

# Request for Proposal



County of Orange, New York  
Edward A. Diana, County Executive  
John Horan, Fire Coordinator

**Structural Engineering Survey**  
Of  
The Burn Building  
At  
The Orange County Fire Training Center  
New Hampton, New York

Proposal Number: RFP-FTC01-10

Issued by:

Orange County Division of Purchase  
James P Burpoe, Director  
PO Box 218  
255 Main Street, Suite 3239G  
Goshen, New York 10924

## **SCOPE**

The Orange County Fire Training Center is in need of a firm to complete a structural engineering survey of our existing burn building located at the Orange County Fire Training Center, New Hampton, New York.

This survey is required in order to maintain compliance with NFPA 1403, and all proposals shall be submitted based upon each requirement contained within this regulation.

Those submitting proposals shall be licensed in the area applicable to this type of request, and must submit proof with their proposal. They must also be in the business of providing this type of service and considered to have experience and expertise with burn buildings. (NFPA 1403-6.2.2.2).

## **EXISTING ENVIRONMENT**

The concrete block burn building to be surveyed was constructed in 1991, and in use since. The building has been surveyed for the past 5 years. Former surveys and/or inspections can be viewed prior to the bid opening at the Fire Training Center upon request. Approximately eight (8) years ago, a refractory coating was re-applied to areas of de-lamination in accordance with the standards governing such buildings at that time.

The building stands three-stories high, and is used moderately during the spring, summer and autumn months. The primary fuel source for creating training fires is wood pallets. There is no fuel source piped or otherwise to the building.

## **INQUIRIES**

All inquiries should be addressed to the Division of Purchase in writing, no later than April 30, 2010, 5pm. No questions will be addressed in any other form.

Written inquiries shall be sent to:

James P Burpoe, Director of Purchases  
Orange County Division of Purchase  
PO Box 218  
255 Main Street, 3<sup>rd</sup> Floor  
Goshen, NY 10924

Fax (845) 291-2797

There will be no scheduled site visit, or pre-bid conference. In the event you wish to view the facility, you are asked to contact James McCann, Fire Training Center Manager, at 845-374-1900. Any questions you have during your visit should be reduced to writing and forwarded to the Division of Purchase for an official response.

## **PROJECTED TIMELINE**

Proposal release date: April 14, 2010  
All written questions due: April 30, 2010, 5pm  
Proposals due: May 12, 2010, 5pm

Proposals shall be sent to :

James P Burpoe, Director of Purchases  
Orange County Division of Purchase  
PO Box 218  
255 Main Street, Suite 3239G  
Goshen, NY 10924

## **SCOPE OF WORK**

All work is to be performed in accordance with NFPA 1403. Work shall include at a minimum, but not necessarily be limited to the following components:

Meet with Training Center personnel in order to establish a reliable building history as well as future needs for training and building use.

Perform a visual survey and evaluation of exposed burn building ceilings, walls, floors and roofs.

Perform "sounding" of exposed concrete slab surfaces at roof, ceilings and floors to determine where de-laminations are occurring.

Remove and patch no less than six (6) cores from floor slabs to visually inspect for de-lamination. In addition, all core samples shall be tested using compressive strength tests to estimate remaining compressive strength of concrete in the slabs.

Submit written reports including observations, evaluation, recommendations for repair and maintenance, basic floor plans and photographs.

## **PROPOSAL DEADLINE**

***All proposals are due on May 12, 2010, no later than 5 pm, EST.***

Proposals shall be delivered in TRIPLICATE to the following address:

James P Burpoe, Director of Purchases  
Orange County Division of Purchase  
Orange County Government Center  
255 Main Street, Suite 3239G  
Goshen, NY 10924

Proposals received after this deadline will not be opened and will be returned to the addressee.

## **PROPOSALS AND PRESENTATION COSTS**

The County of Orange will not be liable in any way for any costs incurred by the offerors in the preparation of their proposals in response to this RFP nor for the presentation of their proposals and/or participation in any discussions or negotiations.

## **REJECTION OF PROPOSALS**

The County of Orange reserves the right to accept or reject in part or whole, and or all of the proposals submitted. The County of Orange will reject the proposal of any offeror determined to be non-responsible in accordance with any statute, regulation and/or ordinance. Unreasonable failure of an offeror to supply the organization promptly with information with respect to responsibility may be grounds for a determination of non-responsibility.

## **PROPOSAL SUBMITTAL FORMAT**

Offerors must include the following information in their proposal and should use the following format when compiling their responses.

### **Cover Letter**

The response should include a cover letter signed by a person who is authorized to commit the offeror to perform the work included in the proposal, and should identify all materials and enclosures being forwarded in response to the RFP.

### **Table of Contents**

The table of contents provides a listing of all major topics, their associated section number and starting page number.

### **Description of Relevant Experience, Qualifications and Capacity**

All offerors will supply a detailed description of their firm, including their experience with burn buildings.

This description shall include a list of no less than five references for which similar services have been provided, including telephone numbers.

### **Technical Proposal**

Offeror shall include information specific to their plan to meet our technical requirements.

### **Proposed Costs**

All costs with performing the requested service shall be included in this section. A detailed listing of the services and materials to be provided shall be included in this section.

## **EVALUATION OF PROPOSALS AND AWARD**

The award shall be made to the offeror whose proposal is determined to be in the best interest of the County, taking into consideration those criterion listed below (all equally weighted):

- *Cost*
- *Experience*
- *Adherence to NFPA regulations (must meet criteria set forth by this organization)*
- *References*
- *Compliance with RFP document*
- *Presentation of proposal*

## **AGREEMENT DEVELOPMENT**

The County of Orange reserves the right to negotiate with one or more offerors. The contents of the Request for Proposal and successful offeror's proposal will become an integral part of the agreement, but may be modified during negotiations.

NON-COLLUSIVE BIDDING CERTIFICATION

- (a) "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 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."
- (b) A bid shall not be considered for award nor shall any award be made where (a)(1)(2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

_____	_____
DATE	COMPANY NAME
	_____
	NAME AND TITLE
	_____
	SIGNATURE
	_____
	ADDRESS
AWARDED:	_____
_____	CITY AND STATE ZIP CODE
(DATE)	_____
	TELEPHONE NUMBER / FAX NUMBER
_____	_____
DIRECTOR OF PURCHASES	WEB ADDRESS
	_____
	E-MAIL ADDRESS
	_____
	FEDERAL ID NUMBER
	_____
	D&B D-U-N-S Number

**ASSIGNABILITY OF CONTRACT**

The Contractor is prohibited from assigning, transferring, conveying, sub-contracting or disposing of this contract, or of any part thereof, or any payment to become due thereunder, or of his right, title or interest therein or his power to execute such contract to any other person or corporation without the previous consent in writing of the OWNER awarding the contract. If the Contractor fails to comply with this clause, the owner may immediately declare breach of contract.

**FAILURE TO PERFORM**

Should the Contractor fail to perform as required by the specifications, the county may cancel the order and terminate the contract. In such event, the County will assume no responsibility for, nor will it reimburse the Contractor for any expense or loss to the contractor because of such termination or cancellation. County will then purchase products/service on the open market and charge back the differences to defaulting vendor.

**HOLD HARMLESS CLAUSE**

The Contractor shall defend, indemnify, save & hold harmless the County of Orange, it's agents, officers and employees from and against all suits, or claims, which may be based upon any injury to or death of any person or persons or damage to property, which may occur, or which may be alleged to have occurred in the course of the performance of this agreement by the Contractor, whether such sum claimed shall be made by an employee of the contractor by a third person, or their representatives, and whether or not it shall be claimed that the said injury, death, or damage were caused through a negligent act, or omission, of the Contractor; and the Contractor shall, at its own expense, defend any and all costs and other expenses, arising therefrom, or incurred in connection therewith, and, if any judgment shall be rendered against the Owner in any such action, or actions, the contractor shall, at its own expense, satisfy and discharge the same.

**EXCULPATORY CLAUSE**

The Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any act or omission to act of the County or any of its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

## INSURANCE

For all services set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained in full force and effect during the term of agreement at its expense, worker's compensation insurance, liability insurance covering personal injury and property damage and other insurance with stated minimum coverage as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the compensation of the services to be performed. Except for worker's compensation and professional liability, the County shall be **named as additional insured** on all such policies with the understanding that any obligations imposed upon the insured (*Including, without limitation the liability to pay premiums*) shall be the sole obligations of the Vendor, not those of the County. **The additional insured endorsement should read County of Orange.** Notwithstanding anything to the contrary in this agreement, Vendor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described herein. The provisions of insurance by Vendor shall not in any way limit Vendor's liability under this agreement.

<b>Type of Coverage</b>	<b>Limits of Coverage</b>
Workers Compensation	Statutory
Employer's Liability or similar insurance	\$1,000,000 each occurrence
Automobile Liability, Bodily Injury, Property Damage	\$1,000,000 aggregate \$1,000,000 each occurrence
Comprehensive General liability, including broad form contractual liability, bodily injury and property damage.	\$1,000,000 aggregate \$1,000,000 each occurrence
Professional Liability (if commercially available for your profession)	\$1,000,000 aggregate \$1,000,000 each claim

Certificates of insurance evidencing Vendor's compliance with these requirements shall be required of awarded vendor prior to signing the contract.

## NON-RESTRICTIVE USE OF BRAND NAME AND PART NUMBER

The use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is in no way intended to limit or restrict competition.