

ATTENTION VENDORS

If you find that you are not interested in bidding/quoting this particular project, **please fill in this sheet and return it to:**

Village of Rhinebeck
76 E. Market Street
Rhinebeck, NY 12572

We are very interested in learning why you do not bid.

PROPOSAL #: **RFP-2017-1**
TITLE: **Consolidation of Rhinebeck Highway and Maintenance Departments Study**

VENDOR NAME _____
CONTACT _____
ADDRESS _____
PHONE _____ FAX _____

For purposes of facilitating your firm's response to our request for proposal the Village of Rhinebeck is interested in hearing reasons for failure to respond. If your firm is not responding please indicate the reason by checking all appropriate items below and returning this form to the address above.

WE ARE NOT RESPONDING BECAUSE:

- Items and/or materials requested are not manufactured by us or are not available to our company.
 Our items and/or materials do not meet your specifications
 Specifications are not clearly understood or applicable too vague too rigid
 Quantities too small
 Other _____

Consolidation of Rhinebeck Highway and Maintenance Departments Study

**REQUEST FOR PROPOSALS
RFP-2017-1**

**Proposals Due
February 7, 2018
2:00 pm**

SUBMIT PROPOSALS TO:

**VILLAGE OF RHINEBECK
76 E. MARKET STREET
RHINEBECK, NY 12572**

PHONE (845) 876-7015

INSTRUCTIONS AND INFORMATION

Read all documents contained in the proposal specifications.

- Sealed proposals for **Consolidation of Rhinebeck Highway and Maintenance Departments Study** will be received in the Village Hall, 76 E. Market St., Rhinebeck, NY 12572, on or before **2:00 p.m., Feb. 7, 2018** Specifications and proposal forms are attached hereto.
- The Village of Rhinebeck official bid documents are obtained from the Empire State Purchasing Group's Regional Bid Notification System at www.empirestatebidsystem.com or, if applicable, the Village Clerk's office. Copies of bidding documents obtained from any other source are not considered official copies. In addition to obtaining the official bid documents, any and all addendum pertaining to a particular bid or RFP are posted on the same website that the official bid documents are obtained: www.empirestatebidsystem.com. It is incumbent upon all potential bidders to view all posted addenda prior to the bid close date. If you have obtained this document from a source other than the Village of Rhinebeck or the Empire State Regional Bid Notification System, it is recommended that you obtain an official copy. You may obtain an official copy by registering on the Empire State Regional Bid Notification System at www.empirestatebidsystem.com
- Proposers are responsible for submitting their proposals to the appropriate location at or prior to the time indicated in the specifications. **No proposals will be accepted after the designated time or date indicated in the proposal specifications.** It is recommended that proposals be submitted in advance, at least one day prior to the specified date and time to allow for a timely receipt. Delay in mail delivery is not an exception to the receipt of a proposal.
- Proposers shall indicate, **on the outside of their sealed proposal**, the following information:

Consolidation of Rhinebeck Highway and Maintenance Departments Study

1. **RFP-2017-1**
2. **Feb. 7, 2018 at 2:00 PM**
3. **<Company Name>**

Failure to do so may result in rejection of the proposal as being unresponsive.

- **The following forms are necessary to be submitted as a proposal, as well as any additional forms requested in the detailed specifications:**
 1. **CS-1 - Proposal form/price pages(s)** Note: some bids may include a separate Bid Proposal Form. Such exceptions will be noted in the proposal specification.
 2. **CS-2 - Non-Collusion Affidavit**, completed, signed and dated.

It is not necessary to submit your copy of the technical specifications with the proposal. They should be retained by the proposer for their records.

INSTRUCTIONS AND INFORMATION (Cont'd)

- **Proposers must submit one (1) original, plus two (2) copies, plus one (1) copy on CD disc or flash drive (as a single pdf document) of their Proposal, unless otherwise stated in the specifications. The original must be clearly marked.** All proposals must be filled out in ink, or be typewritten. Proposals submitted in pencil will be rejected as unresponsive. Proposals which have been corrected by white out or cross out, and have not been initialed and/or dated will be rejected as unresponsive.
- No Proposer may withdraw a proposal within one hundred and twenty (120) days after the actual date proposals are due.
- Should the proposer find discrepancies or omissions in the specifications, he/she shall notify the Purchasing Agent, at once. The Purchasing Agent will not assume responsibility for any oral instructions, or interpretations of meaning of the specifications or other contract documents to any Proposer by any person or persons.
- The Purchasing Agent, and/or his/her designee, shall be the only one authorized to make changes or alterations to anything contained in these specifications. Such changes shall be posted as an addendum on the following website: www.empirestatebidsystem.com.
- Written questions and inquiries concerning this Request for Proposals shall be submitted to Village Clerk Patricia Coon PCoon@villageofrhinebeckny.gov **on or before the date and time stated in the bid documents**. **Verbal questions will not be entertained.**
- References in the specifications to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type and quality of materials or supplies or nature of work desired. Such descriptions should not be construed as excluding bids on other types of materials and supplies or for performing the work in a manner other than specified, providing that the materials and supplies and manner of performing the work offered are of equal quality to that specified and equally acceptable to the Village of Rhinebeck for its purposes. Exceptions must be clearly stated. The Village of Rhinebeck will determine equal products or services.
- The Village of Rhinebeck guarantees no minimum or maximum purchase.
- Proposers who are required to adhere to the prevailing wage schedule shall obtain and maintain a current schedule from the New York State Department of Labor for the entire term of the contract. The Village may audit adherence to this schedule at any time during or after the contract period.
- The Purchasing Agent reserves the right to reject all proposals, parts of all proposals, or all proposals for any one or more supplies or contractual services included in the proposed contract, when such rejection is in the best interest of the Village .
- The Village of Rhinebeck reserves the right to award to single or multiple vendors, in whole or in part, by item, by class, by category, or to establish primary/secondary contracts, whichever the Village deems to be in the best interest of the Village of Rhinebeck. .

INSTRUCTIONS AND INFORMATION (Cont'd)

- The contract will be awarded to the RESPONSIBLE PROPOSER best meeting the needs of the Village of Rhinebeck, based on, but not limited to:
 - a. Approach to the project.
 - b. Experience in meeting the needs of the project (examples should be submitted with the proposal).
 - c. Experience working with other entities (references must include client name, contact person, phone number and description of project).
 - d. Ability to provide services in a timely manner, meeting established project deadlines, including a strategy of key activities and ability to meet target schedule.
 - e. Proposed cost.

And who has demonstrated judgment and integrity, is of good reputation, experienced in his work, whose record of past performance in the trade is established as satisfactory, and whose financial status is such to provide no risk to the Village of Rhinebeck in its contractual relations.

- Upon acceptance of any proposal, the successful proposer shall execute a contract, if applicable, in accordance with the specifications, with the Village of Rhinebeck, State of New York.
- A contract shall not be assignable by the contractor in whole or in part without the written consent of the Village of Rhinebeck.
- The Village of Rhinebeck reserves the right to allow other governmental entities, to purchase any goods and/or services awarded as a result of this proposal. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the Village of Rhinebeck and the vendor. The Village of Rhinebeck shall have no responsibility in the dealings between the vendor and any other governmental entity other than the Village of Rhinebeck.
- Prior to any vendor receiving payment for goods and/or services rendered, the Village of Rhinebeck requires that all vendors have a current completed IRS form W-9 on file with the Village of Rhinebeck finance department.
- A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such articles or services. The County's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
- 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 state finance law

INSTRUCTIONS AND INFORMATION (Cont'd)

□ **GRIEVANCE AND PROTEST PROCEDURES:**

1. Any protest to the Village of Rhinebeck's consideration of any bid must be submitted in writing and received by the Village Clerk no later than five (5) calendar days after the bid award. A written reply to the protest will be sent to the protesting bidder by the Village Clerk.
2. The protest must contain:
 - Identification of the statute or procedure that is alleged to have been violated;
 - A precise statement of the relevant facts;
 - Identification of the issues to be resolved;
 - Aggrieved party's argument and support documentation.

Any notice of protest received after the deadline will not be considered.

- **NOTE: VARIATIONS AS STATED IN THE BID SPECIFICATIONS TAKE PRECEDENCE OVER THIS INSTRUCTIONS AND INFORMATION SECTION.**

REQUEST FOR PROPOSALS

Consolidation of Rhinebeck Highway and Maintenance Departments Study

1. GENERAL INFORMATION / INTRODUCTION

- 1.1 Rhinebeck contains a town and a village government. The village and town desire to identify and determine what, if any, shared services and areas of consolidation would be beneficial to both municipalities. In this instance, they are cooperating in identifying potential shared or consolidated highway and maintenance services and activities with the goal of achieving cost reductions and service improvements.
- 1.2 Rhinebeck Village Highway Department is overseen by a Superintendent of Public Works. It maintains and improves Village infrastructure including parks, buildings, vehicles, and equipment. It is responsible for repair and maintenance of 21 lane miles of roads. Duties include snow and ice removal; traffic sign replacement and repair; tree and hazard removal; repair and maintenance of culverts and catch basins; street debris removal (brush & leaves). State is composed of four full-time employees (one Working Forman, three mechanical equipment operators) and two seasonal workers.
- 1.3 The Town Highway Department maintains approximately 114 lane miles of roads, bridges, and culvert crossings in the Town of Rhinebeck. The Highway Department is responsible for repairing, improving, and maintaining roads and infrastructure. Activities include street paving, snow and ice removal, street sweeping, roadside vegetation control, installation and maintenance of appropriate road signage, and guiderail maintenance. Full-time personal are one elected Highway Superintendent, one Working Foreman, one mechanic, five mechanical equipment operators, and one secretary to the Department.
- 1.4 Dutchess County has awarded the Town a \$45,000 grant to facilitate the goal of section 1.1. The Town has subsequently assigned lead agency status to the Village (Exhibit C).
- 1.5 The Town and Village Boards will establish a Working Group comprised of equal participants from each municipality who will act as the liaison between the consultant and the Village and Town highway departments and Village and Town Boards. The Working Group may include the Mayor and Deputy Mayor/Highway Liaison and the Superintendent of Public Works from the Village and the Supervisor and Highway Superintendent of the Town. The Working Group will meet at its discretion.

2. BACKGROUND

- 2.1 Each government maintains its own highway department and maintenance departments that are supported by personnel, equipment facilities and unions. The individual town and village departments have some duties that are unique to each organization and other duties that overlap.
- 2.2 Staff of the Town Highway and Maintenance Departments and the Village Highway Department are included in bargaining units.

3.0 SCOPE OF SERVICES

- 3.1 The village and town are seeking proposals for a consultant who will study and provide an analysis of the existing conditions and identify action plans for implementation with the goal of developing a plan to optimize the delivery of highway and maintenance services and activities while reducing taxpayer burden. The evaluation will identify areas to improve efficiency and ways to institutionalize the measurement of efficiency. The program will specify optimized operating costs per core task, asset life expectancies, and plans/controls leading to reductions in purchases of redundant equipment, maintenance and storage, administrative costs, personnel training, and material and fuel purchases.

- 3.2 Included in the study will be an analysis of existing conditions, data, and inventories, including but not limited to: Properties, Staff (operations and support), Equipment, Vehicles, Tools, Standing Contracts, Tasks, Operating Budgets, Level of Service, Future Forecasts, Cross-referencing of Inventories, Cost Assessments of Inventories, Condition Assessments of Inventories, Feasibility Analysis (Operational, Legal, Political), Impact Analysis (Financial and Non-Financial).
- 3.3 The consultant will be expected to attend public input sessions whose number and scope are to be determined by the Working Group. The number of public sessions will not exceed four.

4.0 TASKS AND DELIVERABLES

- 4.1 The consultant will meet with the Working Group as necessary as determined by the Working Group.
- 4.2 The consultant will provide monthly activity and progress reports to the Working Group.
- 4.3 The consultant will produce an evaluation and study document as outlined in Section 3 SCOPE OF SERVICES that identifies current conditions and proposes highway and maintenance shared opportunity and cost savings recommendations and includes the development of options and alternatives.
- 4.4 The consultant will present its findings to a joint session of the Rhinebeck Village and Town Boards.

5.0 QUALIFICATIONS AND EXPERIENCE

- 5.1 Proposers interested in being considered shall be a duly licensed Architect, Engineering, and/or Planning Firm or Individual registered to practice in New York State with demonstrated capabilities and experience including but not limited to:
- a. Familiarity with NY State standards, regulations and practices as they relate to highway construction and maintenance, and familiarity with maintenance of municipalities' infrastructure in general.
 - b. Experience in operational and capital planning for highway and maintenance departments in rural, suburban and urban settings.
 - c. Demonstrated ability to engage community involvement and public participation.
 - d. Familiarity in communication systems.
 - e. Experience in developing organizational, budgetary and staffing plans.
 - f. Experience in highway and maintenance facilities, infrastructure and asset management.
 - g. Familiarity with the type of project and the geographical area.

6.0 PROPOSAL REQUIREMENTS

- 6.1 Firms/individuals submitting a proposal submission package are asked to provide the following information in sequence, as part of their proposal. Failure to include the items as specified may result in disqualification:
- a. Description of the contractor's qualifications for this project, including the contractor's history, background, resources, and capabilities in areas relevant to this project as outlined in Section 5 QUALIFICATIONS & EXPERIENCE.
 - b. Identification of the contractor's team and their relevant experience in this project including individuals' time commitment.
 - c. Specific examples of similar projects that have been undertaken and successfully implemented with references and contact information.

- d. A narrative of the contractor's understanding of the project and proposed approach to the scope of services.
- e. Description of the processes that will be used to satisfy the requirements of Section 3 SCOPE OF SERVICES and Section 4 TASKS AND DELIVERABLES
- f. A detailed description of deliverables and schedule for the completion of the proposed project.
- g. Proposed fees with detailed cost breakdowns of all work tasks including hourly rates for individual team members and any reimbursable costs by task.
- h. A description of cost controls that ensure a completed project within a budget of \$45,000 or less.
- i. If the project as described in this RFP cannot be accommodated within a budget of \$45,000 or less, provide a detailed summary of any and all items that will be excluded and the estimated cost associated with each.

6.2 Proposal Submission Package shall include: References, a Completed Certificate of Experience (Attachment B), and a listing of at least three (3) current customer references, which may coincide with references in Section 6.1 c.

8.0 ALTERNATIVES

8.1 Firms may include in its Proposal items not specified in this RFP, which it considers relevant to the services to be provided under the proposed contract. All such alternatives must be listed separately from the Proposal and the fees and/or costs associated therewith must be separately stated and itemized.

9.0 EVALUATION PROCESS

9.1 Proposals submitted will be evaluated by the Working Group. The Working Group shall review and evaluate each of the proposals using the criteria described in Section 10 EVALUATION CRITERIA.

9.2 The Working Group reserves the right to seek clarification of information submitted in response to this RFP and/or request additional information during the evaluation process.

9.3 The Working Group will recommend a winning proposal to the Village of Rhinebeck. A contract will be executed between Village of Rhinebeck and the winning consultant according to the Village's criteria.

10.0 EVALUATION CRITERIA

10.1 Compliance with requirements as outlined in these specifications.

10.2 Proposer's qualifications

10.3 Methodology and approach.

10.4 Cost

11.0 AWARD

The Village reserves the right to make multiple awards with regard to this RFP if it is determined to be in the best interests of the Village of Rhinebeck.

The Village of Rhinebeck reserves the right to accept any submittal and/or parts thereof and/or to reject any and all submissions, or to waive any irregularities in the submissions if it is determined to be in the best interest of the Village of Rhinebeck.

The award of a contract is contingent upon the successful execution of the formal contract agreement. In submitting the successful proposal, the Consultant agrees to be bound by an agreement substantially conforming with the Standard Contract (see Sample Standard Contract Attachment), unless the proposal contains specific and detailed proposed amendments as it relates thereto. It is understood that the Village of Rhinebeck may reject any proposal based upon proposed amendments to its standard contract.

12.0 CONTRACT AND INSURANCE REQUIREMENTS

The successful Firm will be required to enter into a formal contract agreement with the Village of Rhinebeck. See Sample Standard Contract Attachment for all contractually required insurance coverage. Insurance certificates must be submitted and approved by Village of Rhinebeck before the contract can be fully executed.

The Village of Rhinebeck may reject any proposal based upon proposed amendments to its standard contract.

13.0 TERM OF CONTRACT

The selected proposer will be required to enter into a formal contract agreement with the Village of Rhinebeck. A sample contract agreement with insurance requirements is attached (refer to Sample Standard Contract Attachment. The contract term will begin upon successful execution of the formal contract. The Village reserves the right to extend the initial contract term.

14.0 OWNERSHIP OF WORK PRODUCT

All work products including digital forms produced or created by the vendor as a result of or related to the performance of work or services under this RFP proposal will be the property of the Village of Rhinebeck.

15.0 QUESTIONS

Submit questions pertaining to this RFP by email to Patricia Coon at pcoon@villageofrhinebeckny.gov no later than close of business **January 17, 2018**. All answers to the submitted questions will be posted as an addendum on the following website: <http://www.empirestatebidsystem.com>.

PROPOSERS MUST CHECK THIS WEBSITE REGULARLY FOR ADDENDUM WHICH MAY INCLUDE SIGNIFICANT CHANGES TO THE RFP SPECIFICATIONS

16.0 PROPOSAL SUBMISSION

16.1 All proposals shall include:

- Documentation to completely satisfy all items outlined in Sections 1-8
- Completed and signed form CS-1 Proposal Form;
- Completed and signed form CS-2 Non-Collusion Affidavit.

16.2 Proposers must submit one (1) original plus 2 copies, plus one (1) copy on CD disc or flash drive (as a single pdf document) of their Proposal and send

**Village Clerk Patricia Coon
Village of Rhinebeck
76 E. Market Street
Rhinebeck, NY 12572**

Proposals must be received no later than 2:00 pm on Feb. 7, 2018

Label outside mailing envelope with company name and RFP-2017-1

**VILLAGE OF RHINEBECK
CS-1
PROPOSAL FORM/PRICE PAGE(S)**

The undersigned, having carefully examined the appropriate specifications, of RFP-2017-1, does hereby agree to furnish and deliver to the Village of Rhinebeck, 76 E. Market St., Rhinebeck, NY 12572 , the following items at the price(s) indicated:

SCHEDULE OF ITEMS	UNIT	PRICE
COMPLETE AND SIGN BOTTOM OF FORM AND INCLUDE IN YOUR SUBMISSION PACKAGE		

Submitted by
(Company Name): _____

Address: _____

Mailing Address
(if different than above): _____

Contact Name
(Print): _____ Signature: _____

Telephone: _____ Fax: _____

Federal ID Number: _____

Email: _____

NOTE: By signing and submitting this bid for consideration by the Dutchess County Division of Central Services, the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation or alteration.

Village of Rhinebeck
CS-2
Non-Collusion Affidavit

As required by Section 103-d of the New York State General Municipal Law, the bidder certifies under the penalties of perjury that:

(a) "By submission of this, 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 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 or not to submit a bid for the purpose of restricting competition."

Signed _____

By _____
(President)

Dated _____

Bid submitted by: Name: _____

Address: _____

Phone: _____

Fax #: _____

Email: _____