

Albany Water Board

REQUEST FOR PROPOSALS For the provision of Real Estate Consulting Services

Issue Date: November 21, 2016

Due Date: December 12, 2016 at 4:00PM

Owner: Albany Water Board
Attention: Joseph E. Coffey, Jr., P.E., Commissioner
10 North Enterprise Drive
Albany, NY 12204

All inquiries for information should be in writing and directed to Joseph E. Coffey, Jr., P.E., address listed above.

HARD-COPY, ORIGINAL PROPOSALS MUST BE RECEIVED AT THE OFFICES OF THE ALBANY WATER BOARD ON OR BEFORE THE DATE AND TIME DESIGNATED ON THIS SOLICITATION. ELECTRONIC SUBMISSIONS AND FACSIMILE SUBMISSIONS WILL NOT BE ACCEPTED IN LIEU OF THE HARD-COPY, ORIGINAL PROPOSAL. OFFERORS ARE RESPONSIBLE FOR THE DELIVERY OF THEIR PROPOSAL. PROPOSALS RECEIVED AFTER THE OFFICIAL DATE AND TIME WILL BE REJECTED.

SEND PROPOSALS BY MAIL, HAND DELIVERY, OR COURIER TO: Joseph E. Coffey, Jr., P.E., Commissioner for the City of Albany Department of Water & Water Supply, 10 North Enterprise Dr. Albany, NY 12210. THE RFP TITLE, DATE AND TIME OF PROPOSAL SUBMISSION DEADLINE, AS REFLECTED ABOVE, MUST CLEARLY APPEAR ON THE FACE OF THE RETURNED PROPOSAL PACKAGE.

In compliance with this Request for Proposals and to all conditions imposed therein and hereby incorporated by reference, the Undersigned offers and agrees to furnish the goods/services described herein in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

_____ Date: _____

_____ By (Signature in Ink): _____

_____ Zip Code _____ Name Typed: _____

E-Mail Address: _____ Title: _____

Telephone (____) _____ Fax Number: _____

FEI/FIN NO: _____

I. PURPOSE

The intent and purpose of the Request for Proposals (RFP) is to solicit proposals to establish a professional contract for Real Estate Consulting services with the Albany Water Board (AWB) for assistance in developing strategies and options for assuring the facilities and property needs of the Albany Water Board/Department of Water & Water Supply are sufficient for projected current and future needs.

Proposals will be received until 4:00 PM Eastern Standard Time on Monday, December 12, 2016.

II. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

In order to be considered for selection, the respondent must submit a complete response to this RFP. Ten (10) copies of each proposal must be submitted to AWB. The proposals shall be signed by an authorized representative of the respondent.

Proposals should be as thorough and detailed as possible so that AWB may evaluate the respondent's capabilities to provide the required services. Respondents are required to submit the following items as a complete proposal:

1. The RFP cover sheet signed and filled out as required. Provide the names of the person(s) who will be authorized to make representations for the Respondent, their titles, addresses, and telephone numbers. Provide information confirming that the person signing the RFP is authorized to bind the firm.
2. A written narrative statement to include (a) experience of your company and its staff in providing the services described in Contract Requirements; (b) names, qualifications and relevant experience of personnel to be assigned to the contract; (c) resumes of staff to be assigned to the contract; (d) locations of company offices that will service the contract; (e) description of the firm relative to the size of the project.
3. Specific plans for providing the proposed services including, but not limited to (a) list of proposed services; (b) proposed approach and methodology; (c) how the services will be performed and schedules; (d) method of initiating services; and (e) description of any other services not outlined in the solicitation.
4. A list of at least three (3) references where the Respondent has provided the services described in the RFP. Include the organization, contact name, title, location, telephone number, and email address. Provide the information on past and current contracts.
5. Detailed proposed fees.

III. CONTRACT AND REQUIREMENTS

Described below are the minimum services AWB expects in establishing an agreement with the Broker. Services include, but are not limited to the following:

- A. Kick-Off Meeting. The Broker and its staff will meet with AWB to discuss the expectations of all parties, and will include a discussion of the programming and space planning studies recently completed for AWB properties at 10 N. Enterprise Dr., and 35 Erie Blvd., Albany.
- B. Based on the Programming and Space planning studies, assist the AWB to develop options to consider for expansion, including alternative locations in the City of Albany.
- C. Consult with AWB to locate potential properties for disposal of spoil materials.
- D. Provide Market Analyses and Pricing Guidance for Properties. Analyses should include information regarding local and national market conditions, local and national prices, and business terms. The Proposer will also be expected to provide financial modeling and analyses of proposed transaction alternatives.
- E. Attend Meetings as Necessary. The Proposer will be expected to meet with AWB periodically, and as needed, to provide updates of activities.
- F. Assist in the Negotiation of Terms with potential sellers and/or their agents.
- G. Provide Services in connections with the Preparation, Drafting and Execution of Final Purchase Agreements.

IV. EVALUATION CRITERIA:

Proposal shall be evaluated by AWB using the following criteria:

- A. Demonstrated expertise, experience, and qualifications of the Respondent's personnel that will be assigned to provide broker services related to the Contract Requirements.
- B. Specific plans and methodology for the providing the proposed services
- C. Fee structure.

V. RIGHT TO REJECT PROPOSALS AND WAIVE INFORMALITIES

Issuance of this RFP and receipt of proposals does not commit AWB to award a contract. The AWB reserves and may exercise the following rights and opinions with respect to the selection process:

1. To reject any or all proposals and reissue the RFP at any time before execution of a final contract.
2. To supplement, amend or otherwise modify the RFP at any time before selection of one or more respondents for negotiation and to cancel this RFP with or without issuing another RFP.
3. To accept or reject any or all of the items in any proposal and award a contract, in whole or in part, if it is deemed to be in the AWB's best interest to do so.
4. To reject the proposal of a respondent that, in sole judgment of the AWB has been delinquent or unfaithful in the performance of any contract with the AWB and/or the

City of Albany, is financially or technically incapable, or is otherwise not a responsible respondent.

5. To waive any minor informality, defect or deviation from this RFP that is not, in the AWB's sole judgment, material to the proposal.
6. To request that some or all of the respondents, clarify, modify or supplement proposals.
7. To conduct concurrent contract negotiation with multiple respondents if it is in the best interest of the AWB, or the City of Albany to do so.

VI. CONTRACT PERIOD:

The term of this contract is for one year, or as negotiated. There will be an option for one one-year renewal exercised by mutual consent.

VII. COST PROPOSAL:

Compensation for services rendered under the award will be according to time and materials with hourly rates identified in the proposal. Potential commissions paid to the successful Proposer shall be identified in the Proposal in the event the services resulting from the work result in a purchase of property.

Clearly set forth in detail any and all additional expenses for which you expect to be reimbursed. The proposal must, however, provide a guarantee that no additional fees will be charged to the AWB without prior written consent by the AWB.

VIII. INDEMNIFICATION:

The selected proposer will be required to defend, indemnify, and save harmless the AWB, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the selected proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

IX. QUESTIONS AND ANSWERS:

Email any questions or requests for clarifications to jcoffey@albanyny.gov

SUBMISSION

Please submit your proposals on or before **4:00 P.M. on Monday December 12, 2016**. Fax and email submissions will not be accepted. Proposals shall be sent to:

Albany Water Board
Joseph E. Coffey, Jr., P.E., Commissioner
Department of Water & Water Supply
10 N. Enterprise Dr.
Albany, NY 12204

Direct questions regarding the preparation of responses in writing to:

Albany Water Board
Joseph E. Coffey, Jr., P.E., Commissioner
Department of Water & Water Supply
10 N. Enterprise Dr.
Albany, NY 12204

X. MODIFICATION AND WITHDRAWAL OF PROPOSALS:

- 10.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.
- 10.2 If within twenty-four (24) hours after the deadline for the submission of proposals set forth in Section 2.1 above any proposer files a duly signed written notice with the AWB and promptly thereafter demonstrates to the reasonable satisfaction of the AWB that there was a material and substantial mistake in the preparation of its proposal, that proposer may withdraw its proposal. Thereafter, that proposer will be disqualified from further proposal on the work.

XI. INSURANCE REQUIREMENTS:

- 11.1 The selected proposer will be required to procure and maintain at their own expense the following insurance coverage:
 - a) Workers' Compensation and Employer's Liability Insurance: A policy or policies providing protection for employees of the selected proposer in the event of job-related injuries.
 - b) General Liability Insurance: A policy or policies of comprehensive general liability insurance with limits of not less than \$1,000,000.
 - c) Automobile Liability Insurance: A policy or policies of comprehensive automobile liability insurance with limits of one hundred thousand dollars (\$100,000.00) for each person and three hundred thousand dollars (\$300,000.00) for each occurrence.
 - d) Professional Malpractice Insurance: A policy or policies with limits of not less than \$1,000,000. The professional malpractice insurance must be issued by an insurer licensed to do business in the State of New York and must have an A.M. Best rating of not less than "A".
- 11.2 Each policy of insurance required shall be in form and content satisfactory to the Corporation Counsel, and shall provide that:
 - a) The ALBANY WATER BOARD is named additional insured on a primary and non-contributing basis (excepting Professional Malpractice Insurance).
 - b) The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the AWB.
 - c) The insurance policies shall be automatically renewed upon expiration and continued in force unless the AWB is given sixty (60) days written notice to the contrary.

11.3 No work shall be commenced under the contract until the selected proposer has delivered to the AWB or his/her designee proof of issuance of all policies of insurance required by the Contract to be procured by the selected proposer. If at any time, any of said policies shall be or become unsatisfactory to the AWB, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the AWB for approval. Upon failure of the selected proposer to furnish, deliver and maintain such insurance as above provided, this Contract may, at the election of the AWB, be forthwith declared suspended, discontinued or terminated. Failure of the selected proposer to procure and maintain any required insurance shall not relieve the selected proposer from any liability under the Contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected proposer concerning indemnification.

XII. NON-COLLUSIVE PROPOSAL CERTIFICATE & ACKNOWLEDGMENT:

12.1 Each proposer shall complete and submit with its, his, or her proposal the "Non-Collusive Proposal Certificate" and the "Acknowledgment" found on the three (3) pages that follow this page.

NON-COLLUSIVE PROPOSAL CERTIFICATE
PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-D

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

- (1) The prices in the 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 proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(date)

(signature)

(name and title)

(name of firm)

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)

COUNTY OF _____) SS.:

On this _____ day of _____, 2016, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he, she, or they severally acknowledged to me that he/she/they executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)

COUNTY OF _____) SS.:

On this _____ day of _____, 2016, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he/she is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he/she knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he/she signed his/her name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)

COUNTY OF _____) SS.:

On this _____ day of _____, 2016, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of _____ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____