

Monroe County



Maggie Brooks
County Executive

REQUEST FOR PROPOSALS

**Construction Management Services
for the
Monroe Community College Downtown Campus Project**

July 2, 2010

Proposals Due: Thursday, August 5, 2010 by 3:00 PM

Submit to Jane Naylor

Note: Proposals submitted after the Due Date/Time will be rejected

Monroe County
Department of Finance
Division of Purchasing & Central Services
County Office Bldg., Room 200
39 West Main Street
Rochester, New York 14614

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SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

Monroe County is soliciting proposals to provide construction management services for the Monroe Community College Downtown Campus Project. Prospective Construction Managers must offer a proposal that will meet the scope of services, qualifications and general description of work activities identified in Section 2 of this Request for Proposals (“RFP”).

In responding to this RFP, Construction Managers must follow the prescribed format as outlined in Section 3. By so doing, each Construction Manager will be providing the County comparable data submitted by other Construction Managers and, thus, be assured of fair and objective treatment in the County review and evaluation process.

1.2 Definition: Construction Manager as Consultant

Wherever the term Consultant is used in this RFP, it shall mean Construction Manager (CM); the terms Consultant and Construction Manager are interchangeable.

1.3 RFP Coordinator—Issuing Office

This RFP is issued for Monroe County. The RFP Coordinator, identified below, is the sole point of contact regarding this RFP from the date of issuance until the selection of the successful Consultant.

Jane Naylon
Manager, Contractual Services
CityPlace, Suite 7100
50 West Main Street
Rochester, New York 14614
Phone: (585) 753-7534
Email: jnaylon@monroecounty.gov

Consultant inquiries must be made a minimum of **ten (10) business days prior to the proposal due date.**

1.4 Presentation and Clarification of the County's Intentions

As a result of this RFP, the County intends to enter into a contract with the selected Consultant to supply the services described in Section 2. However, this intent does not commit the County to award a contract to any responding Consultant, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. The County reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this RFP if it is in the best interest of the County to do so; (b) award one or more contracts to one or more qualified Consultants if necessary to achieve the objectives of this RFP and if it is in the best interest of the County to do so.

1.5 An Overview of Monroe County

Monroe County is located in the Finger Lakes Region of New York State, where the Genesee River meets the south shore of Lake Ontario. Monroe County has a

population of over 735,000 residents. The County is comprised of 19 towns, 10 villages and the City of Rochester, the third largest city in New York State.

Monroe County government, with a workforce of approximately 4,600 full and part-time employees, has an annual operating budget close to \$1 Billion. County government provides a variety of services, including: public safety, health and human services, economic development, recreation, transportation and environmental services. Monroe County also owns and operates the Greater Rochester International Airport and Seneca Park Zoo.

Monroe County is a community of innovators on the cutting edge of scientific research and discovery; a community of entrepreneurs; home to some of the world's best-known brands and fastest growing companies; and, a community recognized for its leadership in arts, culture and higher education.

1.6 Background of Monroe Community College

Monroe Community College was founded in 1961 as part of a statewide system of two-year institutions designed to provide technical, paraprofessional and university-parallel education. Today, the College is one of thirty (30) community colleges within the State University of New York System (SUNY). The College has two (2) campuses: the main campus is located in a suburb of Rochester at 1000 East Henrietta Road and the Damon City Campus is located at 228 East Main Street in downtown Rochester. (Replacement of the Damon City Campus is the focus of the successful consultant awarded this RFP).

Enrollment exceeds 18,000 students per semester in credit courses. Several thousand additional students are enrolled in non-credit courses through the College's Corporate Training and Community Education programs.

1.7 Deadline for RFP Submissions

Final RFP submissions must be received by the RFP Coordinator at the address specified in *Section 3.3 (A)* by **3:00 PM EST on Thursday, August 5, 2010**. To be considered, sealed proposals must arrive on or before the time and date specified. **Requests for extension of the submission date will not be granted.** Consultants mailing proposals should allow ample delivery time to assure timely receipt of their proposals.

1.8 Required Copies:

Consultants must submit one (1) signed original proposal and seven (7) complete copies of the signed original. Proposals should be clearly marked as **"Request for Proposals for Construction Management Services for the Monroe Community College Downtown Campus Project"**. Consultants may provide electronic, as well as hardcopy, versions of their proposals; hardcopies **must be** submitted as outlined above. Consultants shall make no other distribution of proposals. Each proposal must be signed by an official authorized to legally bind the Consultant to all provisions included in the proposal.

1.9 Withdrawal Notification:

Consultants receiving this RFP who do not wish to submit a proposal should reply with a "No Proposal" letter to be received by the RFP Coordinator no later than the proposal submission date. This copy of the RFP is to be returned with the withdrawal correspondence. The RFP is the property of Monroe County and may not

be reproduced or distributed for purposes other than proposal submission without the written consent of the Monroe County Attorney.

SECTION 2 – SCOPE OF WORK AND CONSULTANT SERVICES

2.1 General Scope of Work

Project Overview

This project involves replacement of Monroe Community College's (MCC's) downtown Damon City Campus with a new campus in the downtown area of Rochester. It is envisioned that the new Downtown Campus will be a major multi-story facility. The campus will be either a new building(s), or a renovation of an existing building(s). Total estimated building size will be approximately 270,000 gross square feet. The campus will also include an area of green space, and possibly a green roof. The Downtown Campus will provide MCC with a highly visible presence in a downtown location that would benefit from, and add synergistic value to, the economic and educational stimulus provided by the new campus.

Project Site

The selected site is expected to be approximately 4-5 acres in size, and will be in a downtown Rochester location. Information pertaining to the selected site is not currently available, but will be made available to the selected Consultant at the time of contract award.

LEED® Certification

The project design must incorporate sustainable design principles in accordance with Monroe County's Green Building Policy. United States Green Building Council LEED Certification (Silver as a minimum) will be pursued for this project.

2.2 Consultant Services

The Consultant will be required to perform requested services that may include, but will not be limited to, the following:

Services During Design

- cost estimating;
- value engineering input;
- assistance with the negotiation of a potential Project Labor Agreement;
- development of an overall construction schedule and identification of project milestones;
- constructability reviews of design submissions; and
- review of the project specifications (scopes of work, temporary services, phasing plan, special conditions, etc.).

Services During Bidding

- review of all addenda;
- attendance at the pre-bid meeting and bid opening;
- participation in interviews of the apparent low bidders for each construction contract; and
- review and evaluation of the bids, and input to the design team on their award recommendation.

Services During Construction and Closeout

The project design team will provide basic services during construction that will include review of submittals, attendance at job meetings, preparation of responses to RFIs, preparation of RFPs, etc. The CM will be the County's/College's lead during construction, working together with the design team to achieve the following project goals:

A. Overall/General Goals

1. Protect the interests of the County and College.
2. Deliver a quality project completed on-time and within budget.
3. Protect the safety of the public.
4. Promote positive public relations.
5. Ensure a coordinated, effective effort by the combined AE/CM Team.
6. Treat all parties fairly.
7. Minimize the impacts of construction activities on the public.

B. Communications & Documentation

1. Identify the process for addressing Owner concerns.
2. Provide a single point of contact to the Owner, all Contractors and any other parties involved during construction.
3. Maintain an updated project contact list.
4. Manage and track the flow of all paperwork (submittals, certs, RFI's, RFP's, change orders, warranties, etc.).
5. Keep the Owner informed of all issues (claims, delays, disputes, etc.).
6. Communicate (as an Agent of the Owner) with the Contractors.
7. Schedule, conduct and document (minute) all construction related meetings.
8. Document the progress of the work (e.g. via. inspection reports and photographs).
9. Maintain project records on-site.
10. Maintain copies of all permits on-site. Ensure that permit requirements are met.

11. Minimize (avoid) negative press.
12. Maintain as-built record information, and ensure that Contractor red-line markups are being kept current.

C. Schedule and Work Activities

1. Manage the project so that it remains on-schedule.
2. Keep Owner informed of progress.
3. Prepare an overall project master schedule.
4. Monitor and coordinate Contractor schedules.
5. Monitor and coordinate services being provided by the Owner.
6. Coordinate the sequences of construction and assignment of work areas between Contractors.
7. Coordinate startup, testing and commissioning services.

D. Construction Quality & Inspection

1. Ensure a high level of quality in the construction.
2. Ensure compliance of the work with the contract documents.
3. Provide Special Inspections as required by NYS Building Code.
4. Geotechnical observation as required.
5. Decide when the services of a material testing agency (County term contractors) are needed, and schedule accordingly.
6. Reject deficient work, and follow-through to ensure that deficiencies are corrected.
7. Manage and monitor completion of punchlist items.

E. LEED Documentation and Compliance

1. Ensure that all required LEED submittals are received and the construction documentation is complete, such that the project is able to become LEED Silver certified.
2. Ensure compliance with LEED specific contract requirements by all Contractors (eg. Construction Waste Management; Indoor Air Quality).

F. Project Labor Agreement (PLA) Compliance

1. If a PLA is implemented for this project, collect required documentation/forms from the Contractors, and report to the Owner any apparent activities that are not in compliance with the provisions of the PLA.

G. Contractor Payments and Extras

1. Review, approve and certify Contractor requests for payment.
2. Minimize the number and dollar value of claims.
3. Provide the Owner with cost estimates for extras prior to issuance of RFP's to the Contractor.
4. Negotiate change orders and participate in dispute resolution.

H. Safety

1. Ensure the safety of the public at all times.
2. Collect and review (but do not approve) Contractor safety programs, and notify Contractors of any apparent deficiencies.
3. Notify Contractors of obvious unsafe conditions; ensure that action is taken and report serious violations to governing agencies as necessary.
4. Ensure that all accidents are promptly reported.

I. M/WBE Reporting Requirements

1. Ensure that Contractors comply with the M/WBE reporting requirements.

J. Construction Contract Management

1. Incorporate management practices to: i) enforce construction contract requirements; ii) deal with contractors that fail to comply with the construction contract requirements; and iii) any such other functions utilized by the CM, preferably proactive, as may be required to insure that the Owner's total interest in contract compliance is preserved.

Upon selection, a detailed scope of work will be developed with the selected Consultant, Monroe County and MCC.

2.3 Anticipated Procurement Schedule

This project will have an aggressive design schedule that will include preparation of the design report, SEQR, and preparation of design submissions including bidding documents.

The following tentative schedule for Consultant selection represents the best estimate of the schedule that will be followed for this project. Monroe County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

TENTATIVE SCHEDULE

Event	Date	Time
RFP Release	07/02/2010	N/A
Closing Date for Inquiries	07/22/2010	5:00 PM
Proposal Submission Due Date	08/05/2010	3:00 PM
Consultant Selection Completed	09/2010	N/A
Consultant Authorized to Proceed	12/2010	N/A

SECTION 3 - SPECIFIC PROPOSAL REQUIREMENTS

3.1 General

- A. Completeness of Proposals:** To be considered, Consultants must submit a complete response to this RFP. Consultants not responding to all information requested in this RFP or indicating exceptions to those items not responded to may have their proposals rejected. There will be no public opening of the proposals.
- B. Economy of Preparation:** Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Consultant's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional material, etc. are not necessary or desired. **Emphasis should be concentrated on accuracy, completeness, and clarity of content.** All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as "consultant complies" or "consultant understands" should be avoided.

3.2 Organization of Proposal

This section outlines the information that must be included in all proposals. Please organize proposal information in the same order as the items listed in this section.

- A. Transmittal Letter.** Each response to the RFP should be accompanied by a letter of transmittal not exceeding one (1) page that summarizes key points of the proposal and which is signed by an officer of the firm authorized to commit the Consultant to the obligations contained in the proposal. The transmittal letter should also include a phone number, fax number and e-mail address for the consultant's contact person.
- B. Table of Contents.** Include a Table of Contents at the beginning, which clearly outlines the contents of the proposal.
- C. General Firm Information.** Provide information related to the proposing firm and any firms proposed for use as subconsultants. Specifically address the following:
1. Year the firm was organized.
 2. Identification of firm ownership.
 3. Functions and location of the firm's nearest regional office to Monroe County.
- D. Qualifications.** The proposal should describe the Consultant's, qualifications, experience, and general approach to the project. The proposal should address the Consultant's capability to perform all or most aspects of the project. The proposal must include the following:
1. A description of the Consultant's understanding of the scope and purpose of the project.
 2. A description of how the Consultant's team will be organized and the approach to the project. Include a list and organizational chart showing all of the team's proposed subconsultants, key project personnel and their respective disciplines.

- Specific subconsultants are to be identified. Proposals that include nebulous statements along the lines of “.....a subconsultant for the XXXX work will be identified at a later date.....” may receive low scores.
3. Descriptions of at least three (3) similar projects completed by the Consultant. Include a description of each project, photographs of the completed projects, the final design and construction costs for each project, an owner’s representative familiar with the project and a contact phone number.
 4. A detailed and specific description of the proposer's qualifications, expertise, certifications, experience, etc. in Construction **Contract Management** as opposed to CM. Include examples of actions taken and documents written to obtain timely, economical and compliant results for the Owner that are defensible in a court of law. Construction Contract Management refers to the management practices that will be utilized by the CM to: i) enforce the construction contract requirements; ii) deal with contractors that fail to comply with the construction contract requirements; and iii) any such other functions utilized by the CM, preferably proactive, as may be required to insure that the Owner’s total interest in contract compliance is preserved.
- E. Sustainable Design.** The Consultant’s experience and qualifications with reference to LEED certified projects.
- F. M/WBE Utilization.** A description of the approach for M/WBE utilization for design, planning and construction phase services.
- If the Consultant elects to meet the MBE/WBE participation requirements by utilizing MBE and WBE subconsultants, the specific MBE and WBE subconsultants are to be identified in the proposal. Proposals should not include nebulous statements such as “.....a MBE or WBE subconsultant for the XXXX work will be identified at a later date.....”
- G. Debarment Certification.** For each consultant and any proposed subconsultants, include a completed and signed *Consultant Certification Regarding Debarment, Suspension and Responsibility (Appendix A)*.
- H. Non-Collusion Certification.** For each consultant and any proposed subconsultants, include a completed and signed *Non-Collusion Certification (Appendix A)*.
- I. Authority to Submit Proposal.** For each consultant and any proposed subconsultants, include a completed and signed *Authority to Submit Proposal (Appendix A)*.

3.3 Submission of Proposal(s)

- A. Acceptance Period and Location:** To be considered, Consultants must submit a complete response to this RFP. Consultants not responding to all

information requested in this RFP or indicating exceptions to those items not responded to may have their proposals rejected.

Sealed proposals must be received at the address below on or before **3:00 PM Eastern Standard Time, on Thursday, August 5, 2010.**

Jane Naylon
Monroe County Purchasing and Central Services
200 County Office Building
39 West Main Street
Rochester, New York 14614
Phone: (585) 753-7534
Email: jnaylor@monroecounty.gov

- B. Required copies:** Consultants must submit one (1) signed original Proposal and seven (7) complete sets (copies) of the signed original. **Proposals should be clearly marked as "Construction Management Services for the Monroe Community College Downtown Campus Project".** The Consultant may respond electronically in addition to submitting hardcopies of its proposal as provided above. The Consultant will make no other distribution of proposals. An official authorized to bind the Consultant to its provisions must sign proposals.
- C. Pricing Period:** For this RFP, the proposal must remain valid for a minimum of 120 days past the due date for receipt of RFPs.

3.4 Response Date

To be considered, sealed proposals must arrive on or before the time and date specified herein. **Requests for extension of the submission date will not be granted.** Consultants mailing proposals should allow ample delivery time to assure timely receipt of their proposals.

3.5 Clarification of RFP and Questions

Questions that arise prior to or during proposal preparation must be submitted **in writing or via email** pursuant to instructions in Section 1 of this Request for Proposals. Questions and answers will be provided to all Consultants who have received RFPs and must be acknowledged in the RFP response. No contact will be allowed between the Consultant and any other member of the County with regard to this RFP during the RFP process unless specifically authorized in writing by the RFP Coordinator. Prohibited contact may be grounds for Consultant disqualification.

SECTION 4 - GENERAL INFORMATION FOR THE CONSULTANT

4.1 Method of Evaluation

A. Evaluation Committee: Selected personnel from Monroe County, Monroe Community College and other designated organizations will form the evaluation committee for this RFP. It will be the responsibility of this committee to evaluate all properly prepared and submitted responses to the RFP and make a recommendation for award.

B. Evaluation and Selection Criteria: If the Selection Committee elects to interview any Consultants, they will select Consultants based on the proposals received. Prior to evaluating each Consultant's proposal, the Selection Committee will develop an agreed-upon list of criteria to be used in evaluating potential Consultants. Numerical rating factors will be assigned to each criterion on the basis of the Selection Committee's priorities and conception of the importance of each factor. Based on the proposals and interviews, the Selection Committee will select one (1) Consultant. The selection criteria used to evaluate each proposal may include, but are not limited to, the following:

- ◆ Understanding of Scope of Project
- ◆ Proposed Approach to the Project
- ◆ General Technical and Professional Competence
- ◆ Specific Experience on Similar Projects
- ◆ LEED Project Experience
- ◆ Previous Performance Record
- ◆ Resident Engineering Capability for Construction Phase Services
- ◆ Capacity and Availability to Perform the Services
- ◆ Knowledge of County and MCC Facilities and Operations
- ◆ Approach to M/WBE Utilization
- ◆ Local Office
- ◆ Conflicts of Interest

4.2 Contract Approval Process: Consultants must be aware that any contract resulting from this request for proposals is subject to prior approval by the Monroe County Legislature and the Monroe County Law Department.

4.3 Oral Presentation

Consultants who submit a proposal may also be required to make an oral presentation of their proposal to the County. These presentations will provide an opportunity for the Consultant to clarify their proposal to ensure a thorough mutual understanding. At the same time, Monroe County is under no obligation to offer any Consultant the opportunity to make such a presentation.

4.4 Investigations

County reserves the right to conduct any investigations necessary to verify information submitted by the Consultant and/or to determine the Consultant's capability to fulfill the terms and conditions of the bidding documents and the anticipated contract. The County reserves the right to visit a prospective Consultant's place of business to determine the existence of the company and the management capabilities required to administer this agreement. The County will not consider Consultants that are in bankruptcy or in the hands of a receiver at this time of tendering a proposal or at the time of entering into a contract.

4.5 M/WBE Participation Goals

MBE/WBE participation is required for this project. The policy of the County is to increase the level of Minority and Women's businesses in all possible areas of Monroe County procurement. In furtherance of that policy, the County requires the Consultant to utilize best efforts to achieve goals for MBE/WBE participation on this project. The percentage goals are ten percent (10%) MBE and 2 percent (2%) WBE of the total cost of professional services provided under the Consultant's agreement. The participation goals apply to each individual phase of the project (planning, design and construction).

The CONSULTANT may substitute Minority or Women CO-OP Student Employment for M/WBE Utilization. The CO-OP Student must be utilized on the PROJECT for at least 50% of their work hours. Minority Students shall be credited against MBE requirements and Women Students shall be credited against WBE requirements. Student credit shall equal the student's billing rate times the hours worked on the PROJECT.

4.6 Reservation of Rights

The County reserves the right to refuse any and all proposals, in part, or in their entirety, or select certain products from various Consultant proposals, or to waive any informality or defect in any proposal should it be deemed to be in the best interest of the County. The County is not committed, by virtue of this RFP, to award a contract, or to procure or contract for services. The proposals submitted in response to this request become the property of the County. If it is in its best interest to do so, the County reserves the right to:

- A. Make selections based solely on the proposals or negotiate further with one or more Consultants. The Consultant selected will be chosen on the basis of greatest benefit to the County as determined by an evaluation committee.
- B. Negotiate contracts with the selected Consultants.
- C. Award a contract to more than one Consultant for any portions of this specification.

4.7 Contract Negotiation

Negotiations may be undertaken with those Consultants whose proposals prove them to be qualified, responsible, and capable of fulfilling the requirements of this RFP. The contract that may be entered into will be the most advantageous to the County. The County reserves the right to consider proposals or modifications thereof received at any time before a contract is awarded, if such action is in the best interest of the County.

4.8 Acceptance of Proposal Content

The contents of the proposal of the successful Consultant may become contractual obligations, should a contract ensue. Failure of a Consultant to accept these obligations may result in cancellation of the award.

4.9 Prime Responsibilities

The selected Consultant will be required to assume responsibility for all services offered in its proposal whether or not provided by them. The selected

Consultant will be liable, both individually and severally, for the performance of all obligations under the awarded contract and will not be relieved of non-performance of any of its subcontractors. Further, the County shall approve all subcontractors and will consider the selected Consultant to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

4.10 Property Rights

For purposes of this RFP and for the contract, the term “Work” is defined as all data, records, files, information, work products, discs or tapes developed, produced or generated in connection with the services to be provided by the Consultant. The County and the Consultant intend the contract to be a contract for services and each considers the Work and any and all documentation or other products and results of the services to be rendered by the Consultant to be a work made for hire. In submitting a proposal in response to this RFP, the Consultant acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of the County.

The Consultant and the Consultant’s employees shall have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of the County. Any property or Work not specifically scheduled in the Contract, as property of the Consultant shall constitute property of the County.

In addition to compliance with the right to audit provisions of the contract, the Consultant must deliver to the County, no later than the twenty-four (24) hours after receipt of the County’s written request for same; all completed, or partially completed, Work and any and all documentation or other products and results of the services under such contract. The Consultant’s failure to timely deliver such work or any and all documentation or other products and results of the services will be considered a material breach of the contract. With the prior written approval of the County, this twenty-four (24) hour period may be extended for delivery of certain completed, or partially completed, work or other such information, if such extension is in the best interests of the County.

The Consultant will not make or retain any copies of the Work or any and all documentation or other products and results of the services provided under such Contract without the prior written consent of the County.

4.11 Contract Payment

Actual terms of payment will be the result of agreements reached between Monroe County and the Consultant selected.

4.12 News Release

News releases pertaining to this RFP or the services to which it relates will not be made without prior approval by the County, and, then, only in coordination with the County Department of Communications and Special Events and the County “Client” Department.

4.13 Incurring Costs

Monroe County is not liable for any costs incurred by Consultants prior to the effective date of the contract.

4.14 Material Submitted

All right, title and interest in the material submitted by the Consultant as part of a proposal shall vest in Monroe County upon submission of the Consultant's proposal to Monroe County without any obligation or liability by Monroe County to the Consultant. Monroe County has the right to use any or all ideas presented by a Consultant.

Monroe County reserves the right to ownership, without limitation, of all proposals submitted. However, because Monroe County could be required to disclose proposals under the New York Freedom of Information Law (Public Officers Law §§ 84 – 90), Monroe County will, to the extent permitted by law, seek to protect the Contractor's interests with respect to any trade secret information submitted as follows:

Pursuant to Public Officers Law § 87, Monroe County will deny public access to Consultants' proposal to the extent the information constitutes a trade secret, which if disclosed would cause substantial harm to the Consultant's competitive position, provided the Consultant identified the information it considers to be a trade secret and explains how disclosure would cause harm to the Consultant's competitive position.

4.15 Procedures for Construction Manager Fee Proposals

A copy of the *Monroe County Procedures for Construction Manager Fee Proposals (Procedures)* are provided with this RFP as **Appendix B**, for your review and information.

It is not necessary to include a fee proposal or any of these documents as part of your proposal submission—they are included for informational purposes only.

All proposals shall be considered final when received.

RFP APPENDIX A

MONROE COUNTY REQUIRED FORMS

THE FOLLOWING FORMS ARE REQUIRED PROPOSAL SUBMISSION DOCUMENTS. FAILURE TO COMPLETE ANY OF THESE FORMS AND SUBMIT THEM WITH YOUR PROPOSAL MAY RENDER THE PROPOSAL NON-RESPONSIVE AND INELIGIBLE FOR AWARD.



**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND RESPONSIBILITY**

The undersigned certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
2. Have not within a three-year period preceding this transaction/application/proposal/ contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three-year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Date: _____ [Print name of Contractor]

[Signature of Authorized Individual] [Print Name of Signer]

[Print Title/Office of Signer]



NON-COLLUSION CERTIFICATION

By submission of this proposal, the Offeror _____ certifies,
Name of Offeror

that (s)he is _____ of _____ and,
Title Name of Firm

under penalty of perjury, affirms:

1. (If a price proposal is included as part of the attached project proposal), the prices in this proposal 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 Offeror or with any competitor;
2. (If a price proposal is included as part of the attached project proposal), unless otherwise required by law, the prices quoted in this proposal have not been knowingly disclosed by the Offeror, and will not knowingly be disclosed by the Offeror, prior to opening, directly or indirectly, to any other Offeror or to any competitor; and
3. No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.
4. The proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation.
5. Each person signing the proposal certifies that:

[a] (S)He is the person in the Consultant's organization responsible within that organization for the decision as to prices being offered in the proposal and that (s)he has not participated and will not participate in any action contrary to (1-4) above;

Or

[b] (S)He is not the person in the Consultant's organization responsible within that organization for the decision as to prices being offered in the proposal but that (s)he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to (1-4) above, and that as their agent, does hereby so certify; and that (s)he has not participated, and will not participate in any action contrary to (1-4) above.

Sworn to before me this _____ day of _____, _____
Offeror Signature

Notary Public {SEAL}



MONROE COUNTY
Division of Purchasing and Central Services

County Office Building • Room 200 • 39 West Main Street • Rochester • New York • 14614

Authority to Submit Proposal

**Regarding: Construction Management Services for the Monroe Community
College Downtown Campus Project**

The submittal of this proposal is the duly authorized official act of the Proposer and the undersigned officer of the Proposer is duly authorized by resolution of Proposer to execute this Proposal on behalf of and as the official act of the Proposer, this _____ day of _____, 2010.

Company: _____

By: _____

Print Name: _____

Title: _____

RFP Appendix B

- **Monroe County Procedures for Construction Manager Fee Proposals**

Monroe County Procedures for Construction Manager Fee Proposals

The purpose of this document is to establish procedures that are to be followed in negotiating agreements for construction management services. These procedures shall be followed whether a Construction Manager is under direct contract with the County or is a subconsultant to the County's prime Consultant.

I. GENERAL

A. Project Scope and General Overall Scope of Construction Manager Services:

The overall project scope and the general overall scope of services to be provided by the Construction Manager should be established by the County and its prime Consultant prior to negotiations.

B. Construction Manager Work Tasks:

Typically the specific tasks to be performed by the Construction Manager are identified by the Construction Manager, and are to be included in the Construction Manager's initial scope and fee proposal to the County and its prime Consultant.

C. Form of Construction Manager Fee Proposal:

The fee proposal for the Construction Manager will be in a "cost-plus-multiplier" format (as opposed to lump sum or cost-plus-fixed fee format), with a maximum amount payable (MAP). Under a cost-plus-multiplier format, Construction Manager's are paid for their actual expenses (direct labor and reimbursables) factored by an agreed upon multiplier. Construction Manager billings cannot exceed the MAP unless an amendatory agreement increasing the MAP is first executed.

D. Construction Manager Services During Design vs. Construction Phases:

The cost-plus-multiplier form of fee proposal for construction management services will be used for both design and construction phase services. In addition, the value of the Construction Manager's multiplier will be the same during both the design and construction phases.

II. COSTS TO BE INCLUDED IN CONSTRUCTION MANAGER FEE PROPOSALS

The following costs should be included in Construction Manager Fee Proposals:

- Direct Labor
- Premium Overtime Labor
- Subcontractor Costs
- Direct Non-Salary Costs
- Overhead & Profit

A. Direct Labor:

Direct labor represents the hourly pay rate (or salaries) of management, inspection and clerical staff that are charging directly to the project. The direct labor of the project manager, superintendent, inspectors and clerical/secretarial personnel may only be billed by the Construction Manager to the County if their

time is directly related to completing the project tasks (benefit hours such as vacation time, sick time, holiday time, etc. are not billable to the County).

Principals and Officers of the Construction Manager may not be billed to the County.

Note that Construction Manager staff hours spent in preparing a scope and fee proposal, whether for the initial agreement or for an amendatory agreement, may not be billed by the Construction Manager.

B. Premium Overtime Labor:

This represents that portion of the hourly pay rate above the regular hourly pay rate, for job chargeable staff. Note that on their Salary Schedule (see Sample Table A attached), Construction Managers are to provide their overtime policy for each job title. Note that overtime cannot be billed without prior approval by the County Project Manager.

C. Subcontractor Costs:

Subcontractor costs are to be billed by the Construction Manager to the County at cost, without any mark-up (i.e. at a multiplier of 1.0).

D. Direct Non-Salary Costs (Reimbursables):

The following direct non-salary costs can be billed to the County at cost, without any mark-up (i.e. at a multiplier of 1.0):

- field office costs, including office trailer, furniture, utilities, telephones, office supplies, computer, copier, fax machine, internet service, etc.
- on-the-job mileage (but mileage to/from the jobsite is not billable)
- printing/copying costs of major reports, sets of drawings, etc. (copying costs for routine day-to-day correspondence will not be reimbursed)
- postage
- long distance phone calls and faxes
- permit application fees
- laboratory testing
- inspection consumables (eg. rulers/tapes, paint)
- project progress photographs

In addition, labor union fringe benefits that are paid by the Construction Manager on behalf of a union employee, less the value of any company benefits that would otherwise normally be paid to that employee, may also be billed to the County at cost.

E. Overhead & Profit:

An Overhead and Profit multiplier of **1.20** shall be applied to a Construction Manager's direct labor costs on a project to cover the firm's overhead expenses (including but not limited to all home office overhead, labor fringe benefits inc. benefit hours, and principal/executive involvement) and profit. Note that this multiplier shall not be applied to premium overtime labor.

Note: The Overhead and Profit multiplier of 1.20 equates to an overall Net Effective Multiplier of 2.20. (i.e. Direct Labor x 2.20 = net amount billed to the County to cover Direct Labor, Overhead and Profit).

The Overhead and Profit Multiplier may only be increased if the project is determined to require specialized knowledge and experience and involves significant complexity and risk. The Director of Transportation for all DOT projects, the Director of Aviation for all Airport projects, and the Director of Environmental Services for all other projects shall review and approve any increase to the Overhead and Profit Multiplier.

III. FORMAT OF CONSTRUCTION MANAGER FEE PROPOSALS:

Construction Manager fee proposals are to include the tables listed below (refer also to the sample tables attached).

A. Table: Salary Schedule

- job title
- names of employees for all mid to high level positions i.e. officers, principals, project managers, and project engineers/architects, etc.
- actual average hourly wage rates for each title for the current year (wage rates shall be based on 2,080 hours/year, and NOT a reduced number of hours that includes a reduction for benefit hours).
- average hourly wage rates for each title for the agreed upon project mid-point (the salary rate for the agreed upon project mid-point for each title will be based on the actual average hourly rate for that title for the current year, increased by a County approved escalation percentage)
- actual maximum hourly wage rates for each title for the current year
- overtime policy for each title

Note that project budgets (Construction Manager fees) will be established based on the average hourly salary rate for each job title at the agreed upon project mid-point; actual billings will be based upon the actual direct salary rates (but which cannot exceed the maximum hourly rates) for the assigned staff for each job title.

B. Table: Staffing Table and Direct Labor Costs

- labor hours for each job title, by task
- total direct labor hours and total direct labor costs by both job title and task
- total direct labor hours and costs for the project

C. Table: Direct Non-Salary Costs

- a listing of direct non-salary costs (reimbursables)

D. Table: Summary of Costs

- direct labor
- premium overtime labor
- subcontractor costs
- direct non-salary costs
- overhead & profit
- total cost (which equals the MAP, no rounding)

E. Officers of the Firm

The Construction Manager shall also include with their submission a listing of the current officers of the firm.

**Sample Table A: Salary Schedule
 Monroe County Project X
 ABC Construction Manager**

Feb. 2, 2010
 Page 1

Job Title	Current Year Ave. Hourly Rate (year)	Project Mid-Point Ave. Hourly Rate (year)	Current Year Max. Hourly Rate (year)	Overtime Category
Project Manager	\$xx.xx	\$xx.xx	\$xx.xx	A
Superintendent	\$xx.xx	\$xx.xx	\$xx.xx	B
Estimator	\$xx.xx	\$xx.xx	\$xx.xx	B
Administrator	\$xx.xx	\$xx.xx	\$xx.xx	C

Overtime Policy (Example):

Category A: No OT

Category B: OT at straight time rate for hours worked in excess of 40 per week

Category C: OT at 1.50 times straight time rate for hours worked in excess of 40 per week

**Sample Table B: Staffing Table and Direct Labor Costs
 Monroe County Project X
 ABC Construction Manager**

I. DIRECT LABOR: REGULAR HOURS

	Job Title				Phase					
	Project Manager	Superintendent	Estimator	Administrator	Basic Design Services		Special Design Services		Construction (CM/Inspection)	
Project Mid-Point Ave. Hourly Rate	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx						
Task/Description					Total Hours	Direct Labor	Total Hours	Direct Labor	Total Hours	Direct Labor
A. Constructability Review	x	x	x	x	x	\$xx.xx	x	\$xx.xx	x	\$xx.xx
B. Cost Estimating	x	x	x	x	x	\$xx.xx	x	\$xx.xx	x	\$xx.xx
C. CM/Inspection	x	x	x	x	x	\$xx.xx	x	\$xx.xx	x	\$xx.xx
TOTAL:	x	x	x	x	x	\$xx.xx	x	\$xx.xx	x	\$xx.xx

II. DIRECT LABOR: PREMIUM OVERTIME HOURS

	Job Title				Phase								
	Project Manager	Superintendent	Estimator	Administrator	Basic Design Services			Special Design Services			Construction (CM/Inspection)		
Project Mid-Point Ave. Hourly Rate	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx									
Project Mid-Point Premium Hourly Rate	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx									
Task/Description					Total Hours	Direct Labor (Straight)	Direct Labor (Premium)	Total Hours	Direct Labor (Straight)	Direct Labor (Premium)	Total Hours	Direct Labor (Straight)	Direct Labor (Premium)
A. Constructability Review	x	x	x	x	x	\$xx.xx	\$xx.xx	x	\$xx.xx	\$xx.xx	x	\$xx.xx	\$xx.xx
B. Cost Estimating	x	x	x	x	x	\$xx.xx	\$xx.xx	x	\$xx.xx	\$xx.xx	x	\$xx.xx	\$xx.xx
C. CM/Inspection	x	x	x	x	x	\$xx.xx	\$xx.xx	x	\$xx.xx	\$xx.xx	x	\$xx.xx	\$xx.xx
TOTAL:	x	x	x	x	x	\$xx.xx	\$xx.xx	x	\$xx.xx	\$xx.xx	x	\$xx.xx	\$xx.xx

**Sample Table C: Direct Non-Salary Costs
 Monroe County Project X
 ABC Construction Manager**

Feb. 2, 2010
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<u>Description</u>	<u>Basic Design Services</u>	<u>Special Design Services</u>	<u>Construction (CM/Inspection)</u>
Mileage xx miles at \$0.xx/mile	\$x.xx	\$x.xx	\$x.xx
Field Office x mos. @ \$xx/mo.	\$x.xx	\$x.xx	\$x.xx
Copies xx copies at \$x.xx/copy	\$x.xx	\$x.xx	\$x.xx
Etc.	\$x.xx	\$x.xx	\$x.xx
TOTALS:	\$x.xx	\$x.xx	\$x.xx

**Sample Table D: Summary of Costs
Monroe County Project X
ABC Construction Manager**

Feb. 2, 2010
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<u>Description</u>	<u>Basic Design Services</u>	<u>Special Design Services</u>	<u>Construction (CM/Inspection)</u>	<u>Total</u>
Direct Labor	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx
Premium Overtime Labor	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx
Direct Non-Salary Costs (excluding subs)	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx
Overhead & Profit (120% on Direct Labor only)	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx
TOTALS:	\$xx.xx	\$xx.xx	\$xx.xx	\$xx.xx