

REQUEST FOR PROPOSAL

Eugenio Maria de Hostos Charter School

27 Zimbrich Street

Rochester NY 14621

ARCHITECTURAL and/or ENGINEERING SERVICES

Issued: May 2022

Return Deadline: June 30, 2022

GENERAL INFORMATION/CONDITIONS:

Eugenio Maria de Hostos Charter School requests submissions of proposals to provide architectural and/or engineering services in connection with the planning, approval, and implementation of a capital project. The School intends that the architect chosen act as the School Architect in all phases of planning, SUNY and State Education Department (SED) approval, design, bidding, award, and close-out of the chosen project(s).

The School consists of three school buildings, one (1) elementary school, one (1) middle school and one (1) high school. The total number of students is approximately 973. The school also consists of an Administrative Building located on the main campus.

EMHCS is seeking architectural and/or engineering services for our proposed Capital Project. Information for the request for proposal (RFP) may be obtained from John Harris, Director of Operations, 585-622-2074 or by emailing jharris@emhcharter.net Interested companies or individuals please submit three (3) copies via email listed above or to:

Director of Operations: John Harris
Eugenio Maria de Hostos Charter School
27 Zimbrich Street
Rochester, New York 14621

Envelopes containing proposals must be labeled as follows:

“ARCHITECTURAL and/or ENGINEERING SERVICES”

The deadline for submission of proposals is **4:00 p.m. on Friday, June 30, 2022.**

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.**

The Board of Trustees reserves the right to reject any and all proposals submitted or to accept any proposal which, in the opinion of the Board, will be in the best interest of the School.

TENTATIVE RFP TIMELINE:

May 15, 2022 RFP Available

June 30, 2022 Proposals must be submitted

Proposal Review and Evaluation June 30, 2022

Interviews with Selected Firms, Early July, 2022 Board will award on or before July 15th

Please note that the above listed dates are tentative only. EMHCS reserves the right to revise the timeline as necessary.

WALKTHROUGH

All prospective proposers are invited to attend a Campus walkthrough at **their convenience**. Please notify Mr. John Harris at 585-622-2074 by **June 1, 2022**, if you would like to conduct a walkthrough.

POINT OF CONTACT:

EMHCS RFP documents are distributed by the Director of Operations. The Director of Operations shall be the only one authorized to make changes or alterations to anything contained in this RFP. Copies of RFP documents obtained from any other source are not considered official copies. Only those prospective proposers who obtain RFP documents from the Director of Operations will be sent addendum information if such information is issued.

Limited requests for clarification or additional information regarding this Request for Proposal are to be submitted in writing prior to the proposal opening. **Verbal questions will not be entertained.** Questions may be submitted **via email to jharris@emhcharter.net**. Questions must be submitted at least 72 hours prior to the proposal opening. Failure to do so may result in rejection of the proposal as being unresponsive. Any substantive requests for information that are received and responded to by EMHCS will be provided to perspective proposers in the form of an addendum.

PROPOSAL COSTS:

All costs associated with preparing a response to this RFP are the responsibility of the Proposer. The School shall not be responsible for any such costs.

MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Any proposal may be withdrawn or modified by written request of the Proposer, provided such request is received by the Director of Operations at the above address prior to the date and time set for receipt of proposals.

RIGHT TO REJECT PROPOSALS:

This RFP does not commit the School to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or to procure or contract for services. The School intends to award a contract on the basis of the best interest and advantage to the School and reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proposers, or to cancel this RFP, in part, or in its entirety, if it is in the best interest of the School. The School may select as the successful proposal which, in the School's sole discretion and with whatever modifications the School and the Proposer may mutually agree upon, best meets the School's requirements whether or not that proposal is the lowest priced. No Proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the School, in its sole discretion, shall enter into a contract with the Proposer that it selects as the successful contractor.

CONTRACT AGREEMENT:

The selected proposer will be required to agree to and sign a formal written contract between the School and the proposer. Provisions of this RFP and the contents of the successful response will be used to establish final contractual obligations. It is understood that this RFP and the Respondent's proposal shall be attached and included by reference in the contract signed by the School and the successful Respondent.

The School retains the option of canceling the award if the successful Respondent fails to accept such obligations.

RIGHT TO NEGOTIATE WITH PROPOSERS:

The Board reserves the right to negotiate with all Proposers and to enter into a contract for services with the Proposer on terms and conditions that are in the School's best interests.

NEGOTIATED CHANGES:

In the event negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.

DURATION OF PROPOSALS:

Proposals will remain in effect for a period of sixty (60) days from the deadline for submission of the proposal.

STANDARD CONTRACT CLAUSES:

The successful Proposer will be required to enter into a written agreement for services that incorporates the terms and conditions of this RFP, including the following minimum terms and conditions. The submission of a response to this RFP indicates the Proposer agrees to the following terms and conditions for professional services. The School reserves the right to include additional topics in the final agreement with the successful Proposer and to make changes to the following clauses.

A. Compliance with Law and Standard Practices:

The Proposer shall perform its obligations hereunder in compliance with all applicable federal, state, and local laws, rules, and regulations, including applicable licensing requirements.

B. Statutory Compliance:

The Proposer covenants and agrees to comply in all respects with all federal, state, and local laws and ordinances regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages, and human rights.

C. Prevailing Wage Law:

The Proposer will pay prevailing wages and benefits to the extent required by the laws of the State of New York.

D. Assignment or Subletting of Contract:

The Proposer may not assign, transfer, convey, subcontract, or otherwise dispose of this Agreement or its responsibility to perform under this Agreement or its right, title, or interest in and/or to the same, nor any monies which are or will become due on and payable to it there under, nor the power to execute such Agreement to any other person or corporation without the prior express written consent of the School.

E. Indemnification:

The Proposer will indemnify, defend with competent counsel and hold harmless the School, its Board of Trustees, agents and employees from and against any judgment or award and any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law or equity caused or sustained by or because of any omission of duty, negligence or intentional wrongful act on the part of the Proposer, its employees or agents, including subcontractors, in connection with this Agreement to the extent the Proposer is adjudged to be liable for such judgment or award or claim.

F. Contract Modifications:

This Agreement represents the entire and integrated agreement between the School and the Proposer and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the School and the Proposer.

All verbal clarifications, changes, or modifications of the scope or details in the work are to be followed up with written verification and agreement by both parties. The School reserves the right of final interpretation of any clarifications or modifications relative to the Agreement.

G. Severability:

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every term and

provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

H. Conflict of Interest:

The Proposer hereby covenants and agrees that no member of the Board or other School officer or employee forbidden by law to be interested in this Agreement will directly or indirectly benefit, therefore.

I. Independent Contractors:

The School and the Proposer are independent contractors and shall have no other relationship. Neither party shall have or hold itself out as having the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other party.

J. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any litigation or other proceeding arising under this Agreement shall be commenced in a court of appropriate subject matter jurisdiction in the State of New York with venue in Monroe County.

INSURANCE:

Worker's Compensation and other Mandated Insurance: Each Proposer shall take out and maintain during the life of the contract the statutory Worker's Compensation and Employer's Liability Insurance, and all other insurance required by law, for all of his employees engaged in work under this contract.

Bodily Injury and Property Damage Liability Insurance: Each Proposer shall take out and maintain during the life of the contract a Comprehensive General Liability Insurance Policy for Bodily Injury, including Accidental Death, and Property Damage shall protect the Proposer from claims for damage which may arise from operations under this contract, whether such operations be by Proposer, or by any subcontractor or by anyone directly or indirectly employed by them.

The hazards insured against are listed below:

- Premises-Operations
- Project & Completed Operations
- Explosion & Collapse
- Underground
- Contractual Insurance
- Broad Form Property Damage
- Independent Contractors
- General Liability, including personal and advertising liability
- Automobile Liability, including owned, hired and non-owned vehicles
- Professional Liability
- Umbrella Liability

The required limits of liability coverage on the above listed shall be:

General Liability

Bodily Injury and Property Damage Liability

- Each Occurrence \$1,000,000
- Aggregate \$2,000,000

Automobile Liability

Automobile Liability including Hired/Non-owned Autos

- Combined Single Limit \$1,000,000

Professional Liability

- Each Occurrence \$2,000,000
- Aggregate \$2,000,000

Umbrella Liability

Providing Coverage over General, Automobile and Professional Liability

- Each Occurrence \$3,000,000
- Aggregate \$3,000,000

The Architectural firm must have Professional Liability Insurance. The insurer on all such policies must be licensed to do business in New York State.

EXPECTED SCOPE OF SERVICES:

Proposers should develop proposals under the assumption that the proposer will be responsible for working with an outside firm for construction management services selected by the School through a separate request for proposal process.

The Services the Architect may provide include, without limitation:

****See Scope of work Document on last page

PRE-CONSTRUCTION PHASE:

- Complete a detailed building design including floor plans for all prime contractors. Develop project narratives outlining general building systems. Provide construction documents with ample detail for bidding to multiple prime contractors.
- Review and comment on design development cost estimates with the district, clerk of works, and/or construction management.
- Establish contact and maintain liaisons as necessary with the State Education Department authorities and SUNY Charter Institute during all approval processes.
- Attend pre-bid meetings with potential contractors. Answer bid RFIs and prepares addenda (as needed) related to the design document.
- Assist the School in establishing cost breakdowns and other controls with which to evaluate the responsiveness and completeness of construction bids received.
- Identify materials that will require long lead items to obtain the most economic benefit from a cost standpoint (balancing short and long term needs) while maintaining the School's functional and program requirements.
- Assist with establishing a system of controls requiring specific performance of contractors and vendors, and which will anticipate by means of adequate reporting and documentation, the means to resolve disputes, delays and change orders.
- In conjunction with the School, assist with the delineation of responsibilities and duties among the School, the Construction Manager, contractors, suppliers and others involved in the project.

CONSTRUCTION PHASE:

- Provide full-time, on-site and off-site staff to perform all duties in a timely manner, including, without limitation, communication with contractors to expedite their work, maintenance of quality control and conformance to the contract documents.

- Evaluate the construction activity, including site visits to monitor the work in progress, review all monthly requisition and payment processes and keep accounts, handle inquiries, keep records, report on schedule progress and estimated completion cost, prepare punch lists, administer completion and handover process, and review record drawings, warranties, guarantees, etc., for acceptability.
- Assist with the review process after receiving submittals and shop drawings while checking for conformance with the contract documents, maintaining accurate records of accepted shop drawings and submittals.
- Assist with monitoring progress and evaluate proposed change orders and their cost impacts during the construction phases of the project.
- Provide all necessary personnel and expertise required for the timely administration of contracts, negotiation of change orders and resolution of disputes and delays.
- Assist the School with the testing services and other services retained for the project and with the coordination of activities of the utility companies and the regulatory agencies.
- Continue progress evaluation, determine effects on the project schedule and make recommendation to adjust the work as required to maintain the accepted schedule.
- Attend/conduct when necessary all weekly and specially scheduled job meetings involving the project team; keep and distribute accurate minutes of meetings in a timely manner.
- Prepare and maintain a current master record copy of drawings showing all changes to the contract drawings.
- Collect and organize for delivery to the School all operating manuals, equipment lists and maintenance manuals required by the contract documents.
- Recommend to the School when inspection(s) to determine substantial completion and final completion and punch-lists should be made, conduct such inspection(s) with the project team and others, as required, and ensure that all punch-list items are corrected.
- Assist the School personnel in assuming operation of all systems, including scheduling of instructional sessions by the contractor as required in contract documents.
- Notify the School of the suspected presence of hazardous or toxic materials, incomplete work, any failures of contractors to perform work and such other occurrences or conditions as may adversely affect the Project.
- Assist the School in exercising guarantees and warranties.
- Diligently pursue all contractor closeouts.
- Deliver all records, final drawings, documents and other items pertinent to the project to the School.

CRITERIA FOR EVALUATING PROPOSALS:

The Director of Operations will receive all proposals. The CEO, administration, supervisors and Building Committee members will review the proposals received and will further evaluate them, using the criteria listed below. The School reserves its rights to examine any other criteria and take the same under consideration and to reject any firm or proposals despite its compliance with these criteria if it determines that to do so would be in its best interests.

- Qualifications and experience of the Firm and other key personnel.
- Knowledge of and experience with N.Y.S. Education Department and SUNY Charter school Institute procedures regarding construction projects and other state and federal laws affecting the operations of Charter Schools.
- Recommendations from other schools or districts.
- Extent of services offered, and depth and extent of overall resources that can be put to use by the School.
- Architectural Fees.

The School reserves the right to reject any and all proposals submitted, to request additional information from all proposers, and to negotiate with one or more of the finalists regarding the terms of the engagement. The School intends to select the firm(s) that, in its opinion, best meets the School needs.



APPENDIX A: ARCHITECTURAL and/or ENGINEERING SERVICES
QUESTIONNAIRE

The below information must be included within the proposer's proposal:

1. Provide a Company Profile that includes the following:
 - a. The size of the firm (number of employees)
 - b. The number of years that the firm has been in business
 - c. The type of service the firm can provide (i.e., full service, limited service with subcontractors, etc.)
 - d. The background of the firm
 - e. The location and address of the office from which the work for this School is to be performed.

2. Provide a list of those individuals in the firm with expertise in public school construction that will be directly involved with the School and whose participation will be contractually committed to the School. Include a résumé that includes information without limitation such as:
 - a. Years of experience in NYS public school construction
 - b. Educational background,
 - c. The date the person began work for the firm,
 - d. Their experience in designing NYS public or Charter school construction projects in the position to be held for this School project,
 - e. Any special skills,
 - f. A list of references with names and telephone numbers of contact persons for each person.
 - g. The approximate percentage of work time each key person would devote to this School.

3. On a separate page list the school districts you represent. Indicate the size (enrollment), the total dollar amount of the construction projects that you have completed with each district, and a contact person (including phone number) for references.

4. Total number of persons in the firm with expertise in State Education Department procedures for public and/ or charter school construction projects: _____

5. Will an architect be available to attend Board meetings and other special meetings, etc. without limitations (mostly evenings) when required? ___ Yes ___ No

6. Do you have any conflicts of interest or affiliations with employees of the School that would prohibit or restrict your representation of Eugenio María de Hostos Charter School? ___ Yes ___ No If yes, please specify on a separate schedule.

7. Have you been involved directly or indirectly in any litigation involving a project with a New York State public or charter school or district in the past ten (10) years under your current company name or previous company names? ___ Yes ___ No If yes, please specify the details on a separate schedule.

APPENDIX B: ARCHITECTURAL and/or ENGINEERING FEES TABLE

A fee proposal; include all information necessary to determine the cost of the services for each phase of the project (pre-referendum, pre-construction, construction). Provide a detailed list of items that the firm considers reimbursable by the School. Indicate whether the firm is willing to undertake the preliminary work through voter approval without cost to the School, and if so, indicate the effect on cost for services to be provided after voter approval. Specifically, in the proposal please detail a fee structure for projects with the following limits:

Project Cost	Architect Fees	Reimbursable Costs	Additional Fees (Post bid additions, Owner requested change orders, etc....)
Master Planning			
\$1-\$9,999,999			
\$10,000,000-\$19,999,999			
\$20,000,000-\$29,999,999			
\$30,000,000-\$39,999,999			
\$40,000,000-\$49,999,999			
\$50,000,000 +			



APPENDIX C: AREAS OF EXPERTISE FORM

For each of the following areas indicate:

	Can you provide service in this area?	Do you have direct staff that will provide this?	How many in firm with direct expertise?	Comments :
Architectural/ Engineering Services				
Master Planning				
Security Design				
HVAC Design				
Plumbing Design				
Electrical Design				
General Site Work				
Lighting Design				
Landscape Design				
Asbestos Design				
Athletic Field Design				
Technology Design				
Interior Design				
Traffic Studies including Parking Lot Design				



LEED Certified Staff				
State Aid Calculations for Building Aid				
Staff that provides assistance with all SED required forms				

Building Condition Surveys				
List other specialties or areas of expertise				

Eugenio Maria De Hostos Joseph Expansion 2023-2030

EXPECTED SCOPE OF DESIGN AND ESSENTIAL NEEDS

Long Range VISION, objective and Facility needs: To construct a facility as an addition to the existing building in order to become a 7th-12th Grade Campus which will serve 600 Students at capacity.

- The following facility needs are in addition to the existing facility and should be considered as a “Phased approach”:
 - 16 Classrooms / (2 are Science Labs) 500-625sf.
 - 12 Offices for Admin / support staff 110-175sf.
 - 3 Offices Senior Admin 200sf.
 - 2 Partners Offices 200sf.
 - Cafeteria and Staff lounge
 - Registration Center (2 small office spaces / waiting room) 600sf.
 - Art Room 7-12 800sf.
 - Music Room 7-12 800sf.
 - Restrooms to accommodate 400 Students
 - Gymnasium (Sec IV)
 - Separate Entrance for HS
 - Book room storage
 - Testing Storage room

Planning and Phasing:

- 5 year plan?
- Phase I 9th grade on Campus
- Phase 1: 2023-2024 (2024-2025) School Year
 - Art and Music rooms
 - Cafeteria and Staff Lounge
 - 5 Classrooms (1 being connected science Lab)
 - SPED room
 - Offices (P, VP, Main Office, Counselor, Registration Center, Restroom, SPED)
 - Restrooms
 - New Entryway
- Phase II: 10-12th Grade and Multicultural Arts Center 2029-2030 School year
 - 11 Classrooms (1 being connected Science Lab)
 - Offices (8 for Support Staff, 2 Partners)
 - Book Room / Storage
 - Testing Room / Storage
- Phase II: Gymnasium 2030-2031 School Year