

**Greater Opportunities for Broome and Chenango, Inc.**  
In coordination with the Chenango County Planning Department

Request for Qualifications for Construction Oversight, Engineering, and Architectural Services  
for the

**Red Mill Apartment Complex Renovation**

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## SECTION I.

### INVITATION AND INSTRUCTION TO INTERESTED DESIGN FIRMS

- 1.0 Invitation: **Greater Opportunities for Broome and Chenango, Inc.** is now accepting Statements of Qualifications (SOQ) for Construction Oversight, Engineering, and Architectural Services related to the **Red Mill Apartment Complex Renovation**. Statements of Qualifications submitted for evaluation by interested firms shall be evaluated according to the following criteria: a) Qualifications; b) Ability of professional personnel; c) Past record and experience; d) Performance data on file; e) Familiarity with project f) Willingness to meet time and budget requirements; and g) Workload. Bids for the cost of the proposed project shall not be a factor in the evaluation of firms until negotiations have begun.

Sealed SOQs will be received at the office of **Greater Opportunities for Broome and Chenango, Inc.** until **January 14, 2022 at 4pm.** All SOQ's should be mailed to the following address:

**Kelly M. Robertson, LMSW Deputy Director, Greater Opportunities**  
**44 West Main Street Norwich, NY 13815**

SOQs received after 4pm **deadline on January 14, 2022** will be unopened.

Consultant Questions and Inquiries: Interested firms' questions and inquiries on the specifications of this SOQ shall be directed to:

**Kelly M. Robertson, LMSW Deputy Director, Greater Opportunities**  
**44 West Main Street Norwich, NY 13815**  
**(607) 334-7114**  
**krobertson@greaterops.org**

Any information provided is not official unless reduced to writing by Greater Opportunities for Broome and Chenango, Inc. Any unauthorized contact with any other city/county official or employee in connection with this Request for Qualifications (RFQ) is prohibited and shall be cause for disqualification of the Consultant. No questions or inquiries will be allowed beyond the pre-proposal conference (if one is scheduled) date.

Careful attention must be paid to all requested items contained in this Request for Qualifications (RFQ). Interested firms are invited to submit SOQs in accordance with the requirements of this RFQ. Please read the entire package before bidding. Interested firms shall make the necessary entry in all blanks provided for the responses.

The entire set of documents constitutes the RFQ. The consultant must respond in total and in the same numerical order in which the SOQ was issued. Consultant's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this SOQ text is followed. All notes, exceptions, and comments shall be made in ink

or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the bid. All SOQs shall be returned in a sealed envelope with SOQ number and opening date stated on the outside of the envelope.

By submitting a SOQ, the consultant acknowledges and agrees to be bound by the terms and conditions of the solicitation. This SOQ document including all terms, conditions and specifications contained herein shall become the basis of contract upon award by **Greater Opportunities for Broome and Chenango, Inc.** It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from Greater Opportunities for Broome and Chenango, Inc.

- 1.1 Sealed SOQs will be accepted in accordance with the instructions detailed in section 1.0. The Consultant shall file all documents necessary to support its qualifications and include them in the submittal. Interested firms shall be responsible for the actual delivery of SOQs during business hours to the address indicated in the advertisement. It shall not be sufficient to show that the qualifications were mailed in time to be received before scheduled closing time for receipt of SOQs.

## SECTION II

### GENERAL PROVISIONS

- 2.1 Each Statement of Qualification shall comply with all Federal, State & Local regulations concerning **construction oversight, engineering, and architectural services**.

The Consultant agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et.seq.*, as amended, and KRS Chapter 338. The Consultant also agrees to notify Greater Opportunities for Broome and Chenango, Inc. in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Submitting firm agrees to indemnify, defend and hold the **Greater Opportunities for Broome and Chenango, Inc.** harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

- 2.2 Failure to submit ALL forms and information required in this SOQ may be grounds for disqualification.

- 2.3 Liability: **Greater Opportunities for Broome and Chenango, Inc.** is not responsible for any cost incurred in the preparation of SOQs.

- 2.4 Bribery Clause: By his/her signature, the Consultant certifies that no employee of his/hers, any affiliate or Subconsultant, has bribed or attempted to bribe an officer or employee of the **Greater Opportunities for Broome and Chenango, Inc.**

- 2.5 Ambiguity, Conflict or other Errors in the RFQ: If a Consultant discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, they shall immediately notify **Greater Opportunities for Broome and Chenango, Inc.** of such error in writing and request modification or clarification of the document.

- 2.6 Cancellation: If the services to be performed hereunder by the consultant are not performed in an acceptable manner to Greater Opportunities for Broome and Chenango, Inc., Greater Opportunities for Broome and Chenango, Inc. may cancel this contract for cause by providing written notice to the consultant, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the consultant may seek to bring the performance of services hereunder to a level that is acceptable to the **Greater Opportunities for Broome and Chenango, Inc.**, and **Greater Opportunities for Broome and Chenango, Inc.** may rescind the cancellation if such action is in **Greater Opportunities for Broome and Chenango, Inc.** best interest.

#### A. Termination for Cause

- (1) **Greater Opportunities for Broome and Chenango, Inc.** may terminate a contract because of the consultant's failure to perform its contractual duties.

- (2) If a consultant is determined to be in default, **Greater Opportunities for Broome and Chenango, Inc.** shall notify the consultant of the determination in writing, and may include a specified date by which the consultant shall cure the identified deficiencies. **Greater Opportunities for Broome and Chenango, Inc.** may proceed with termination if the consultant fails to cure the deficiencies within the specified time.
- (3) A default in performance by a consultant for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
  - (c) The filing of a bankruptcy petition by or against the consultant; or
  - (d) Actions that endanger the health, safety or welfare of **Greater Opportunities for Broome and Chenango, Inc.** or its citizens.

#### B. At Will Termination

Notwithstanding the above provisions, Greater Opportunities for Broome and Chenango, Inc. may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by **Greater Opportunities for Broome and Chenango, Inc.** provided those goods or services were provided in a manner acceptable to Greater Opportunities for Broome and Chenango, Inc.. Payment for those goods and services shall not be unreasonably withheld.

- 2.7 Assignment of Contract: The Consultant shall not assign or subcontract any portion of the Contract without the express written consent of **Greater Opportunities for Broome and Chenango, Inc.**. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that **Greater Opportunities for Broome and Chenango, Inc.** shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of **Greater Opportunities for Broome and Chenango, Inc.**.
- 2.8 No Waiver: No failure or delay by **Greater Opportunities for Broome and Chenango, Inc.** in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by **Greater Opportunities for Broome and Chenango, Inc.** in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of **Greater Opportunities for Broome and Chenango, Inc.** hereunder or shall operate as a waiver thereof.
- 2.9 Authority to do Business: The consultant must be a duly organized and authorized to do business under the laws of New York State. Consultant must be in good standing and have full legal capacity to provide the services specified under this Contract. The

Consultant must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Consultant to enter into this Contract. The consultant will provide **Greater Opportunities for Broome and Chenango, Inc.** with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the consultant is authorized to do business in the State of New York if requested. All SOQs must be signed by a duly authorized officer, agent or employee of the consultant.

- 2.10 Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of New York. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of New York or the U.S. District Court covering Chenango County. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 2.11 Ability to Meet Obligations: Consultant affirmatively states that there are no actions, suits or proceedings of any kind pending against consultant or, to the knowledge of the consultant, threatened against consultant before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of consultant to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.





**STATEMENT OF QUALIFICATION  
SUBMITTED BY:**

**By signing below, you are agreeing to all Greater Opportunities for Broome and Chenango, Inc. Terms & Conditions that are a part of this Request for Qualifications.**

**Include this page in your response to this RFQ**

Firm: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone \_\_\_\_\_

Fax: \_\_\_\_\_

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

Federal ID Number: \_\_\_\_\_

Consultant's DUNS Number: \_\_\_\_\_

Consultant must be registered as a vendor in the federal System of Award Management (SAM). The online registration is at [www.SAM.gov](http://www.SAM.gov). Is the consultant registered in SAM? Yes  No

Non-collusion Statement: By my signature below, I, individually and as an agent for the consultant responding to this Statement of Qualifications, certify that neither I, nor the business entity for which I am an agent, nor any other agent for that business entity, have entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with this submitted SOQ. I understand that failure to submit this statement as part of the documents shall make this submittal nonresponsive and therefore not eligible for award consideration.

\_\_\_\_\_  
**(Consultant Signature)**

\_\_\_\_\_  
**(Date)**

**Please include a copy of your W-9 with your submitted proposal.**

**You cannot be awarded a contract until this is submitted.**

**SECTION III.**

## **HOLD HARMLESS AND INDEMNIFICATION CLAUSE, AND INSURANCE REQUIREMENTS**

### **I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE**

Consultant agrees to indemnify, hold harmless, and defend Greater Opportunities for Broome and Chenango, Inc., its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's subconsultants if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission or willful misconduct of the Greater Opportunities for Broome and Chenango, Inc. or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

### **II. INSURANCE REQUIREMENTS**

Prior to commencing work, Consultant shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of New York. The Consultant shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by Greater Opportunities for Broome and Chenango, Inc.. The Consultant shall not allow any subconsultant to commence work until the insurance required of such subconsultant has been obtained and copies of Certificates of Insurance retained by Consultant evidencing proof of coverages.

Without limiting Consultant's indemnification requirements, it is agreed that Consultant shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subconsultants, if subcontracting is authorized, to procure and maintain these same policies. The Greater Opportunities for Broome and Chenango, Inc. may require Consultant to supply proof of subconsultant's insurance via Certificates of Insurance, or at Greater Opportunities for Broome and Chenango, Inc. option, actual copies of policies.

- A. The following clause shall be added to the Consultant's (and approved subconsultants) Comprehensive General Liability Policies:
  - 1. "Greater Opportunities for Broome and Chenango, Inc., its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

### **III. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the **Greater Opportunities for Broome and Chenango, Inc.** Risk Management policies and procedures.

#### IV. MISCELLANEOUS

- A. The Consultant shall procure and maintain insurance policies as described herein and for which the **Greater Opportunities for Broome and Chenango, Inc.** shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the **Greater Opportunities for Broome and Chenango, Inc.]** having been provided at least (30) thirty days written notice. The Certificates shall identify the Contract to which they apply and shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the **Greater Opportunities for Broome and Chenango, Inc.** Before the expiration date.
- B. Certificates of Insurance as required above shall be furnished, as called for:
1. No later than five (5) days after the successful submitting firm is notified of award to:  
  
**Greater Opportunities for Broome and Chenango, Inc.**  
44 West Main Street Norwich, New York 13815
- C. The Consultant agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Consultant will not reduce any coverage amount below the limits required in this agreement.
- D. Approval of the insurance by **Greater Opportunities for Broome and Chenango, Inc.** shall not in any way relieve or decrease the liability of the Consultant hereunder. It is expressly understood that **Greater Opportunities for Broome and Chenango, Inc.** does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Consultant.

**SECTION IV**  
**REQUEST FOR QUALIFICATIONS**

**Project Name**

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**I. Introduction: Red Mill Apartment Complex Renovation**

**II. Summary of Services Requested and Timeline:** A qualified firm (KYTC prequalified in the areas of **Construction Oversight, Engineering, and Architectural Services**) will be selected to provide design and engineering services including but not limited to the following (see attachment B for a more detailed scope of work and timeline):

- Perform all necessary agency coordination including but not limited to Greater Opportunities and the Chenango County Planning Department
- Prepare all final design and engineering components including final construction plans and assist in preparation of bid documents consistent with all Federal and State requirements, as well as construction oversight for the entirety of the project in coordination with Greater Opportunities and the Chenango County Planning Department

**III. Submittal Requirements and Criteria:** Interested firms are encouraged to submit their qualifications which shall include the following information:

- 1) Firm's contact information
- 2) Narrative explaining the firm's qualifications for the project
- 3) Summary of firm's recent experience in similar/representative projects
- 4) Name and experience of key personnel
- 5) Ability to meet required timelines
- 6) Ability to integrate this project into the firm's present workload
- 7) References: names and telephone numbers of previous clients with a description of the type of project completed, the time frame for the process, and the date completed

Respondents are responsible for all costs associated with the preparation of materials in response to this RFQ. **Greater Opportunities for Broome and Chenango, Inc.** assumes no responsibility for such costs. **Greater Opportunities for Broome and Chenango Inc.** reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.

## **Attachment A: Project Location Map**

## **Attachment B: Project Scope and Timeline**

**Title:** Red Mill Apartment Complex Renovation

**Project Cost:** Estimated construction cost of \$4,784,487.00, which includes 15% contingency of \$525,000

**Description:** Chenango County, in partnership with Greater Opportunities for Broome and Chenango, Inc., is proposing a project that will involve the renovation of 18 permanent housing units located at the Red Mill Properties in New Berlin, New York. The renovation will include gutting the building interiors including: all interior finish materials and trim; interior doors; electrical, plumbing and heating systems; window sashes; exterior demolition; and renovation for eighteen (18) apartments. Of the eighteen units, sixteen are currently occupied, with two being vacant due to the number of needed repairs that are required to make the units habitable. The breakdown for units per building is as follows: 9-Two-Bedroom Units and 9 One-Bedroom Units. The proposed project was developed in coordination with Chenango County to meet the need for an affordable and safe supportive housing program within Chenango County. The property identified for the project is starting to pose a health and safety risk to the current twenty-nine adults and children residing in the existing units and is in dire need of rehabilitation. The property is under the ownership of Greater Opportunities, who will serve as the primary entity for providing housing and support services to the individuals and families served through this project.

Built in 1990 at the intersection of Corners Road and NYS Route 8, the existing facility features a 10-unit single-story apartment building complex; each building contained two units each. All units were originally built with asphalt roofs and vinyl siding on the exterior, aluminum fascia and vinyl windows. Heating was originally accomplished using in-ground radiant floor with fuel fired boilers; they do not currently have any air conditioning. A modest kitchen and living area are the center point of each apartment, bedrooms are offset from the living area with individual access to each. Buildings are aligned around a central asphalt parking area which drains into centrally located catch basins. An abundance of greenspace exists around the units for outdoor recreation and living space. A large wooden fence exists around the perimeter of the property for security and privacy. Overall, the infrastructure buildings appear to be in overall sound condition, but are quickly deteriorating and may pose a health and safety risk if rehabilitation is not completed. Most of the buildings still utilize their original asphalt roof which has met its useful life, while less than three units have a replacement metal. Due to the amount of work likely required, insulation systems will need to be upgraded to meet current building codes and standards. The exterior finish system (i.e., vinyl siding) is significantly deteriorated, with portions missing, or damaged. All existing in-floor radiant heating has been abandoned or decommissioned. The oil tanks once servicing the boilers, have been left in-place. All existing plumbing

fixtures need replacement due to lack of maintenance, and/or abuse from past tenants. The existing mechanical rooms are undersized for the current equipment needs, and present signs of unqualified means and methods of repair. Existing water heaters are electric resistance, and installed adjacent to the abandoned boilers. It is recommended new units be installed, as many are beginning to show signs of impending failure (e.g., corrosion on the lower seam, corrosion around connections and fittings, etc.). The overall electrical systems illustrate evidence of substandard wiring, poor quality electrical devices/trim out (i.e., receptacles, plates, switches), abundance of "cheater breakers", and severe circuit/service overloads. The original service size was designed for an independent (not electric) heating system (i.e., fuel oil), and was likely never sized for the electric resistance heat. All units will require proper rewiring to codes and standards, new devices, and the existing amperage of each apartment closely reviewed for loads. All existing floor finishes, trim, doors, windows, kitchens and appliances –interior fit out– are excessively worn and/or damaged in multiple ways and should be replaced. As a result of lack-of-maintenance, low-quality construction, poor means and methods, and abuse after years of occupancy, the units require a complete and comprehensive interior replacement.

Selection of design consultant will be performed utilizing Qualification Based Selection. Competitive bidding consistent with Federal guidelines will be utilized for contractor selection for construction services.



**Project Schedule:**

The following table identifies milestones and anticipated schedule.

<b>Milestone/Task</b>
The project timeline for the Red Mill Property Renovation project is as follows:
Public Hearing and Notices: Chenango County Planning Department. Completed December 2021
Site Acquisition: Greater Opportunities Completed November 2021
Development Funding Commitment: CDBG CARES, grant submission December 2021 Pending
Operating Fund Commitments: Tenant Paid rents
Code Variance: Not applicable due to rehabilitation and existing use.
Area Variance: Not applicable due to using existing footprint.
Change in Use Permit: Not applicable
Easement: Not applicable
Use Variance: Not applicable due to property being utilized a multi-unit dwelling
Environmental Testing and Reviews: Phase 1 and 2 environmental site assessment, the building survey for asbestos containing materials, the radon report, flood maps, and a property survey. Completed August 2021
Site Plan Approval: Chenango County Planning Department To be completed January 2021
Zoning Approval: Town of New Berlin does not have zoning-Not Applicable
SHPO/TIPO: Chenango County To completed January 2022
Design Phase: To be completed January/February 2022
Bid and Award: To be completed February/March 2022
Building Permit Secured: To be completed March 2022
Selected Contractor: To be completed March 2022
Construction Start: April 2022
Construction Complete/Certificate of Occupancy: January 2023

## SECTION V

### EVALUATION CRITERIA

#### 5.0 EVALUATION CRITERIA

The Statement of Qualifications will be reviewed and evaluated by a selection committee according to the firm/project team's relevant knowledge and experience in the elements described in the summary of services requested and the ability to undertake and complete the project in a timely manner. Specific evaluation criteria will include the following:

- A. Qualifications to perform the project, [25%]
- B. Ability and expertise of the firm's professional personnel, [10%]
- C. Familiarity with the project, [25%]
- D. Past record of performance, [10%]
- E. Current workload and projected project commitments of the firm, [15%]
- F. Familiarity with the HCR Construction Regulations and Guidelines [15%]

#### 5.1 SELECTION PROCESS

##### Evaluation Process

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A committee of personnel from **Greater Opportunities for Broome and Chenango, Inc.** will be used to evaluate submittals and select an engineering consultant for this project. This selection committee shall complete the entire selection process within ten (10) days.

**Greater Opportunities for Broome and Chenango, Inc.** will engage in individual discussions with all offerors deemed susceptible to award. At the conclusion of such discussions, the offerors will be ranked in order of preference on the basis of the evaluation factors published in this SOQ and on all information obtained during the selection process. **The final selection will be made based upon qualifications. Once the selection is made, based upon a ranking process, and all applicants notified of the selection, negotiations may begin to define the scope of work and associated costs that will lead to a contract.**

The **Greater Opportunities for Broome and Chenango, Inc.** shall thereafter attempt to finalize a contract with the offeror ranked first. If a contract, final scope and schedule satisfactory and advantageous to **Greater Opportunities for Broome and Chenango, Inc.** can be negotiated for a price considered fair and reasonable, the award shall be made to such offeror; otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until a contract can be negotiated for a fair and reasonable price. Should **Greater Opportunities for Broome and Chenango, Inc.** determine in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

