



# Empire State Development

## REQUEST FOR PROPOSALS

### FOR ARCHITECTURAL/ENGINEERING DESIGN SERVICES FIRST BUFFALO RIVER MARINA CAPITAL IMPROVEMENTS

**ISSUED:** January 11, 2018

**IMPORTANT NOTICE:** A restricted period under the Procurement Lobbying Law is currently in effect for this Procurement and it will remain in effect until approval of the Contract. Bidders are prohibited from contact related to this procurement with any New York State employee other than the designated contacts listed below (refer to:

<http://ogs.ny.gov/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html>)

Designated Contacts for this Procurement:

Primary Contact: Ralph Volcy

Secondary Contact: Steven Ranalli

All contacts/inquiries shall be made by email to the following address:

[FBRM-RFP@esd.ny.gov](mailto:FBRM-RFP@esd.ny.gov)

**PROPOSAL DUE DATE AND TIME:**

On or before 2:00pm on February 15, 2018

(Late proposals cannot be accepted)

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## **I. INVITATION TO SUBMIT PROPOSALS**

The Erie Canal Harbor Development Corporation, a subsidiary of the New York State Urban Development Corporation d/b/a Empire State Development (“ESD”), is seeking to retain professional architecture, engineering, landscape architecture and land surveying consultant firms and/or teams (the “Consultant”) to provide master planning, environmental review, site management plan, design, permitting, bidding and construction administration and inspection services related to the capital improvement of the First Buffalo River Marina at 2/32 Fuhrmann Boulevard in Buffalo, New York (the “Project”).

## **II. PROJECT BACKGROUND**

### **Buffalo, New York**

Buffalo is the second most populous city in the state of New York, second only to New York City. Located in Western New York on the eastern shores of Lake Erie and at the head of the Niagara River, Buffalo is the principal city of the Buffalo-Niagara Falls metropolitan area and the seat of Erie County. The city itself has nearly 300,000 residents in of 52.5 square miles, while the entire metropolitan area has over 1,250,000 residents.

### **Buffalo Outer Harbor**

In September 2013, Governor Andrew Cuomo presented his vision for a dramatic transformation of the City of Buffalo’s largely vacant Outer Harbor waterfront. This has included the transfer of approximately 350 acres of waterfront land from the Niagara Frontier Transportation Authority (NFTA) to the ECHDC, whose mission and resources will better enable it to support and expedite the land’s redevelopment.

Historically created through land filling along the Lake Erie shoreline, the NFTA (then the Niagara Frontier Port Authority) had used the northern portion of this property since the late 1950s for outdoor storage of sand, salt, gravel, and other bulk materials, as well as similar industrial port-related activities; these all ceased in the late 1990s. The southern portion of the lands has operated as a marina for small private boats. In addition, over the last decade, an NFTA-owned inlet south of the marina was progressively improved by NFTA and became known as “Gallagher Beach”, which largely facilitated wind surfing and personal watercraft use.

Approximately 190 acres of the transferred Outer Harbor lands, including the NFTA Boat Harbor and Gallagher Beach, is now being operated by the NYS Office of Parks, Recreation and Historic Preservation (OPRHP) and designated as “Buffalo Harbor State Park”. OPRHP is currently advancing a series of efforts to enhance services and activities in this the first state park ever established within the City of Buffalo.

The remaining 195 acres north of Buffalo Harbor State Park, together with Wilkeson Point (acquired by ECHDC in 2008 and 2012) and other nearby public lands, (see Figure III-1 below) will ultimately be improved in accordance with a community-driven Buffalo Outer Harbor Blueprint (the “Blueprint”), a long-term plan that was developed in accordance with ECHDC’s guiding principles and significant public input. The Blueprint describes future land uses and areas for future development/redevelopment, has recently been accepted by the ECHDC Board of Directors and incorporated into the City of Buffalo’s Unified Development Ordinance (“Green Code”).

Currently, the ECHDC has designed a number of relatively low-disturbance, recreational activities that are expected to be built over the next two to three years pending the City of Buffalo’s Site Plan Review process. Many of these improvements are located on land just west and south of the First Buffalo River Marina. A redeveloped Michigan Pier, food/beverage and rental facilities, open space, trails, and habitat enhancements are expected to increase the use and visibility of this section of Buffalo’s Outer Harbor. See **Exhibit B** for further details.

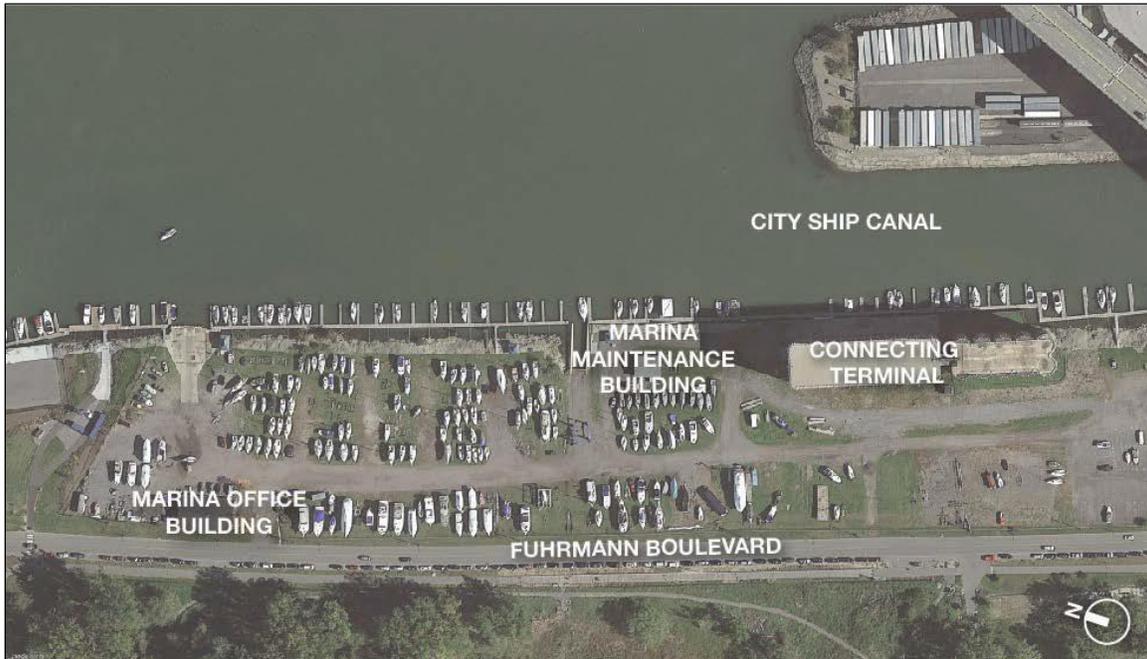
The proximity to the other planned improvements, recent upgrades to the property, and ECHDC’s desire to open this space to the public while retaining boat dockage make an investment in this property a logical next step for Outer Harbor investment.



Outer Harbor North End Concept Plan  
(Southern end of 32 Fuhrmann Blvd highlighted in Red)  
**Figure II-1**

### **III. EXISTING CONDITIONS**

The First Buffalo River Marina includes a 115-slip boat marina with a Marina Office Building and Marina Maintenance Building, several boat launch locations, outdoor storage for approximately 300 boats, and approximately 150 spaces for trailer parking and/or public patrons. While not in use by the Marina, the site also contains the Connecting Terminal Grain Elevator. The Site is immediately adjacent to the Queen City Bike Ferry landing to the north, Times Beach Nature Preserve and Wilkeson Pointe to the west, and China Light marina to the south.



First Buffalo River Marina Aerial  
Figure III-1

#### **Buildings**

##### **Marina Office Building**

The Marina Office Building, a masonry-wall building constructed in 2012 is in excellent condition. The building structure and roof show no signs of deterioration.

The building does not have a fire protection system and by code does not require one. All plumbing and mechanical systems appear to be in good working condition. Electrical services are functional with minor issues that need to be addressed. Occupant items are accumulating in front of the electrical panel and should be moved to provide the required working space around the panel. The building's panel board is full, and a larger panel or subpanel will need to be installed to support any future additions. Structurally, the Marina Office Building is in good condition.



Marina Office Building  
Figure III-2

### Marina Maintenance Building

The smaller Marina Maintenance Building, a masonry-wall structure with wood trusses, is in poor condition. The building is showing significant cracking in the walls and appears to have significant settlement. The roof is in poor condition.

The building does not have a fire protection system and by code does not require one. There are no plumbing or mechanical systems present. The only electrical concern noted is a welding receptacle has been removed, and wires are hanging freely from a junction box.



Marina Maintenance Building  
Figure III-3

### Site

The Project Site consists of approximately 15 acres of fenced land at the northern end of the Outer Harbor. A main entrance driveway at the north end and boat storage surfaces of the marina along the Buffalo River, east of Fuhrmann Boulevard and across the street from Times Beach Nature Preserve primarily consist of compacted gravel and weathered asphalt pavement that has degraded into gravel.

The electrical panel board servicing the site power is deteriorating due to weather exposure and should be replaced. See **Exhibit D** for a Topographic Survey.

#### **IV. SCOPE OF SERVICES**

The Erie Canal Harbor Development Corporation, a subsidiary of the New York State Urban Development Corporation d/b/a Empire State Development (“ESD”), is seeking to retain professional architecture, engineering, landscape architecture and land surveying consultant firms and/or teams (the “Consultant”) to provide master planning, environmental review, site management plan, design, permitting, bidding and construction administration and inspection services related to the capital improvement of the First Buffalo River Marina at 2/32 Fuhrmann Boulevard in Buffalo, New York (the “Project”).

The ECHDC is considering the following preliminary water-dependent programmatic elements to be incorporated into the Marina Master Plan:

- Overall entrance, marina circulation and parking for vehicles based on type of general public/marina user
- Relocated boat launch and related circulation
- Relocated Queen City Bike Ferry landing and related circulation
- Site access and control for various types of users
- Pedestrian and bicycle circulation
- Landscape and public site amenity plan
- Public space programming including:
  - Concessions
  - Rental Opportunities
- Future Development Parcel Plan including locations for:
  - Marina Restaurant
  - Dry Stack Storage Building
  - Entrance Station/Marina Office
  - Mixed Use Development parcels
  - ECHDC Maintenance Facility in the current Marina Office Building
- Site utilities, lighting and signage
- Connecting Terminal Grain Elevator rehabilitation/reuse
- Outdoor/Winter boat storage layout

The ECHDC is seeking a Consultant to provide necessary services including, but not limited to, the scope of work described generally below. **The ECHDC expects to award a Contract for Task A only at this time.** Once a Master Plan and a construction budget have been accepted by the ECHDC Board of Directors, the ECHDC and Consultant shall negotiate a final scope of work and fees for Tasks B through H. The Consultant contract would then be amended to complete the work.

## **Task A: Master Planning Phase**

1. The Consultant will be responsible for working with ECHDC, its partners (i.e., City of Buffalo, Safe Harbor Management, etc.) regulatory agencies, and stakeholders to further define the programmatic elements for the various improvements.
  - a. A day-long kickoff meeting with ECHDC, partners and stakeholders is anticipated.
2. The consultant shall review the existing property surveys, conditions assessments and environmental reports.
3. The Consultant shall confirm existing data and identify additional investigations and services as necessary.
4. The Consultant shall conduct meetings with regulatory agencies as necessary to identify necessary permits.
5. The Consultant will be responsible to prepare a final Marina Program.
6. The Consultant will be responsible to develop three (3) Concept Alternatives that look at the arrangement of final Marina Program elements.
7. The concept alternatives shall be reduced down to a Preferred Alternative that will be developed into the overall Master Plan. The Master Plan shall optimize the arrangement of the programmatic elements.
8. The Consultant will be responsible to provide a design estimate of probable costs for the Master Plan.

### Master Planning Deliverables:

Drawings: In general, drawings shall indicate the scale and relationship of project components. All plans have spaces generally defined, with representative area plans generally graphically fixed. The Consultant shall develop a Plan view rendering and 3D renderings of the overall site, and key site elements (assume six (6) renderings).

Other: Estimate of probable cost and identification of additional investigations and/or services necessary to complete Tasks B, C, D and/or F below.

## **Task B: Environmental Review Phase**

### **B1. Environmental Site Assessment and Investigation**

1. Phase I Environmental Site Assessment in accordance with ASTM E1527-05.
2. Develop recommendations for a Phase II Investigation Program or remedial investigations. Investigations will likely include soil and sediment sampling to evaluate exposure/health risk, subsurface soil sampling to evaluate worker protection and soil management considerations, and soil vapor/groundwater sampling as warranted. After preliminary scopes have been developed, Consultant and ECHDC will meet with NYSDEC and agree to investigation scopes that will ensure that the work will be sufficient to support the design of programmatic elements.

3. Conduct the investigation work, with data being evaluated and reported in the context of potential health risk or exposure associated with a range of long-term development and short-term uses.

## **B2. State Environmental Quality Review Act**

1. Draft a Lead Agency Designation letter to establish ECHDC as the Lead Agency for this action and prepare a list of Involved and Interested Agencies.
2. Complete Part 1 of the full Environmental Assessment Form (EAF) providing information about the action, including a Coastal Assessment Form due to the project location within the State Coastal Zone.
3. Assist ECHDC with the required SEQR Coordinated Review, forwarding the Lead Agency Designation letter, Part 1 of the full EAF, and Coastal Assessment Form to all Involved Agencies.
4. Upon feedback from the Coordinated Review, complete Part 2 of the full EAF providing Lead Agency responses regarding the potential for significant adverse impacts resulting from the proposed action.
5. Complete Part 3 of the full EAF evaluating the magnitude of potential adverse impacts resulting from the proposed action or further explaining why the action will or will not have significant adverse impacts.
6. If Part 3 does not identify any significant adverse impacts, prepare a draft Determination of Significance for a Negative Declaration for use by ECHDC. If significant adverse impacts are identified that cannot be avoided or mitigated, prepare a draft Declaration of Significance for a Positive Declaration, at which point scope may be revised to assist with the preparation of supporting documentation or a Supplemental Environmental Impact Statement (SEIS).
7. Once ECHDC, as Lead Agency, issues a Determination of Significance, ECHDC will forward a notice of said Determination to all Involved Agencies. Consultant will post the Determination of Significance to the Environmental Notice Bulletin.

### Environmental Review Deliverables:

Drawings: Not Applicable

Other: Phase I Environmental Site Assessment, Phase II Investigation, SEQR FEAF and related studies

## **Task C: Redevelopment Management Plan**

1. Based on review of existing environmental investigation data and the new Phase I ESA discussed in Task B, develop a preliminary Redevelopment Management Plan (RMP) for the planned improvement areas.
  - a. The RMP will include area-specific requirements for additional investigations, remedial measures (i.e., soil removal or capping) and/or institutional controls that would be required to support a range of long-term development and short-term uses. The RMP document will serve as

the overall Project Work Plan and contain all NYSDEC Program-required attachments including a HASP, QAPP, CAMP and Field Sampling Plan. By submitting this document and obtaining NYSDEC approval for work elements common to all investigation areas, individual site-specific work plans can be developed and approved more efficiently. A key feature of the preliminary RMP will be to clearly state what actions need to be conducted for each area in order to prepare it for reuse.

2. Based on the Phase II ESA investigation results, the RMP will be refined and another meeting with NYSDEC should be conducted to develop regulatory support for the actions in order to finalize.

Redevelopment Management Plan Deliverables:

Drawings: Not Applicable

Other: Preliminary and Final Redevelopment Management Plan

**Task D: Design Phase**

**D1. Schematic Design**

1. The Consultant will be responsible for working with ECHDC and the parties listed under the Concept Design phase to develop a single schematic design.
2. The Consultant will be responsible for providing an outline specification, identifying specification sections and major building material systems and finishes.
3. The Consultant will be responsible to provide a schematic design estimate of probable costs. The estimate shall include major components and identify escalation factors.
4. The Consultant will be responsible to prepare a schedule for the construction period, identify phased work and any long-lead time for specialty items.
5. The Consultant will be responsible for issuing schematic design documents that are in compliance with the program, the budget, and the schedule as set forth by ECHDC.

Schematic Design Deliverables:

Drawings: In general, drawings shall indicate the scale and relationship of project components. All plans have spaces generally defined, with representative area plans generally graphically fixed. Full building elevations shall be generally graphically fixed for typical areas with representative wall sections drawn. Preliminary civil and landscape drawings. Structural plans with foundations defined, columns sized and located, and lateral design defined.

Other: Design and performance requirements including outline specification, estimate of probable cost, and construction schedule as detailed above.

## **D2. Design Development**

1. The Consultant will be responsible for working with ECHDC and the parties previously listed to complete design development for the structures, interiors for the required spaces, and the site work, including landscaping, exterior/site lighting, signage and exterior graphics.
2. All miscellaneous consultant work shall be sufficiently developed that could impact structure design, performance and coordination.
3. The Consultant will be responsible for providing a draft of all specification sections and front end documents.
4. The Consultant will be responsible to update the schematic design estimate of probable costs.
5. The Consultant will be responsible to prepare an update schedule for the construction period.
6. The Consultant will be responsible for issuing design development documents that are in compliance with the program, the budget, and the schedule as set forth by ECHDC.

### Design Development Deliverables:

Drawings: Site drawings shall have all site elements are defined, with the site plan graphically fixed and site geometry fixed. Landscape plans indicate planting and hardscape, plant schedule complete, irrigation scope determined. Structure drawings shall generally be graphically complete except for minor coordination. Exterior envelope modules and primary exterior dimension strings shall be complete. Exterior elevations are graphically complete. All sections are cut and structure is coordinated with the current structural drawings. MEP/FP horizontal collection and distribution zones addressed in building sections where applicable. Complete typical wall sections at 1/2" or 3/4" scale with notes and dimensions. Representative larger scale partial details at 1 1/2" or 3" scale. Foundation / basement sections complete. Vertical circulation elements, stairs, elevators and elevator cabs, are completely dimensioned and coordinated in plans and sections. Interior and floor material selections are scheduled and/or specified. Finish design of spaces is initiated.

Other: Design and performance requirements confirmed, draft specification sections, updated estimate of probable cost, and updated construction schedule as detailed above.

## **D3. Construction Documents**

1. The Consultant will be responsible for working with ECHDC and the parties previously listed to complete all construction documents required for the

- structures, interiors for the required spaces, and the site work, including landscaping, exterior/site lighting, signage and exterior graphics.
2. The Consultant will be responsible for providing complete specification sections and front end documents.
  3. The Consultant will be responsible to prepare a final estimate of probable cost.
  4. The Consultant will be responsible to prepare a final schedule for the construction period.
  5. The Consultant will be responsible to submit structural, civil, electrical, mechanical, and any other calculations used in the design. Design calculations shall be submitted in hardcopy format, bound and sealed by a professional where applicable.
  6. The Consultant will be responsible for issuing construction documents that are in compliance with the program, the budget, and the schedule as set forth by ECHDC.
  7. The Consultant will be responsible to confer with all necessary regulatory agencies and incorporate their comments into the Construction Documents.
  8. The Consultant will be responsible to develop the scope of work for a Request for Proposals for special inspection services required during construction.
  9. The Consultant will be responsible to prepare documentation for, and present the information to, the City of Buffalo's Site Plan review.

Construction Documents Deliverables:

Drawings: All required drawings shall be considered 100% complete and final.

Other: Design and performance requirements re-confirmed, final specification sections, final estimate of probable cost, final construction schedule, calculations, final special inspections RFP scope of work, and permits as detailed above.

**D4. Signature Submittal**

1. The Consultant will be responsible, following a review and incorporation of comments from ECHDC, to produce original Contract Documents, stamped and signed by an architect or engineer appropriately licensed to practice in the State of New York, for signature by ECHDC.
2. The Consultant will be responsible to submit to ECHDC all final construction quantities.

Signature Submittal (Bid Documents) Deliverables:

Drawings: Two sets of original, stamped drawings and electronic files (both Autocad and pdf format).

Other: Two sets of unbound original specifications. Cost estimate and schedule shall be submitted in electronic form (original format and pdf), as well as hardcopy

**Task E: Bidding and Awarding**

1. The Consultant will be responsible to provide assistance during the contract(s) advertising and award process, including assistance in pre-qualifying potential bidders, attendance at pre-bid meetings, reviewing and providing responses to bidder inquiries, preparing and issuing addendums as needed, responding to Requests for Information submitted by potential bidders, and assistance in reviewing bids.
2. The Consultant will be responsible to provide a written recommendation as to the low bid submission and contract award.

**Task F: Permitting**

1. The Consultant will be responsible to develop and secure all necessary permits.

**Task G: Construction Administration**

1. The Consultant will be responsible to provide construction contract administration services in conformance with ECHDC's construction schedule.
2. The Consultant Team shall be a representative of, and shall advise and consult with, the ECHDC during the construction phase.
3. The Consultant will be responsible to provide Office Engineering services, including:
  - a. Check detailed construction drawings, shop and erection drawings, and substitutions submitted by the Contractor for compliance with permits and contract documents.
  - b. Review specific non-routing laboratory, shop, and mill test reports of materials and equipment as directed by the ECHDC.
  - c. Address Request for Information (RFIs) from the Contractor and Building and Safety inspectors.
  - d. Prepare record (as-built) drawings on original contract documents as per the data supplied by Contractor via the ECHDC's Construction Monitor (CM).
  - e. Prepare preliminary and final punch-lists for substantially completed construction work.
  - f. The Consultant shall review and prepare responses to requests for information from the Contractor or Construction Monitor (CM).
4. The Consultant will be responsible to provide Field Engineering services, including:
  - a. Make periodic visits to the site to observe the work in progress and provide appropriate reports, including attendance at weekly progress meetings. Provide written reports from site visits.
  - b. Observe and report to the ECHDC on any performance test required by contract documents.
  - c. Attend final inspections of Project's completed construction contracts.

#### **Task H: Construction Inspection**

1. The Consultant will be responsible to provide construction inspection services in conformance with ECHDC's construction schedule.
2. The Consultant will be responsible to provide Inspection services, including:
  - a. Performing daily site inspection to determine if facilities are complete and being constructed in compliance with the Contract Documents, approved contract change orders, and any other permit requirements.
  - b. Performing field inspection and other quality control activities including necessary materials testing.
  - c. Preparing punch-list and inspection of punch-list corrective actions and review redlined record drawing (As-Built) plans of all aspects (mechanical, electrical, etc.) of project.
  - d. Participating in all required conferences and progress meetings on a weekly basis.
  - e. Reviewing and inspecting Contractor's work for compliance with Contract Documents on a daily basis, and with approved contract change orders.
  - f. Monitoring of corrective actions taken by the Contractor needed to fix work that is not in compliance with Contract Documents.
  - g. Reviewing and approving Contractor's survey layouts, line, grade, elevation, etc. of all work.
  - h. Keep daily dairies (log), fill out Incident (accident) Reports, and take pictures of the project. A daily Inspection Report identifying work done by the Contractor and pay items worked on shall be completed by the next business day for review and filing.
  - i. Reviewing Contractor's compliance with all regulatory permits (including NPDES, SWPPP, etc.) and mitigation measures.
  - j. Reviewing Contractor's compliance with workplace safety and health standards and notification to ECHDC of noncompliance.
  - k. The Consultant shall be responsible for providing services during construction close-out. Within one year of a Notice of Completion perform a site inspection, check all warranty items and provide punch list to ECHDC.

The Scope of Services may be amended to reflect changes in the scope of work, duration of work, and/or changes in the project budget.

## **V. SELECTION PROCESS & REQUIREMENTS**

ECHDC reserves the right to make any and all decisions regarding the selection of proposals submitted, as well as the capacity to consider proposals received after the deadline.

### **A. Skills Required**

The selected Consultant team should be proficient and have demonstrated experience in projects of a similar nature. The following minimum qualifications of the Consultant (prime) submitting proposals to be considered for evaluation include:

- Ten years of experience providing master planning services for projects of similar scope, complexity and visibility;
- Ten years of experience providing architectural/engineering services for projects of similar scope, complexity and visibility;
- Experience on five projects of a similar nature (i.e., marina design, master planning, waterfront);
- Experience with SEQR, regulatory agencies, process and permitting;
- Experience with construction administration and inspection.

In evaluating proposals submitted pursuant to this request; the ECHDC places high value on the following factors, not necessarily in order of importance:

- Approach in methodology with respect to the scope of services that demonstrates maximum comprehension of and ability to provide such services;
- Commitment of principals to lead the team and devote time to the project;
- Experience of Consultant and staff being assigned to the project in general, and in particular, providing consulting services to municipalities, economic development agencies, and/or other governmental agencies.
- Quality of work product as demonstrated in submitted work samples of past projects;
- Quality of work product including client satisfaction and problems that may have arisen during construction reflecting on the constructability of the design drawings;
- Efforts representing outstanding principles of design quality, including “inspiration” (creating buildings, districts and public spaces that are extraordinary in their ability to elevate visitor’s everyday experience), “understanding” (synthesizing disparate or contradictory information in an energetic way so that the whole is greater than the sum of the parts),

and “risk-taking” (by starting with fundamentals to go beyond easy and safe design solutions);

- Ability of the prime Consultant to identify sub-consultants with the necessary qualifications for a project of this type.
- Ability of the Consultant to complete projects within design schedules and to maintain budget.
- Conformity with or exceeding applicable ECHDC policies noted herein, including specific policies relating to non-discrimination and affirmative action subcontracting goals.
- Cost of services.
- Diversity practices.

## **B. Selection Process**

Final selection will be based on the Proposal score (100 points total) and the interview performance score (100 points total). The ECHDC reserves the right to:

- Seek clarification and revisions of proposals
- Seek a final and best offer from those firms short-listed.
- Make an award under the RFP in whole or in part.
- Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring full and complete understanding of an offerer’s proposal and/or to determine an offerer’s compliance with the requirements for the solicitation.
- Make revisions to the scope of work after contract award to ensure that the project goals are met.

It is expected that a maximum of three (3) applicants will be selected, or ‘short-listed’ for interviews. **Interviews will be held on March 15, 2018 at the ECHDC Office.** ‘Short-Listed’ applicants will be notified two weeks prior to the Interview.

Selection for interviews will be based on an independent evaluation of the submitted proposals using the factors listed below. Selection for interviews shall be based on "best value", made in accordance with the following evaluation criteria and weights as follows:

- Experience/qualifications of the proposed Consultant team and staff to undertake the Master Planning requirements of the Project – 25 points;
- Experience/qualifications of the proposed Consultant team and staff to undertake the Architecture and Engineering requirements of the Project – 25 points;

- Quality of work product as demonstrated in submitted work samples of past event space projects, including rehabilitation projects and efforts representing outstanding principles of design quality – 15 points;
- Experience/qualifications of the proposed Consultant team and staff to undertake the Environmental and SEQR requirements of the Project – 10 points;
- Understanding of this Project as it relates to the success of Buffalo’s overall waterfront – 10 points;
- Cost of Services – 10 Points.
- Diversity Practices – 5 points

Interview scores shall be based on evaluation criteria and weights as developed by ECHDC and based, in part, on the submitted proposals. Short-listed applicants shall be provided the evaluation criteria in advance of the interview. ECHDC reserves the right to forego the interview phase in the event of only one qualified response.

**C. Proposal Requirements**

Consultants are required to submit one (1) signed original, ten (10) hard copies, and two (2) electronic pdf copies (flash drive preferred) of the Proposal.

The Proposal shall be limited to no more than 100 single-sided or 50 double-sided pages. Three-ring binders will not be accepted. Required Forms do NOT count against the page limit.

The proposal shall be prepared exactly in the order presented herein. Sections 1-5 should be bound in a single volume. Please limit Sections 1 and 2 to a total of twenty-five (25) one-sided pages. Examples of relevant projects and resumes should be included in Section 3. Proposals shall contain the following information:

**Section 1. Experience, Structure, and Personnel**

- a. Each Respondent shall submit materials that highlight its unique strengths, design talents, architectural philosophy, sensitivity to the public realm, approach to creating space, breadth of knowledge and experience, and experience with the specific uses similar to those of each of the uses proposed for the buildings.
- b. A history of the Consultant’s experience providing architectural/engineering design services to economic development organizations, municipalities, other governmental entities.
- c. A description of the Consultant’s organizational structure noting the principals, project manager(s), and professional staff who would work

- directly with ECHDC for the duration of this Project. Include resumes of key people in Section 3.
- d. Overall description of the Consultant's relevant work. In Section 3, include examples of up to five (5) waterfront/maritime projects that the Consultant has completed.
  - e. Innovative and outstanding work experience and unique qualifications. Consultants with superlative buildings, sites or competition entries shall present examples of work that address one or more of the following list:
    - Experience in designing vibrant, safe, and inviting public places; projects that create spaces that balance the pedestrian realm with adjacent uses.
    - Experience with projects that exhibit extraordinary design excellence with an emphasis on environmental consciousness and sustainability to create long-lasting economic and social value.
  - f. Respondents should provide an overview or synopsis of projects where the Consultant worked as Architect. Include the client, the name of contact persons who are able to provide references from the client, a description of the nature of the work, the size and complexity of the project, total budget, construction cost, total design cost, the dollar amount of fees for the firm, and the agreed fee arrangements.
  - g. Provide references. Include the projects worked on and the names of contact persons who are able to provide references.
  - h. A representation that the Consultant can devote significant and appropriate design staff and support staff to the project for all phases of design and construction.
  - i. Any other information that you believe would make the Consultant's work on behalf of ECHDC superior to that of other respondent's information.

## **Section 2. Methodological Approach**

- a. A description of how the Consultant would work with ECHDC and the various project partners, as well as the regulatory agencies in the design of the project.
- b. A statement explaining the Consultant's design philosophy.
- c. A description of how the Consultant intends to address the scope of services set forth in Section IV of this RFP.
- d. A description of how the Consultant intends to maintain the fast-track schedule, including specific methods that would be employed.
- e. A list of sub-consultants by respective discipline.
- f. A description of how the Consultant's response will promote the participation of Minorities and Women on this project.

## **Section 3. Additional Information**

- a. Resumes of key staff (principals, project manager(s) and senior professional staff).

- b. Examples of up to five (5) waterfront/maritime projects that the firm has completed in its specific discipline(s). Include the client, the name of a contact person who is able to provide a reference, a description of the nature of the work, the size and complexity of the project, construction cost, design costs, the dollar amount of the design fee for this firm, and the agreed fee arrangements.

#### **Section 4. Fee Proposal**

- a. A proposed fee for Task A ONLY, as outlined in Section IV Scope of Services. The proposal must include a detailed staffing plan broken down for this task.
- b. The hourly rate of each principal and staff member whose resume is provided or whose job category may be required.
- c. A list of anticipated reimbursable expenses for Task A ONLY and the rate charged for each without markup. Please indicate under reimbursables, a detailed list of working models, presentation models, renderings, or other work product to be furnished during each state of services which is not included in basic services covered by the proposed fee schedule and the cost for each.

Although proposed fees will be taken into account, ECHDC reserves the right to negotiate a lower or different fee structure with any Consultant that is selected.

#### **Section 5. Required Forms**

Refer to Section V.D and the RFP Checklist (on page 32) for a list of required forms. Proof of NYS Licensing should be included here. *Section 5 and the Required Forms do NOT count against the page limit.*

#### **NYS Licensing Requirement**

The Consultant and sub-consultants required to certify documents shall be licensed to practice architecture, engineering, landscape architecture, and land surveying in the State of New York.

#### **D. Other Certifications & Requirements**

#### **Contractor Requirements and Procedures for Business Participation Opportunities for New York State Certified Minority- and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women**

#### **NEW YORK STATE LAW**

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ESD is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises (“MWBES”) and the employment of minority group members and women in the performance of ESD contracts.

## **Business Participation Opportunities for MWBEs**

For purposes of this solicitation, ESD hereby establishes an overall goal of 30% for MWBE participation, 15% for New York State certified Minority-owned Business Enterprises (“MBE”) participation and 15% for New York State certified Women-owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). A contractor (“Contractor”) on any contract resulting from this procurement (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFP, the respondent agrees that ESD may withhold payment pursuant to any Contract awarded as a result of this RFP pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how ESD will determine a Contractor’s “good faith efforts,” refer to 5 NYCRR §142.8.

The respondent understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract

In accordance with 5 NYCRR §142.13, the respondent further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this RFP, such finding constitutes a breach of Contract and ESD may withhold payment from the Contractor as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a respondent agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a respondent may arrange to provide such evidence via a non-electronic method by contacting ESD’s Office of Contractor and Supplier Diversity (OCSD) at [OCSD@ESD.NY.GOV](mailto:OCSD@ESD.NY.GOV).

Additionally, a respondent will be required to submit the following documents and information as evidence of compliance with the foregoing:

- A. An MWBE Utilization Plan (Form OCSD-4) with their bid or proposal. Any modifications or changes an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to ESD for review and approval.

ESD will review the submitted MWBE Utilization Plan and advise the respondent of ESD's acceptance or issue a notice of deficiency within 30 days of receipt.

- B. If a notice of deficiency is issued, the respondent will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to OCSD at [OCSD@esd.ny.gov](mailto:OCSD@esd.ny.gov), a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by ESD to be inadequate, ESD shall notify the respondent and direct the respondent to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

ESD may disqualify a respondent as being non-responsive under the following circumstances:

- a) If a respondent fails to submit a MWBE Utilization Plan;
- b) If a respondent fails to submit a written remedy to a notice of deficiency;
- c) If a respondent fails to submit a request for waiver; or
- d) If ESD determines that the respondent has failed to document good faith efforts.

The successful respondent will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to ESD, but must be made no later than prior to the submission of a request for final payment on the Contract.

The successful respondent will be required to submit a quarterly MWBE Contractor Compliance & Payment Report to ESD, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

### **Equal Employment Opportunity Requirements**

By submission of a bid or proposal in response to this solicitation, the respondent agrees with all of the terms and conditions of [\*\*SCHEDULE B - PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES: REQUIREMENTS AND PROCEDURES.\*\*](#)

The respondent is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the respondent, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color,

national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The respondent will be required to submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement, Form OCSD-1, to ESD with their bid or proposal.

If awarded a Contract, the respondent shall submit a Workforce Utilization Report (Form OCSD-3) and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by ESD on a quarterly basis during the term of the contract.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

**Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.**

The required forms can be found at the following web addresses:

Form OCSD-1

[http://esd.ny.gov/CorporateInformation/Data/RFPs/OCSD\\_1MWBEEEOPolicyStatement.pdf](http://esd.ny.gov/CorporateInformation/Data/RFPs/OCSD_1MWBEEEOPolicyStatement.pdf)

Form OCSD-2

[http://esd.ny.gov/CorporateInformation/Data/RFPs/OCSD\\_2StaffingPlan.pdf](http://esd.ny.gov/CorporateInformation/Data/RFPs/OCSD_2StaffingPlan.pdf)

Form OCSD-3

[http://esd.ny.gov/CorporateInformation/Data/RFPs/OCSD\\_WorkforceUtilizationReport.xlsx](http://esd.ny.gov/CorporateInformation/Data/RFPs/OCSD_WorkforceUtilizationReport.xlsx)

Form OCSD-4

[http://esd.ny.gov/CorporateInformation/Data/RFPs/OCSD\\_4MWBEUtilizationPlan.pdf](http://esd.ny.gov/CorporateInformation/Data/RFPs/OCSD_4MWBEUtilizationPlan.pdf)

In the event that the above links are unavailable or inactive, the forms may also be requested from ESD's Office of Contractor & Supplier Diversity ("OCSD") at [OCSD@ESD.NY.GOV](mailto:OCSD@ESD.NY.GOV).

## **Diversity Practices**

ESD has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of Respondents is practical, feasible, and appropriate. Accordingly, respondents shall be required to include as part of their response to this procurement the Diversity Practices Questionnaire (See Exhibit E).

## **PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES**

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOB”), thereby further integrating such businesses into New York State’s economy. ESD recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of ESD contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

### **Contract Goals**

- A. ESD hereby establishes an overall goal of 2% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: [http://ogs.ny.gov/Core/docs/CertifiedNYS\\_SDVOB.pdf](http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf). Questions regarding compliance with SDVOB participation goals should be directed to the Designated Contacts. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veterans’ Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss additional methods of maximizing participation by SDVOBs on the Contract.
- B. Contractor must document “good faith efforts” to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract.

### **SDVOB Utilization Plan**

- A. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid ([https://esd.ny.gov/sites/default/files/SDVOB\\_100\\_Utilization\\_Plan.pdf](https://esd.ny.gov/sites/default/files/SDVOB_100_Utilization_Plan.pdf)).
- B. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the

SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to ESD.

- C. ESD will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of ESD acceptance or issue a notice of deficiency within 20 days of receipt.
- D. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to ESD a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by ESD to be inadequate, ESD shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by ESD, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- E. ESD may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:
  - (a) If a Bidder fails to submit an SDVOB Utilization Plan;
  - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
  - (c) If a Bidder fails to submit a request for waiver; or
  - (d) If ESD determines that the Bidder has failed to document good faith efforts.
- F. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.
- G. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, ESD shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

#### **Request for Waiver**

- A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts at ESD for guidance.
- B. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause

IV below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by ESD at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, ESD shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

- C. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to ESD, but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If ESD, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, ESD may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to ESD.

### **Required Good Faith Efforts**

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- A. Copies of solicitations to SDVOBs and any responses thereto.
- B. Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.
- C. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by ESD with certified SDVOBs whom ESD determined were capable of fulfilling the SDVOB goals set in the Contract.
- D. Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- E. Other information deemed relevant to the waiver request.

### **Monthly SDVOB Contractor Compliance Report**

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to ESD during the term of the Contract for the preceding

month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 available on the ESD website and should be completed by the Contractor and submitted to ESD, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: [OCSD@esd.ny.gov](mailto:OCSD@esd.ny.gov).

### **Breach of Contract and Damages**

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

ALL FORMS ARE AVAILABLE AT: <http://ogs.ny.gov/Core/SDVOBA.asp>

### **1. State Tax Law Section 5-a**

Any contract resulting from this solicitation is also subject to the requirements of State Tax Law Section 5-a ("STL 5-a"). STL 5-a prohibits ESD from approving any such contract with any entity if that entity or any of its affiliates, subcontractors or affiliates of any subcontractor makes sales within New York State of tangible personal property or taxable services having a value over \$300,000 and is not registered for sales and compensating use tax purposes. **To comply with STL 5-a, all respondents to this solicitation must include in their responses a properly completed Form ST-220-CA, a copy of which is accessible at the Required Forms for Vendors link at the ESD web site.** (<http://esd.ny.gov/CorporateInformation/RFPs.html>). Also in accordance with the requirements of STL 5-a, any contract resulting from this solicitation will require periodic updating of the certifications contained in Form ST-220-CA. Solicitation responses that do not include a properly completed ST-220-CA will be considered incomplete and non-responsive and will not be considered for contract award. Only the prime consultant completes Form ST 220-CA, but Schedule A to Form ST 220-CA requires detailed information from the sub-consultants, such as tax ID number, etc., if applicable. Moreover, if applicable, certificates of authority must be attached by the prime consultant and all the sub-consultants.

### **2. State Finance Law Sections 139-j and 139-k**

State Finance Law Sections 139-j and 139-k (collectively, the "Procurement Requirements") apply to this RFP. These Procurement Requirements (1) govern permissible communications between potential respondents and ESD, ECHDC or other involved governmental entities with respect to this RFP; (2) provide for increased disclosure in the public procurement process through identification of persons or organizations whose function is to influence procurement contracts, public works agreements and real property transactions; and (3) establish sanctions for knowing and willful violations of the provisions of the Procurement Requirements, including

disqualification from eligibility for an award of any contract pursuant to this RFP. Compliance with the Procurement Requirements requires that (x) all communications regarding this RFP, from the time of its issuance through final award and execution of any resulting contract (the “Restricted Period”), be conducted only with the designated contact persons listed below; (y) the completion by respondents of the Offerer Disclosure of Prior Non-Responsibility Determinations, and the Offerer’s Affirmation of Understanding of and Agreement pursuant to State Finance Law (each form is accessible at the Required Forms for Vendors link at the ESD web site under “RFPs/RFQs”); and (z) periodic updating of such forms during the term of any contract resulting from this RFP. **Respondents must submit the Offerer Disclosure of Prior Non-Responsibility Determinations, and the Offerer’s Affirmation of Understanding of and Agreement pursuant to State Finance Law as part of their submittal.**

The Procurement Requirements also require ESD and ECHDC staff to obtain and report certain information when contacted by prospective bidders during the restricted period, make a determination of the responsibility of bidders and make all such information publicly available in accordance with applicable law. If a prospective bidder is found to have knowingly and willfully violated the State Finance Law provisions, that prospective bidder and its subsidiaries, related or successor entities will be determined to be a non-responsible bidder and will not be awarded any contract issued pursuant to this solicitation. In addition, two such findings of non-responsibility within a four-year period can result in debarment from obtaining any New York State governmental procurement contract.

**For the purpose of compliance with State Finance Law Sections 139-j, contact with Steven P. Ranalli, Senior Project Manager of ECHDC is considered permissible. Contact information for Mr. Ranalli is provided in Section IX.**

This is not a complete presentation of the provisions of the Procurement Requirements. A copy of State Finance Law Sections 139-j and 139-k can be found at:

<http://esd.ny.gov/CorporateInformation/RFPs.html> (under “ESD Policy Regarding Permissible Contacts under SFL 139”)

All potential Respondents are solely responsible for full compliance with the Procurement Requirements. Both the prime consultant and the sub-consultants complete the forms required above.

### **3. Insurance Coverage**

Please note that **upon selection** for this Project, the Consultant will be required to demonstrate/provide the following insurance coverage, adding “additionally insured” as outlined in Exhibit A, Section A.5:

- Commercial General Liability insurance - \$1 million per occurrence / \$2 million aggregate

- Auto Liability insurance - \$1 million each accident
- Must show evidence of Workers' Compensation insurance and Disability Benefits insurance in compliance with the laws of the State of New York and Employers Liability insurance with limits of \$1 million Bodily Injury each Accident, \$1 million Bodily Injury by Disease - Policy Limit and \$1 million Bodily Injury - Each Employee
- The Erie Canal Harbor Development Corporation and the NYS Urban Development Corporation d/b/a Empire State Development must be named as additional insureds on a primary and non-contributory basis on all of the following policies: Commercial General Liability, Auto Liability, and Excess Liability policies
- As respects General Liability, the additional insured endorsements shall be on forms at least as broad as ISO Forms CG 20 10 07 04 & CG 20 37 07 04 combined and shall not include any exclusions that limit the scope of coverage beyond that provided to the named insured. All policies listed above should include a waiver of subrogation in favor of ECHDC & NYS UDC d/b/a ESD.
- Professional Liability Insurance of \$5 million each claim / \$5,000,000 policy term aggregate.

An individual certificate (including hold harmless) must be provided to each of the following organizations: New York State Urban Development Corporation d/b/a as Empire State Development Corporation, the Erie Canal Harbor Development Corporation, and Safe Harbor Development, LLC or marina current operator.

#### 4. Vendor Responsibility

**ESD ask vendors to register in the State's Vendor Responsibility System** (VendRep System). The VendRep System allows business entities to enter and maintain their Vendor Responsibility Questionnaire information in a secure, centralized database. New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are asked to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us). Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [http://www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm) and execute accordingly pertaining to the company's trade industry.

## 5. **Project Sunlight**

Under the Public Integrity Reform Act of 2011, “appearances” (broadly defined and including any substantive interaction that is meant to have an impact on the decision-making process of a state entity) before a public benefit corporation such as ESD by a person (also broadly defined) for the purposes of procuring a state contract for services as contemplated in this RFP, must be reported by ESD to a database maintained by the State Office of General Services that is available to members of the public. If in doubt as to the applicability of Project Sunlight, Proposers and their advisors should consult the Laws of 2011, Ch. 399 for guidance.

## 6. **Iran Divestment Act**

As part of ECHDC/ESD procurement guidelines, upon submission of proposal, the prime Consultant shall comply with the Iran Divestment Act. The following language shall be submitted on company letterhead and signed by the Consultant;

*"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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law."*

## 7. **Encouraging use of New York State Businesses in Contract Performance**

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this ESD contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as sub-contractors, suppliers, protégés or other supporting roles (herein collectively called “Subcontractors”).

Bidders/proposers need to be aware that, if selected through this ESD solicitation, they will strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in performing the contract, including without limitation: (i) purchasing commodities that are of equal quality and functionality; and (ii) in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing NYS businesses in State contracts will help create more private sector jobs, rebuild New York’s infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses

will promote the contractor's optimal performance under the contract, thereby fully benefiting public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of New York State businesses by responding to the questions below:

(A) Do you anticipate the need for Subcontractors fulfilling the requirements of this ESD contract? Yes  No

(B) Will New York State businesses be used in the performance of this ESD contract as Subcontractors? Yes  No

***NOTE: If the answer to question (B) is Yes, please identify New York State businesses that will be used and attach identifying information (e.g., name, address, contact information, nature of business).***

## VI. PRE-SUBMITTAL CONFERENCE

The Erie Canal Harbor Development Corporation will be made available at a non-mandatory, pre-proposal conference **January 25, 2018 at 12:00 Noon Eastern Standard Time (EST)** at 95 Perry Street, Suite 500. Respondents will have the opportunity to ask questions about the Project and/or submittal requirements of the RFP.

## VII. PROJECT COST AND SCHEDULE

The total project cost will be established by ECHDC after scope negotiations are completed. A cost plus fixed fee compensation payment method will be used.

The major projected milestones on the consultant selection schedule are as follows:

- |                             |                                 |
|-----------------------------|---------------------------------|
| 1. RFP Advertised           | January 11, 2018                |
| 2. Pre-Proposal Conference: | January 25, 2018 (12:00 PM EST) |
| 3. RFP Questions Due:       | January 30, 2018                |
| 4. RFP Responses Posted:    | February 2, 2018                |
| 5. Proposals Due:           | February 15, 2018 (2:00 PM EST) |
| 6. Interviews:              | March 15, 2018                  |
| 7. ECHDC Board Approval:    | April 10, 2018                  |

The Contract Term (for Task A only) is expected to begin in June 2018 and end in March 2019, with Master Plan Phase deliverables completed by January 31, 2019.

## VIII. TIME AND PLACE OF SUBMISSION

Respondents will not receive compensation or reimbursement of any expenses associated with preparing and/or submitting the proposal.

Respondents are required to submit one (1) original, ten (10) copies, and two (2) electronic copies of their submittal **prior to two o'clock (2:00 PM) local time on February 15, 2018**. Responses shall be firmly sealed in an envelope or box, and contain the Respondent's name and return address.

Please be advised that under no circumstances will ECHDC obligate itself to consider a response which is received after the deadline or does not include the basic items described above.

Responses shall be delivered to:

**Thomas P. Dee, President**  
**Erie Canal Harbor Development Corporation**  
**Attn: Buffalo Outer Harbor Civic Improvements, A/E Design Services**  
**95 Perry Street, Suite 500**  
**Buffalo, New York 14203**

The ECHDC reserves the right to reject a submittal if any document or item listed in this RFP is incomplete, improperly executed, indefinite, ambiguous, and/or is missing. Additionally, factors such as, but not limited to the following may also disqualify a respondent without further consideration:

- Evidence of collusion among Respondents;
- Any attempt to improperly influence any member of the evaluation panel or Committees;
- Discovery that a Respondent purposely misled or knowingly provided false or inaccurate information in a submittal;
- A Respondent's default under any type of agreement, which resulted in the termination of that agreement;
- Existence of any unresolved litigation or legal dispute between the Respondents and ECHDC.

The ECHDC reserves the right to reject any and all submittals and to waive any informalities or irregularities in procedure.

All information submitted in response to this RFP is subject to the Freedom of Information Law (FOIL), which generally mandates the disclosure of documents in the possession of ESD upon the request of any person unless the content of the document falls under a specific exemption to disclosure. In addition, all Proposals may be discussed at meetings of the ESD Directors, which meetings are subject to the Open Meetings Law.

#### **IX. ADDITIONAL INFORMATION**

Any or all questions or requests for additional information or documents shall be **submitted in written form** will be accepted no later than **close of business on January 30, 2018** and can only be made to:

Steven P. Ranalli, Senior Project Manager  
Erie Canal Harbor Development Corporation  
95 Perry Street, Suite 500  
Buffalo, New York 14203  
(716) 846-8241  
[FBRM-RFP@esd.ny.gov](mailto:FBRM-RFP@esd.ny.gov)

Questions and answers will be sent via Addendum posted on the NYSCR website on **February 2, 2018**. Additional information may become available and, substantive questions and document requests may be made available at any point during this process.

#### **X. GENERAL TERMS AND CONDITIONS**

In addition to the terms and conditions stated elsewhere in this RFP, it is subject to the terms and conditions set forth in **Exhibit A** hereto.

#### **XI. ATTACHMENTS**

Exhibit A – General Terms and Conditions (including Schedule A)

Exhibit B – Outer Harbor North End Concept Plan

Exhibit C – 2017 Property Condition Assessment Reports

Exhibit D – Topographic Survey

Exhibit E – Required Forms

**Erie Canal Harbor Development Corporation  
Request for Proposals Checklist**

I \_\_\_\_\_, a principal of the firm \_\_\_\_\_  
certify that the following information has been submitted as part of the response to this  
Request for Proposals.

- Submitted all required information with respect to the Proposal, including but not limited to information specifically outlined in Section V.C
- Submitted hard copy and electronic copies of the proposal (Section VIII)
- Completed and submitted State Finance Law Sections 139-j and 139-k forms (Section V.D)
- Completed and submitted ST-220-CA Form or affidavit (Section V.D)
- Copy of VendRep receipt (Section V.D)
- Completed and Equal Employment Opportunity Policy Statement (Section V.D)
- Completed and submitted Iran Divestment Act Statement (Section V.D)
- Completed and submitted Use of NYS Business Form (Section V.D)
- Diversity Practices Questionnaire (Section V.D)

*Note: Incomplete responses may not be considered by Erie Canal Harbor Development Corporation*

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Exhibit A**  
General Terms and Conditions (Schedule A)

**Exhibit B**  
Outer Harbor North End Concept Plan

**Exhibit C**  
2017 Property Condition Assessment Reports  
(Volumes I – III, Environmental Screenings)

**Exhibit D**  
Topographic Survey

**Exhibit E**  
Required Forms