BID NOTICE

The County of Herkimer is issuing a Request for Proposals related to relocation options for the Sheriff's Department. Proposals will be accepted until Friday April 3, 2020 at 4pm. A pre-submittal conference will be held Friday March 13, 2020 at 2pm. Documents will be available at the office of the Herkimer County Purchasing Agent, 109 Mary Street, Suite 1303, Herkimer New York 13350, or online at www.herkimercounty.org.

Sheri Ferdula
Budget Officer/Purchasing Agent
2/28/2020
REQUEST FOR PROPOSALS
Program Studies for the Relocation of the Sheriff’s Department
HERKIMER COUNTY

SUBMISSION DEADLINE
Friday April 3, 2020, 4PM

Herkimer County Department of Budget & Purchasing
Sheri Ferdula, Budget Officer/Purchasing Agent
Philomena Lumia, Deputy Purchasing Agent
109 Mary Street, Suite 1302
Herkimer, NY 13350
HERKIMER COUNTY

GENERAL INSTRUCTIONS

SECTION 1: Proposal Description

The County of Herkimer is seeking qualified Architectural/Engineering firms to submit proposals to provide Program Studies on options for relocation of the Herkimer County Sheriff's Department. The studies should provide a design layout, construction schedule and proposed budget for each option.

Proposal documents will be available at the Office of the Herkimer County Purchasing Agent, Monday through Friday from 8am to 4pm, or may be downloaded from the Empire State Purchasing Website at www.empirestatebidsystem.com. Minority and Women Owned Businesses are encouraged to apply.

SECTION 2: Submission

Proposals and all required documentation must be submitted in triplicate, in a sealed envelope clearly marked "Relocation Study" no later than 4pm on Friday April 3, 2020 to:

Sheri Ferdula, Purchasing Agent
Herkimer County Department of Budget & Purchasing
109 Mary Street, Suite 1302
Herkimer NY 13350

A site visit will be scheduled for 2pm on Friday March 13, 2020. Prospective contractors will be given a tour of the proposed sites and allowed a question and answer period.

Any proposals received after the time stated above, may not be considered. By submitting a proposal, contractor agrees to accept all of the terms and conditions of the General Instructions. Contractor agrees to complete all work as specified or indicated in the documents for the price listed within the time line indicated in this bid.

Herkimer County reserves the right to reject any and all bids in whole or in part and to disregard all non-conforming, non-responsive or conditional bids.
SECTION 3: Disqualification

The County reserves the right to refuse to issue documents or accept packets from contractors who have previously failed to complete contracts within the time frame required, or have previously performed similar work in an unsatisfactory manner. A proposal may be rejected if the contractor cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A proposal may be rejected if the contractor is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

Herkimer County reserves the right to reject any proposal if the information submitted by, or investigation of, such contractor fails to satisfy the County that such contractor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

SECTION 4: Documents

Complete sets of Program Documents must be used in preparing submissions. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of documents. Those submitting proposals do so at their expense. There is no express or implied obligation by Herkimer County to reimburse any firm or individual for any costs incurred in preparing or submitting proposals.

All offers received shall be net cost to the County of Herkimer. The County shall not be responsible for any additional cost; including, but not limited to, overtime required by the vendor to meet the appropriate deadlines. Herkimer County is subject to the New York State Department of Labor Prevailing Wage Requirements.
SECTION 5: *Evaluation*

Award will be based on the following:

- Demonstrated capability of the responder to satisfactorily meet not only the requirements outlined in this packet but also the necessary phases of the program
- Overall understanding of the County's needs with a program that meets or exceeds the expectation
- Total overall cost of the proposal, reasonableness of fees and budget
- Responders qualifications, ability and reference reviews of the proposer
- The County request top candidates to present to the Committees of the Legislature.

SECTION 6: *Award*

An award will be made as determined to be in the best interests of Herkimer County, with approval of the Herkimer County Legislature.

No successful proposer to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet or otherwise dispose of same, or of its right, title and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Herkimer County Purchasing Agent. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Herkimer County of an attachment against the Successful Contractor, the County of Herkimer shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.
The successful contractor will be required to procure and maintain at its own expense insurance coverages as outlined in the "Standard County Clauses" attached. Herkimer County shall be named as an additional insured.

SECTION 7: Indemnification

The successful proposer shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful contractor, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 8: Remedy for Breach

In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the contract work, together with the County's own costs incurred in procuring a substitute contractor.
HERKIMER COUNTY

Submission Requirements

BACKGROUND

The Herkimer County Sheriff’s department is currently located in the Historic Courthouse at 320 Main Street, Herkimer New York. The Courthouse is in need of extensive repair and is not conducive to the scope of services performed by the department. It is the intent of this request to assist the County in determining the most cost effective solution to the need for new space.

The Sheriff’s Department is made up of approximately 30 employees and is run by the Sheriff and Undersheriff. The department services include pistol permitting, a civil division, welfare fraud investigators, warrants division, training, criminal investigations, sex offender compliance officer, and internal affairs.

In order to properly outfit this department, it is estimated that approximately 9,000 square feet of space will be necessary. Attachment A provides a listing of required space.

OPTIONS

The County is requesting the proposals address two specific options. All persons submitting proposals should be licensed by New York State Law governing the practice of architecture and engineering. The final award will be for the option most beneficial for the County.

Option 1: The County is nearing completion of a new correctional facility located at 711 Middleville Road in Herkimer New York. In anticipation of the need for space, a portion of the property has been prepared for future expansion. The lot is 9,112 square feet and is “build ready” with infrastructure connections for gas, water and electric conduit.

Option 2 Part 1: The former Treasurers Office, located at 108 Court Street, Herkimer New York, is a two story County owned building. The second floor currently houses the Real Property Department. The first floor is occupied by the Audit department, which consists of three employees.

Option two should address an expansion of the first floor into the adjacent parking lot on Court Street. The addition would need to increase the square footage of the first floor by 5,000 square feet to house the entire Sheriff's department.
The building was constructed in 1870 and is comprised of masonry walls with a stone veneer. The first floor originally consisted of approximately 2,000 square feet. An additional 2,100 square foot vault area and second floor offices were added in 1950. Option two would consist of the entire first floor, including the vault and the proposed expansion. Consideration should be given to the need for upgrading both building systems and cosmetics in the existing space as deemed necessary. Handicapped accessibility, code requirements and environmental issues should also be addressed.

**Option 2 Part 2:** The County would like an estimate on what the approximate cost would be to add a second floor to the Option 2 expansion. There is no plan as yet for the space, but if Option 2 is selected and the cost is reasonable, the County may decide to expand upward also.

All options should include potential layout along with projects budgets, architect/engineering services costs and project time line. The County is open to any options the contractor feels may be the most prudent and efficient for the County.

A facility assessment on the Treasurers building as well as photos of both sites are available at:


**QUESTIONS**

All questions or clarifications should be submitted in writing on or before March 17, 2020 to:

Sheri Ferdula  
Budget Officer/Purchasing Agent  
109 Mary Street, Suite 1303  
Herkimer NY 13350  

sferdula@herkimercounty.org.

Any interpretation deemed necessary by Herkimer County will be in the form of an addendum to the RFP and when issued will be delivered to RFP recipients as soon as possible.
REQUIRED INFORMATION

The following list of information/documentation that must be included in all submissions:

- Statement of qualifications
- Client References
- Sample contract for architectural/engineering services to include all phases of design, development and construction with a detailed fee schedule
- Proof of insurance
- Three copies of the proposal
- Detailed description of the phases of construction
- Steps necessary to implement the plan
- Narrative outlining why the option chosen is the most cost effective to the County
- Detailed explanation of any foreseeable concerns with either option and how those concerns could impact costs for the County
- Non-Collusive Bidding Certification.
ATTACHMENT A

Offices needed

Payroll Office 1-employee
Reception 1-employee - Need room for civilians in waiting area 2-4
Civil open to the Public 2-employee
Chief Deputy Office 1-employee
Pistol Permits public 2- employees
Pistol Permits back office staff 2- employee- Need room for civilians out front approx. 5-10 people waiting
Investigators office 3- employees
Undersheriff 1employee
Sheriff 1-employee
Sheriff Assistant -1 -employee
Civil Sg.t and Warrants 2 employees
Unfilled Investigators position -1 employee
Interview room
Juvenile room
Conference room
Record Storage
Weapons storage (pistol permit)
Public toilet/private toilets
Evidence Room
Break Room
IT Room
Holding Area (Bench- Bull Ring)
Armors room (or large safe for ammo and handguns)
Training room unless the Court house will remain open
Additional office for any possible expansion
Quartermaster
Popper closet and storage space
STANDARD CLAUSES FOR ALL COUNTY CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the words “contractor” herein refers to any party other than the County, whether a contractor, licensor, licensee, lessor, lessee or any other party).

PARAGRAPH 1. EXECUTORY CLAUSE: In accordance with Section 362 of the County Law, the County shall have no liability under this contract to the contractor or to anyone else beyond funds appropriated and available for this contract.

PARAGRAPH 2. NON-ASSIGNMENT CLAUSE: In accordance with Section 109 of the General Municipal Law, the contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this contract or of his right, title or interest herein or his power to execute said contract, to any other person or corporation without the previous written consent of the County.

PARAGRAPH 3. WORKERS’ COMPENSATION BENEFITS: In accordance with Section 108 of the General Municipal Law, this contract shall be void and of no effect unless the contractor shall secure compensation for the benefit of, and keep insured during the life of this contract, the employees engaged thereon in compliance with the provisions of the Workers’ Compensation Law.

PARAGRAPH 4. NON-DISCRIMINATION REQUIREMENT: In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), in all other state, federal, statutory and constitutional non-discrimination provisions, the contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability, or marital status. Furthermore, in accordance with Section 220-c of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within New York State, the contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then in accordance with Section 239 thereof, the contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring any New York State citizen who is qualified and available to perform the work; or (b) discriminate or intimidate any employee hired for the performance of work under this contract; contractor is subject to fines of $50.00 per person per day for any violation of Section 220-c or Section 239 as well as possible termination of this contract and forfeiture of all monies due hereunder for a second or subsequent violation.
PARAGRAPH 5. **WAGE AND HOURS PROVISIONS:** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither contractors, employees nor the employees, of a subcontractor may be required or permitted to work more than the number of hours or days stated in said statutes except as otherwise provided in the Labor Law and is set forth in prevailing wage and supplemental schedules issued by the State Labor Department. Furthermore, contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplementals including the premium rate for overtime pay as determined by the State Labor Department in accordance with the Labor Law.

PARAGRAPH 6. **NON-COLLUSIVE BIDDING REQUIREMENT:** In accordance with Section 103-d of the General Municipal Law, if this contract was awarded based upon the submission of bids, the contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time the contractor submitted its bid, said bid contained the non-collusive bidding certification required by Section 103-d of the General Municipal Law.

PARAGRAPH 7. **SET-OFF RIGHTS:** The County shall have all of its common law and statutory rights of set-off. The rights shall include, but not be limited to, the County’s option to withhold for the purposes of set-off, any monies due to the contractor under this contract up to any amounts due and owing to the County with regard to this contract, and any other contract with the County, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto.

PARAGRAPH 8. **RECORD KEEPING REQUIREMENTS:** The contractor shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertinent to performance under this contract for period of six years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The State Comptroller and Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts, and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract", as used in this clause, shall mean the later of completion of the work of the contract or the end date of the terms stated in the contract.

PARAGRAPH 9. **INSURANCE PROVISIONS – CANCELLATION:** All insurance policies required herein shall be specifically endorsed to provide that, in the event of cancellation, non-renewal or material change on the part of the insurer, thirty (30) days written notice shall be provided to the County of Herkimer, Office of the County Attorney, 109 Mary Street, Suite 1320, Herkimer, New York 13350, and the inclusion of such an endorsement shall be confirmed on the certificate of insurance required herein.
PARAGRAPH 10. **INSURANCE PROVISIONS – POLICIES:** Upon request by the County of Herkimer, at any time, the contractor agrees to obtain for the County a certified copy of any insurance policy required herein or any specific endorsement thereto.

PARAGRAPH 11. **CONTRACT DISPUTES:** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized and except when consented to by the County) but must, instead, be heard in a court of competent jurisdiction of the State of New York. Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.

PARAGRAPH 12. **INSTALLMENT CONTRACTS:** In the event that this contract is an installment contract to purchase equipment, machinery or apparatus, the following statement, pursuant to General Municipal Law Section 109-b, shall be included as a term of this contract: This contract shall be deemed executory only to the extent of monies appropriated and available for purpose of the contract, and no liability on account thereof shall be incurred by the purchaser beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this contract.

PARAGRAPH 13. **DISPOSAL OF WASTE AND RECYCLABLES:** All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Management Authority.

PARAGRAPH 14. **GOVERNING LAW:** This contract shall be governed by the Laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

PARAGRAPH 15. **CONFLICT OF TERMS:** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of these Standard Clauses, the terms of these Standard Clauses shall control.

(Revised 12/2014)
NON COLLUSIVE BIDDING CERTIFICATION

SECTION 103-D

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

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the process 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.

DATED: ____________________________

_______________________________
Name of Corporation

BY: _______________________________

_______________________________
HERKIMER COUNTY INSURANCE REQUIREMENTS
ARCHITECTS/ENGINEERS

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the Municipality as an additional insured on the architect/engineers insurance policies, with the exception of workers' compensation and N.Y. State Disability insurance and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.

2. The policy naming the Municipality as an additional insured shall:
   a. Be an insurance policy from an A.M. Best rated "Secure" or better insurer, authorized to conduct business in New York State. A New York licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the Municipality.
   b. State that the architect/engineers coverage shall be primary and non-contributory coverage for the Municipality, its Board, employees and volunteers.
   c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the Municipality for both on-going and completed operations. The decision to accept an endorsement rests solely with the Municipality. A completed copy of the endorsements must be attached to the certificate of insurance.

3. The architect/engineer agrees to indemnify the Municipality for any applicable deductibles and self-insured retentions.

4. Required Insurance:
   a. **Commercial General Liability Insurance**: $1,000,000 per occurrence/
      $2,000,000.
   b. **Automobile Liability**: $1,000,000 combined single limit for owned, hired and
      borrowed and non-owned motor vehicles.
   c. **Workers' Compensation, Employers Liability and NYS Disability Insurance**: Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
   d. **Excess Insurance**: - $5,000,000 each Occurrence and Aggregate. Excess
      coverage shall be on a follow-form basis.
   e. **Architects & Engineers' Professional Errors and Omissions Insurance**: $2,000,000 per occurrence/$2,000,000 aggregate, for the professional acts of the architect/engineer performed under the contract of the Municipality. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work. If the architect of engineer is providing or managing environmental services, the errors & omissions policy must be endorsement to include coverage for these services.
5. Architect/engineer acknowledges that failure to obtain such insurance on behalf of the Municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Municipality. The contractor is to provide the Municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

6. The Municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The architect/engineer further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Municipality but also NYMIR, as the Municipality’s insurer.

7. **Waiver of Subrogation:** For the Commercial General Liability Insurance and Comprehensive Business Automobile Liability Insurance required, the Contractor shall cause to be included in each of its policies a waiver of the insurer’s right to recovery or subrogation against the Municipality, and any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. A Waiver of Subrogation Endorsement evidencing such coverage shall be provided to the Municipality upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

8. **Subcontractors:** Prior to the commencement of any work by a subcontractor, the Contractor shall require such subcontractor to procure policies of insurance as required by this section and maintain the same in force during the term of any work performed by that subcontractor.

9. **Notice of Cancellation or Non-Renewal:** Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide the Municipality with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Contract.