



# PROPERTY MANAGEMENT SERVICES-10 HERMES ROAD and the SARATOGA TECHNOLOGY + ENERGY PARK Request for Proposals (RFP) 1281

Proposals Due: January 13, 2009 by 5:00 PM Eastern Time\*

The New York State Energy Research and Development Authority (NYSERDA) requests proposals from firms interested in providing full service, comprehensive professional building management services to maintain and preserve the grounds and building located at 10 Hermes Road, in Malta, New York, and the specific common areas of the 280-acre site known as the Saratoga Technology + Energy Park (STEP). 10 Hermes Road is a one story office-manufacturing building comprising approximately +/- 23,676 sf. The contract start date is April 1, 2009, and the term will be for three years, with two (1) year renewal options at NYSERDA's option.

**Proposal Submission:** Proposers must submit five (5) copies of the proposal with a completed and signed Proposal Checklist attached to the front of each copy, one of which must contain an original signature. Proposals must be clearly labeled and submitted to:

Roseanne Viscusi, RFP 1281 NYS Energy Research and Development Authority 17 Columbia Circle Albany, NY 12203-6399

If you have technical questions concerning this solicitation, contact Kevin Hunt at (518) 862-1090, ext. 3259 or klh@nyserda.org. If you have contractual questions concerning this solicitation, contact Venice Forbes at (518) 862-1090, ext. 3507 or vwf@nyserda.org.

No communication intended to influence this procurement is permitted except by contacting Kevin Hunt (Designated Contact) at (518) 862-1090, ext. 3259 or klh@nyserda.org. Contacting anyone other than this Designated Contact (either directly by the proposer or indirectly through a lobbyist or other person acting on the proposer's behalf) in an attempt to influence the procurement: (1) may result in a proposer being deemed a non-responsible offerer, and (2) may result in the proposer not being awarded a contract.

\*Late proposals and proposals lacking the appropriate completed and signed Proposal Checklist will be returned. Faxed or e-mailed proposals will not be accepted. Proposals will not be accepted at any other NYSERDA location other than the address above. If changes are made to this solicitation, notification will be posted on NYSERDA's web site at <a href="https://www.nyserda.org">www.nyserda.org</a>.

#### I. INTRODUCTION

The New York State Energy Research and Development Authority (NYSERDA) is a public-benefit corporation established by the State Legislature in 1975 to address the State's energy and environmental challenges, pursuant to Title 9 of Article 8 of the Public Authorities Law of the State of New York. NYSERDA's principal mission is to develop innovative solutions to some of the State's most difficult energy and environmental problems, in ways that improve the State's economy.

In August 2001, the Governor announced the creation of the Saratoga Technology + Energy Park (STEP), a 280-acre parcel located in the town of Malta. NYSERDA holds title to the property on behalf of the People of the State of New York. NYSERDA is developing STEP into a community to foster the development of clean-energy and environmental technologies.

Located in STEP, the building at 10 Hermes Road is a +/- 23,676 square-foot (sf) single story building constructed circa 1972, consisting of office, manufacturing and laboratory space. Over the past five years, numerous improvements have been made to the building including a new heating, ventilating and air conditioning system, new windows and doors, and new roof membrane.

#### II. SCOPE OF SERVICES

The selected Contractor will be required to provide full service, professional building management services necessary to maintain and preserve the building and property located at 10 Hermes Road, along with performing certain duties throughout the whole of STEP. The Contractor will be responsible for regularly assessing the conditions of the building and its systems; developing and implementing building operations, preventive maintenance, and establishing capital improvement plans necessary to maintain, preserve, and keep the premises in good repair and condition, including but not limited, to landscaping, mowing and snow removal. Teaming is encouraged. At NYSERDA's request, the Contractor shall also oversee the design and build-out of building renovations and improvements.

The Scope of Services to be performed is identified below, and are subject to modification.

# Task 1. OPERATING EXPENSE ACCOUNT

The Contractor shall establish and maintain in a fiduciary capacity with a New York State bank, subject to NYSERDA approval, an account (the "Operating Expense Account") for deposit of funds necessary to pay for supplies, equipment, and services associated with the building operations of 10 Hermes Rd., and STEP as identified in Tasks 7, 9, 13 and 14. Such account shall be segregated from other funds maintained by the Contractor, and any interest earnings in the Operating Expense Account shall accrue to NYSERDA, and shall be used for the benefit of paying costs as herein described.

The Contractor shall purchase from funds available in the Operating Expense Account all supplies and replacement equipment which shall be necessary to properly clean, maintain and operate 10 Hermes Rd. and STEP, and which is not a capital improvement, as specified in the budget, the cost of such supplies to be net of any discounts or commissions obtained for purchases.

The Contractor shall not be obliged to make any advance to, or for the account of, NYSERDA, or to pay any amount except out of funds held or provided in the Operating Expense Account.

Deliverable: The Operating Expense Account shall be opened within 15 days of contract execution, and shall be in the name of the Contractor. NYSERDA and the Contractor agree that the maximum amount to be maintained in the Operating Account is \$20,000, and minimum amount to be maintained in the

Operating Expense Account is \$10,000. The Contractor shall notify NYSERDA, in writing, when the Operating Expense Account balance reaches the minimum \$10,000 balance, and invoice NYSERDA for the amount required to bring the balance to the maximum amount of \$20,000. NYSERDA shall then deposit that amount into the Operating Expense Account. The Contractor shall check all bills received for services, work, and supplies ordered in connection with maintaining and operating 10 Hermes Rd. and STEP, and cause such bills to be paid from funds deposited in the Operating Expense Account. On a monthly basis, the Contractor shall forward a summary of all invoices paid through the Operating Expense Account for the previous month, and a reconciliation of same. Payments shall be represented on an item-by-item basis, comparing the actual cost to the budgeted cost. The summary shall also include the item-by-item aggregate costs for all such payments made during the fiscal year in question, comparing actual cost to the budgeted cost.

## Task 2. MISCELLANEOUS

**Subtask I.** Within the first thirty (30) days from contract execution, the Contractor shall undertake the following:

- A. Complete a detailed property inspection, taking a physical inventory of all NYSERDA- owned equipment. The inspection shall include an assessment of the conditions of 10 Hermes Rd. and its systems;
- B. Coordinate a meeting with new tenants to discuss contact procedures, and review tenant requirements;
- C. Create and update, as needed, the emergency contact list, including names, and telephone and cell phone numbers;
- D. Assess and review all existing warranties, manufacturer's instructions and other contracts, including building-related service contracts;
- E. Develop and implement the preventative maintenance schedule in accordance with the manufacturer's recommendations; a comprehensive facility operation plan and manual; and a five year capital improvement plan;
- F. Review existing building-related service contracts;
- G. Placement of two separate waste cans clearly labeled Waste and Recyclable, in the beak room; and
- H. Establish purchasing accounts with local vendors, and provide tax exempt certificates.

Deliverable: Within 30 days of contract execution, the Contractor shall submit to NYSERDA for its review and approval, if applicable, the following:

- 1. An equipment inventory listing. The Contractor shall keep a copy of this list, and update it annually. An updated inventory list shall be presented to NYSERDA no later than May 15 of each year of the contract. The Contractor shall provide a brief written summary of its building and system assessment;
- 2. The emergency contact list shall be distributed to NYSERDA and tenant contacts;
- 3. A recommendation of any warranties and contracts that should be rebid, and, if requested by NYSERDA, develop and implement bid packages, as stipulated in Task 7, for such service contracts;
- 4. Provide NYSERDA with a preventative maintenance schedule, comprehensive operation plan, and five (5) year capital improvement plan; and
- 5. The Contractor shall provide a list of all vendors where purchasing accounts have been established. NYSERDA shall be provided with an updated list each time a vendor is added or removed.

**Subtask II.** Within 60 days of contract execution, the Contractor shall undertake the following:

- A. Conduct inspections of safety systems of 10 Hermes Rd with NYSERDA staff, the Malta Ridge Fire Dept., and the 911 director;
- B. Review any existing vendor contracts to review current services; and
- C. Review possible areas for operating cost reduction.

Deliverables: Within 60 days of contract execution, the Contractor shall submit to NYSERDA the following:

- 1. A report summarizing the meeting with the Malta Ridge Fire Dept., and the 911 director. The report shall include any inadequacies, the cost of corrective measures, and a time line for implementing such measures. NYSERDA shall respond within 7 days on the approval and implementation of same;
- 2. A recommendation on existing or proposed contracted services. NYSERDA shall respond within 7 days on the approval and implementation of any proposal; and
- 3. A summary report outlining possible areas of cost reduction, and time line for implementation. NYSERDA shall respond within 14 days on the approval and implementation of any cost reduction techniques and the timeliness thereof.

#### Task 3. BUDGETING

Two separate budgets are to be established and reported on as stipulated in Task 1Operating Expense Account: one for the site and building located at 10 Hermes Rd, and one for the rest of STEP.

**By November 1 of each year throughout the contract, the Contractor shall prepare draft operating budgets** for the 12 month period from January 1 to December 31 for the following year. A preventative maintenance budget and schedule is to accompanying the budgets. Once approved, and as of January 1, the Contractor shall implement the operating budgets and shall be authorized to incur the obligations provided for in the approved budget, provided, however, NYSERDA shall have the right to make further revisions in the approved budget at any time provided it notifies the Contractor of any such further revisions.

Deliverable: By November 1 of each year of the contract, the Contractor shall submit to NYSERDA draft operating budgets, and preventative maintenance budgets and schedules for the 12 month period from January 1 to December 31, for both 10 Hermes Rd and STEP. Within 7 days of submission a meeting shall be scheduled between the Contractor and NYSERDA to review the budgets. Within 7 days of the meeting, the Contractor shall submit the final budgets, and NYSERDA shall have 7 days to approve.

# Task 4. MAINTENANCE AND REPAIRS

The Contractor shall maintain, preserve, and keep the 10 Hermes Rd in good repair and condition, and cause to be made all necessary and proper repairs, replacements and renewals, interior and exterior, thereto in performing the following services:

(I) Hire, or cause to be hired, paid and supervised, all persons necessary to properly maintain and operate 10 Hermes Rd, who, in each instance, shall be the Contractor's and not NYSERDA's employees; cause to be discharged all persons unnecessary or undesirable; and cause to be included in each budget (as herein defined) the estimated cost of such employees including, without limitation, fringe benefits, salaries, wages and workers' compensation insurance, and

maintain in a log of all hours of work completed by all employees and subcontractors at 10 Hermes Rd and STEP. Prevailing wages for Saratoga County are to be paid for all work done. Refer to Attachment C for Prevailing Wages.

- (ii) Maintain, or cause 10 Hermes Rd to be maintained, in such a condition as required by this Statement of Work and as otherwise may be deemed advisable by NYSERDA (all such work to be completed in accordance with applicable State and local laws and regulations), subject only to the limitations contained within this Statement of Work. The Contractor shall ensure that all required preventive maintenance work is performed in accordance with manufacturer's specifications and all warranty work is adhered to. The Contractor shall ensure that maintenance and repairs are performed by trained technicians, which maintenance and repair shall not, to the greatest extent possible, interfere with the operations of the tenants, whose normal hours of operation are 8:30 AM to 5:00 PM Monday through Friday. When possible, the tenants are to be notified in advance of any work, and the anticipated time and date of work, to be completed. Repairs or alterations shall require the prior approval of NYSERDA only if such expenditure is not included in the budget (as herein defined), and shall be paid from sums on deposit in the Operating Expense Account. Emergency repairs, (i.e., those immediately necessary for the preservation or safety of 10 Hermes Rd., or for the safety of the occupants of 10 Hermes Rd., or other persons, or required to avoid the suspension of any necessary service in or to 10 Hermes Rd or to avoid exposure to criminal liability) shall be made by the Contractor, without the prior approval of NYSERDA, if the Contractor is unable to communicate with NYSERDA in order to obtain such approval.
- (iii) Recommend, and with the approval of NYSERDA, undertake, or cause, all such act and things to be done in or about 10 Hermes Rd as shall be necessary or desirable to comply with any and all orders or violations affecting 10 Hermes Rd placed thereon by any Federal, State, County or Municipal authority having jurisdiction there over, except that if failure promptly to comply with any such order or violation would or might expose NYSERDA or the Contractor to criminal liability, without the prior approval of NYSERDA if the Contractor is unable to communicate with NYSERDA to obtain such approval, it being understood that the Contractor shall notify NYSERDA promptly after receipt of any order or notice of violation, as aforesaid.
- (iv) As specified in the budget, solicit, bid, review, and enter into contracts in the Contractor's name for any necessary equipment maintenance, janitorial, window cleaning, trash removal, vermin extermination, landscaping, lawn care and tree maintenance, snow removal, fire alarm testing/inspection, and other services as shall be advisable, but any such contract not described in the budget which cannot by its terms be cancelled on 30 days notice or less must be authorized in writing by NYSERDA. The tenants are responsible for payment of gas and electric utility payments, and NYSERDA shall be responsible for any property or school tax payments.

All maintenance and repairs shall be performed in accordance with the manufacturer's specifications and all warranty requirements are to be adhered to.

To the greatest extent possible, all maintenance and repair items, including but not limited to painting, carpeting, fixture replacement, appliance replacement, etc., must conform with New York State Executive Order No. 111, which can be found at <a href="www.nyserda.org/exorder111.html">www.nyserda.org/exorder111.html</a>. New York State Executive Order No. 111 follows standards set by the Leadership for Energy & Environmental Design (LEED<sup>TM</sup>). The Contractor shall be responsible for providing NYSERDA with adequate and accurate documentation regarding conformity.

Deliverable: By the 15<sup>th</sup> day following the last day of the month the Contractor shall submit to NYSERDA a report itemizing all maintenance and repair items completed during the preceding month, the company completing the job, and the total cost of the job.

## Task 5. EQUIPMENT REPLACEMENT AND GUARANTEES/WARRANTIES

The Contractor shall be responsible for ensuring that any equipment to be replaced shall be new or remanufactured, and shall be manufactured by a reputable manufacturer. All substitutes for the original manufacturer's equipment related to the upgrading of equipment shall be ENERGY STAR® compliant, if available.

The Contractor shall also ensure that any new equipment be guaranteed for a minimum of one (1) year from the date of replacement and replaced at no cost to NYSERDA if found defective during that time. The Contractor shall obtain cost estimates for extended warranties on new installations and consult with NYSERDA regarding the purchase of such contracts.

Deliverable: The Contractor shall submit any proposed equipment and warranty purchases to NYSERDA for its review and approval, unless the item is an expenditure in the budget. The Contractor shall ensure that all work on the equipment is conducted per the product guarantee or warranty.

#### Task 6. CONTRACTS

The Contractor shall be responsible for soliciting, bidding and entering into contracts on NYSERDA's behalf for any necessary equipment maintenance, janitorial, window cleaning, trash removal, vermin extermination, landscaping, lawn care and tree maintenance, snow removal and salting, fire alarm testing/inspection, and other services as advisable. Prevailing wages apply in all cases.

When bidding work the Contractor shall follow the guidelines found below:

Up to \$25,000: The Contractor shall obtain and document a minimum of three verbal quotes.

\$25,001 and over: The Contractor shall obtain written permission from NYSERDA for work to be completed. Once received, the Contractor shall competitively bid the project, and prior to award, consult with NYSERDA once all bids have been received.

No one contract shall exceed a period of one year without the express written consent of NYSERDA.

The following conditions shall apply to competitive bidding:

1. Each bid shall be solicited in a form and manner so that the bid solicitation will be uniform in all bids;

- 2. NYSERDA shall approve the bidders list, in writing, prior to mailing;
- 3. The Contractor may accept the low bid without prior approval if the expenditure is for a line item in the budget, and such expenditure together with previously incurred and estimated future expenditures for such line item, will not result in an excess of the annual budgeted amount for such line item; otherwise, written approval of a bid will be required;
- 4. If the Contractor desires to accept other than the lowest bid, or where competitive bids are not possible, justification must be provided to NYSERDA for prior approval;
- 5. NYSERDA shall be free to accept or reject any proposed subcontractor; and
- 6. All bids shall be controlled and not opened until the time and date specified in the solicitation. Any variance greater than 15% between the lowest bid and the Contractor's estimate shall be evaluated to determine the validity of the bid solicitation. The Contractor shall maintain documentation of the solicitation of proposals of any and all contract awards.

All contracts for work or service requested by NYSERDA, or for work or service contemplated by the budget but in excess of the amount budgeted, shall only be undertaken with the prior approval of NYSERDA.

For any capital improvements to 10 Hermes Rd, or throughout STEP, that exceed \$20,000, the amount to be adjusted, a building permit is required from the New York State Office of General Services. NYSERDA, in cooperation with the Contractor, shall be responsible for applying for all building permits, to be displayed as instructed.

For any contracts that the Contractor engages or enters into, the Contractor shall also be responsible, if applicable, for ensuring that all systems drawings are in compliance with accepted drafting standards, obtain updates of all changes to wiring diagrams and drawings for the building for both existing systems and any system that may be added to 10 Hermes Rd.

Deliverable: The Contractor shall maintain complete and accurate records of all bids received and contracts awarded, and the ensuing work scope. On a monthly basis, the Contractor shall provide NYSERDA with a copy of all contracts awarded during the previous month.

## Task 7. EMERGENCY SERVICES

The Contractor shall provide emergency services as needed on a twenty-four (24) hour, seven (7) days a week basis. The Contractor agrees to provide an emergency telephone service on a twenty-four (24) hour, seven (7) days a week basis. From the time of the call by NYSERDA or a tenant, the Contractor has a maximum of one hour to respond to the call.

Deliverable: Should the Contractor respond to an emergency service request, within 24 hours the Contractor shall provide a written report detailing the emergency, parties involved and outcome, to NYSERDA. The Contractor may also request that a NYSERDA representative also respond to the emergency services request.

## Task 8. EMPLOYEE WORK LOG

The Contractor shall maintain a log of all hours of work completed by all employees and subcontractors. The Contractor shall be responsible for reviewing all bills received for services, work, and supplies ordered in connection with maintaining and operating 10 Hermes Rd.

Deliverable: When requested, the Contractor shall submit to NYSERDA a report summarizing the number of all hours of work completed by all employees and subcontractors for the prior month. The employee summary shall be based on gross wages, and include benefits and payroll taxes.

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#### Task 9. RIGHT-TO-KNOW/HAZARD COMMUNICATION PROGRAM

In accordance with the New York State Toxic Substance Act (Right-to-Know Law) and the United States Occupational Safety and Health Administration's Hazard Communication Standard, the State has established and implemented a Right-to-Know/Hazard Communication Program. The Contractor is to provide information and training to advise employees of the Contractor and NYSERDA of potentially hazardous substances known to be in the work place, and supply Material Safety Data Sheets for all chemicals used by the Contractor's employees or other contract vendors. Contractor is to ensure that before any chemicals used on or in 10 Hermes Rd, a copy of the product label and Material Safety Data Sheet must be provided to and approved by NYSERDA before the chemical is applied.

Deliverable: Within 60 days of contract execution, and for Contractor employees new to working at 10 Hermes Rd, the Contractor shall provide information and training to advise employees of the Contractor and NYSERDA of potentially hazardous substances known to be in the work place. The Contractor shall work with all tenants to provide Material Safety Data Sheets for all chemicals used by contract vendors. Before any chemical product is used on or in the building, a copy of the product label and Material Safety Data Sheet must be placed in a visible location for all to review if so desired.

#### Task 10. BUILDING MANAGEMENT SERVICES

The Contractor shall be responsible for maintaining the following building management services and systems, which include but are not limited to:

- a. Lighting systems
- b. Pest management
- c. Electrical switchgear and electrical systems
- d. Landscaping, tree maintenance, and maintaining all walkways
- e. Daily responsiveness to problems identified by staff of NYSERDA and tenants
- f. Rubbish removal
- g. Monthly site inspections and provide verification of such inspection
- h. Maintain inventory, supply list and spare parts documentation
- I Providing a five year capital repair and improvement plan
- i Fire alarm and fire suppression systems
- k Provide staff to maintain and perform routine inspections and required interior and exterior maintenance
- 1. Maintain all drawings, as-builts, and other schematic drawings current as well as site/equipment manuals
- m. Plumbing
- n. Provide timely monthly operating report with appropriate documentation
- o. Review work order, maintenance tracking and scheduling systems
- p. Provide operational and preventative maintenance plans
- q. HVAC
- r. Window cleaning (once each spring and fall)
- s. Security
- t. Painting
- u. Responding in a timely fashion to tenant requests and issues as they arise

Where specifications or standards are not included herein, maintenance shall be in accordance with manufacturer's recommendations and standards.

#### Task 11. JANITORIAL CLEANING

The Contractor shall be responsible for cleaning all office and common areas at 10 Hermes Rd, not less frequently than Monday, Wednesday and Friday of each week. Exceptions shall be allowed for national and state holidays, in which case 10 Hermes Rd shall be cleaned the day following the holiday. Additional janitorial cleaning may be required for major events, as defined by NYSERDA and the tenants. For any major event, an attempt shall be made to notify the Contractor not later than seven days prior to the occurrence.

## Janitorial cleaning includes:

- 1. The emptying of all waste cans, and properly disposing of the waste and recyclables;
- 2. Vacuuming all carpeted floors in offices and common areas;
- 3. Sweeping and mopping all tiled or linoleum offices, bathrooms, common areas, and break room;
- 4. Cleaning all mirrors, counter tops, sinks, toilets, urinals, and tables using appropriate cleansing agents;
- 5. Bath room walls;
- 6. No less frequently than twice each month all office waste can liners are to be replaced;
- 7. Bathroom waste can liners are to be replace with every cleaning; and
- 8. Emergency cleanings as they arise.

## Task 12. GROUNDS MAINTENANCE

The Contractor shall be responsible for maintaining the exterior of 10 Hermes Rd, and all of STEP including but not limited to, both sides of Hermes Rd from Dunning Street to Luther Forest Technology Campus's northwest property line, the Access Road to 107 Hermes Rd, the pathway, and forest. Grounds maintenance shall include:

- 1. Planting flowers, spreading mulch and weeding the flower beds at 10 Hermes Rd, and the landscaped areas throughout STEP. Weeding shall occur not less frequently than weekly. All flowers and plants that are planted shall conform with the landscaping plans as described in the Design Guidelines for STEP, which shall be shared with the Contractor once approved;
- 2. Watering all flower beds on an as-needed basis;
- 3. Lawn mowing. This shall occur on both sides of Hermes Rd from the Dunning St entrance to Luther Forest Technology Campus property line, including any mowing required along the 107 Hermes Access Rd and any roads built at STEP throughout the term of the contract, and in the front, sides, and back of 10 Hermes Rd. This shall be on an as-needed basis, but in no instance shall the grass length exceed four (4) inches in length;
- 4. Spring and fall clean-up. This shall include raking leaves at 10 Hermes Rd, in and around the gateway sign, and along the areas described in (3) above. This also includes keeping the sidewalks and access roads at 10 Hermes Rd clean of pine needles, dirt and debris; and
- 5. Litter and debris removal. The Contractor shall be responsible for picking up all litter and debris along all roads, structures (gazebo, signs, etc), pathways and trails at STEP, at the entrance of Hermes Rd, along both sides of the road to the Luther Forest Technology Campus property line, and around 10 Hermes Rd.

## Task 13. SNOW REMOVAL

The Contractor shall be responsible for snow removal (shoveling, snow blowing, plowing, and salting) in the following areas:

- 1. All sidewalks at 10 Hermes Rd, and providing clear access to dumpsters in the north parking lot;
- 2. The access roads to, and front and north parking lots at, 10 Hermes Rd;
- 3. The access to the north driveway at 10 Hermes Rd;

- 4. At and around all shipping and receiving docks;
- 5. Clearing snow to provide access to the shed and all storage containers;
- 6. Clearing snow to provide access to and around the fuel cell;
- 7. Clearing snow away from all HVAC equipment;
- 8. Clearing snow to provide access to all fire hydrants throughout STEP; and
- 10. Clearing snow from the trailhead parking lot and access road.

Presently, there are +/- 1.2 miles of roads at STEP to maintain, along with one parking lot. As STEP continues to build-out, the additional roads and parking lots shall need to be maintained as well. Until the Contractor is otherwise notified, the Contractor shall also be responsible for plowing the length of Hermes Rd. from the entrance at Dunning St. to Luther Forest Technology Campus's property line, and the road leading to 107 Hermes Rd, and any future roads that are constructed during the life of this Agreement. The Contractor shall further be responsible for salting all areas previously described on an as-needed basis. Alternatives to road salt are to be explored.

When plowing Hermes Rd., the Contractor shall ensure that both lanes are cleared of snow and ice to the edge of the blacktop, and there is safe and sufficient room for 2-lane traffic. The Contractor shall periodically shelf the snow banks on either side of the road.

The contract amount allows for up to 50 snow plow pushes, and 40 salt applications per year.

Deliverable: To the greatest extent possible, the Contractor shall plow and salt as frequently as the Town of Malta. Should there be any questions regarding plowing and/or conditions, the Contractor is to contact the Malta Town Highway Superintendent at 899-2818. The Contractor shall also remove snow at the request of NYSERDA and tenants, or when health and safety is at risk.

On a monthly basis, the Contractor shall submit a summary of the dates when shoveling and plowing occurred, the number of pushes during the month, number of cumulative pushes, and the number of pushes remaining.

Should the number of snow pushes and/or salt applications be exceeded in any given snow removal season, the Contractor shall invoice NYSERDA for one-fiftieth (1/50th) of the budgeted cost of snow plowing, and one-fortyith (1/40th) of the budgeted cost of salt for each occurrence or application.

## Task 14. CONSTRUCTION MANAGEMENT SERVICES

With the prior written consent of NYSERDA, the Contractor shall negotiate and review contracts to be entered into for capital repairs and improvements to 10 Hermes Rd., and supervising all work to be performed under such contracts and authorize payment for all work performed under such contracts. If in question, the Contractor shall consult with NYSERDA as to whether prevailing wage rates will have to be paid on each such contract. The Contractor shall engage as necessary architects' and engineers' services required for the planning and supervision of alterations and/or improvements made or proposed to be made to 10 Hermes Rd. The Contractor shall receive a fee, to be negotiated and established for the life of this Agreement, of the actual costs incurred for overhead/profit for bidding and overseeing such capital related projects.

In such instances when construction is completed by the Contractor, NYSERDA shall reimburse the Contractor for direct construction costs plus a negotiated fee of the total cost for overhead and profit. Direct construction costs shall be accounted for by completing Daily Labor, Material, Equipment and Subcontract time sheets. These time sheets shall be submitted to NYSERDA when requested. Direct labor rate costs for plumbers, electricians, carpenters, and other union represented trades shall be paid at the Saratoga County prevailing wage rate for the particular trade involved plus statutory labor burdens.

Deliverable: Prior to undertaking any capital improvement, the Contractor shall obtain estimates as outlined in Task 7, Contracts. The Contractor shall submit the estimates to NYSERDA, who shall authorize work in writing. The Contractor shall then enter into the contract and supervise the work to be completed, maintaining accurate time sheets and records of other costs. Not more than monthly the Contractor shall invoice NYSERDA for progress payments. Each invoice submitted for capital repairs shall represent 95% of the total amount of the invoice. The remaining 5% shall represent the retainage, to be paid within 30 days of satisfactory installation and inspection of the entire job.

#### Task 15. MEETINGS

There shall be periodic meetings to be held at 10 Hermes Rd. for the following purposes:

- (I) Review building management progress and quality of work;
- (ii) Identify and resolve problems;
- (iii) Coordinate the efforts of all concerned so that these services are rendered efficiently and effectively; and
- (iv) Maintain a sound working relationship between the Building Manager and NYSERDA.

#### Task 16. CHANGE IN TENANCY

As soon as it is known, a NYSERDA representative shall notify the Contractor of any change in tenancy, including the vacating of existing tenants, change in tenants' physical space, or leasing to new tenants. In instances when new tenants take possession of space, and within 7 days of same, the Contractor shall meet with the tenant's principal employee to review procedures and schedules, and provide the principal with an Emergency Contact List, as described in Task 2.

#### Task 17. RECORDS

The Contractor shall perform the preparation and filing, on behalf of NYSERDA, of any certificates, documents and reports required by any governmental authority relating to the management of the 10 Hermes Rd and STEP, and provide NYSERDA with a copy thereof with proof of filing immediately thereafter.

The Contractor shall set up and maintain orderly books, records and files containing correspondence, receipted bills, contracts and vouchers and all other documentations and papers pertaining to 10 Hermes Rd and STEP, and the operation and maintenance thereof. The Contractor shall upon request of NYSERDA make same available, and shall deliver same to NYSERDA or its agents on demand from NYSERDA, provided, however, the Contractor shall have no duty to maintain records or files for a period longer than six (6) years after the fiscal year in which they were created.

#### III. PROPOSAL REQUIREMENTS

Proposers must submit five (5) copies of the completed proposal to the attention of Roseanne Viscusi at the address on the front of this Request for Proposal. A completed and signed Proposal Checklist (Attachment A) must be attached to the front cover of all five (5) copies of your proposal, one of which must contain an original signature. **Late proposals and proposals lacking the appropriate completed and signed Proposal Checklist will be returned.** Faxed or e-mailed copies will not be accepted. Be sure that the individual signing the checklist is authorized to commit the Proposer's organization to the proposal as submitted. Each page of the proposal should state the name of the Proposer, the RFP number, and the page number. NYSERDA reserves the right to request additional data or material to support proposals. All material submitted in response to the RFP will become the property of NYSERDA.

Procurement Lobbying Requirements - State Finance Law sections 139-j and 139-k

Procurement lobbying requirements contained in State Finance Law sections 139-j and 139-k became effective on January 1, 2006. (The text of the laws are available at:

http://www.ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html). In compliance with \$139-j and \$139-k of the State Finance Law, for proposals submitted in response to this solicitation that could result in agreements with an annual estimated value in excess of \$15,000, additional forms must be completed and filed with proposals: (1) a signed copy of the Proposal Checklist including required certifications under the State Finance Law and (2) a completed Disclosure of Prior Findings of Non-Responsibility form. Failure to include a signed copy of the Proposal Checklist referenced in this solicitation will disqualify your proposal.

Proposals are to be limited to 10 pages, plus attachments. Proposals should not be submitted in an elaborate format that includes expensive binders or graphics. Unnecessary attachments beyond those sufficient to present a complete, comprehensive, and effective response will not influence the evaluation of the proposal. Each page of the proposal should state the name of the proposer, the RFP number, and the page number. The proposal must be in the following format:

## A. THE PROPOSER

- **1. Company Information** All Proposers must, if such exists, provide the following information for each member of the proposed team:
- Name of business entity (including any "Doing Business As" names)
- Headquarters/Parent Company Location
- History of firm
- Property management experience in New York
- Internet web site address (if any)
- Details of entity's business structure (corporation, partnership, LLC)
- · Date founded
- New York State and other pertinent locations and total number of employees at each
- Briefly explain your understanding of the project requirements
- Submit proof of insurability for workers compensation and consultant liability
- List of any outstanding litigation that would threaten the viability of the firm or the performance of this contract

## 2. Qualifications

The Proposer shall provide:

- a. A list of three similar sized properties the Proposer is presently managing, including the length of time the Proposer has been managing the property and a description of the types of management services provided. Do such services differ from those outlined in Section II, and if so, how do they differ?
- b. A description of any specific experience and qualifications in building management and any specific experience the Proposer has in each of the particular building operations and management disciplines, i.e., mechanical systems, electrical systems, fire alarms, emergency management systems, plumbing systems, etc., along with an indication of which building management areas will be performed directly and what will be subcontracted.
- c. Describe in detail the approach to be taken for Task 4, Maintenance and Repairs; Task 6, Contracts; Task 9, Right-to-Know/Hazard Communication Program; Task 10, Building Management Services; Task 11, Janitorial Cleaning; Task 12, Grounds Maintenance; Task 13, Snow Removal; and Task 16, Construction Management Services.

## 3. Staffing

The Proposer shall also provide:

- a. The size and experience of the staff pool from which staff assigned to the management contract can be drawn.
- b. The composition of the staff team the Proposer shall dedicate to this assignment including:
  - i. The names of the employees in the area responsible for this contract;
  - ii. Their function in the company, title, and number of years service with the Proposer's firm; and
  - iii. Detailed resumes for the specific individuals designated to work on this contract, specifying educational and work experiences deemed relevant to the type of work to be undertaken.
- c. The name of the person designated as the Project Leader who will be responsible for the coordination of work efforts of the other individuals. Information to be provided regarding the Project Leader is to include:
  - i. Length of career in providing building management services;
  - ii. Work experience and professional designations; and
  - iii. Number and size of buildings managed in the last three years.
- d. Indicate the anticipated volume of work to be performed directly and to be subcontracted. Where any subcontractor shall be used in a particular discipline, describe, if known, the subcontractor's qualifications in detail, and the extent of their use.
- e. Indicate the pertinent equipment that the Proposer owns that will be used, such as trucks or vans, snow removal equipment, lawn mowers, jack hammers, etc.

#### 4. References

Each Proposer must submit a list of three (3) references documenting its experience as outlined in this Request for Proposals.

## 5. Cost of Services

All Proposers must submit their fee proposal, on their own form, for required services necessary to provide NYSERDA with the required deliverables. Prevailing wages for Saratoga County are applicable. Each Proposal must include:

- a. The annual Management Fee, to be paid in equal monthly installments, to be charged for the first three years of the agreement as well as the two renewal periods. This must be a fixed dollar amount and not a percentage based on expenses. For the purposes of the agreement, the Management Fee shall include the cost of off-site corporate building management and administrative personnel, all overhead and profit, and all administrative expenses including payroll processing cost, auditing, accounting, reporting or other requirements, and excluding depreciation, amortization, and interest expenses.
- b. A detailed listing of any other expenses or fees to be paid directly to the Proposer (excluding those additional services provided below). These expenses shall be based on the actual costs incurred with no mark-up allowed. These items should include a list of the Proposer's on-site employee(s) (in Full Time Equivalent) by title, their respective salary(s), all fringe benefits, any other ancillary items provided to employees (such as 401K, leased vehicles, paid parking, etc.) together with a list of any other items and their respective cost to be charged by the Proposer as part of the agreement. If periodic building related services (e.g. electricians,

plumbers) are to be provided by employees of the Proposer, the listing should include those titles and their respective hourly rates and fringe benefits. Unless otherwise agreed to by NYSERDA, reimbursement for these items will be limited to the amount set forth in the Agreement. Any expenses not specifically included will not be eligible for reimbursement and must be absorbed by the Management Fee.

c. A fee proposal and detailed explanation for additional services that may be performed in addition to the foregoing such as to supervise or secure renovation or construction services, including capital repairs and replacements. The proposal must clearly identify what types of services will be separately billed to NYSERDA as opposed to those that are included in the Management Fee, or other expenses or fees included in Item (b) above. This fee should be shown as a percentage of the direct construction costs but may not exceed 15%.

If construction related services are provided by other employees of the Proposer (e.g. engineers, electricians, plumbers), the listing should include those titles and their respective hourly rates. Unless otherwise agreed to by NYSERDA, the rate will be those set forth in the Agreement.

#### **B. PROPOSAL EVALUATION**

Proposals submitted in response to this RFP shall be reviewed, and scores assigned based on the information provided and satisfactory references. NYSERDA retains the right to request any additional information pertaining to the Proposer's ability, qualifications, and procedures used to accomplish all work under the contract as it deems necessary to ensure safe and satisfactory work. Proposals shall be reviewed by a technical evaluation panel consisting of NYSERDA staff and external individuals.

#### 1. Selection Criteria

Each proposal will be evaluated using the following criteria:

# A. Approach and Scope of Services

- 1. Completeness. The proposal is complete and follows the outline in Section III of this RFP;
- 2. Quality of approach and methodology for performing the effort clearly demonstrates an understanding of the applicable issues and requirements for building management; and
- 3. Quality, clarity and completeness of scope of services, including the extent to which alternative approaches and tasks will achieve objectives.

## **B.** Experience

- 1. Quality, extent and relevance of Proposer's operational experience (including sub-contractors) in conducting all facets of building operations;
- 2. Quality, extent and relevance of Proposer's building management experience, including the experience of subcontractors, in conducting similar efforts, particularly of a magnitude and setting similar to that described by this RFP, including familiarity with the geographic resources available in Saratoga County; and
- 3. Quality, extent and relevance of experience, education and training of key personnel, including subcontractors.

## C. Organization, Staffing and Management Plan

Quality of project organization and management plan; extent to which it will provide for successful, timely and fully compliant program implementation as evidenced by the:

- a. Plan for controlling the effort;
- b. Coordination of subcontractors or teaming arrangements;
- c. Quality of interaction and coordination with NYSERDA;
- d. Extent to which the Proposer will be using its own equipment compared to the reliance on subcontractors; and
- d. Reporting methodologies.

#### D. References

- 1. Proposer's service capability, reputation, facilities, equipment, and past performance; and
- 2. Proposer's previous performance in contracts or business dealings with municipal, state or federal agencies, or other entities, including NYSERDA.

#### Cost

The pricing proposal will be evaluated for reasonableness of cost for the total effort. Pricing proposals must be complete, accurate and well documented. Any pricing conditions or contingencies must be clearly stated.

All lump sum prices must be inclusive of all direct and non-direct costs as well as all overhead, fees and profit.

### V. GENERAL CONDITIONS

**Proprietary Information** - Careful consideration should be given before confidential information is submitted to NYSERDA as part of your proposal. Review should include whether it is critical for evaluating a proposal, and whether general, non-confidential information, may be adequate for review purposes. The NYS Freedom of Information Law, Public Officers law, Article 6, provides for public access to information NYSERDA possesses. Public Officers Law, Section 87(2)(d) provides for exceptions to disclosure for records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause <u>substantial injury to the competitive position</u> of the subject enterprise." Information submitted to NYSERDA that the proposer wishes to have treated as proprietary, and confidential trade secret information, should be identified and labeled "<u>Confidential</u>" or "<u>Proprietary</u>" on each page at the time of disclosure. This information should include a written request to accept it from disclosure, including a written statement of the reasons why the information should be excepted. See Public Officers Law, Section 89(5) and the procedures set forth in 21 NYCRR Part 501 <a href="www.nyserda.org/nyserda.regulations.pdf">www.nyserda.org/nyserda.regulations.pdf</a>. However, NYSERDA cannot guarantee the confidentiality of any information submitted.

Omnibus Procurement Act of 1992 - It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises, as bidders, subcontractors, and suppliers on its procurement Agreements.

Information on the availability of New York subcontractors and suppliers is available from:

Empire State Development Division For Small Business 30 South Pearl Street Albany, NY 12245

A directory of certified minority- and women-owned business enterprises is available from:

Empire State Development Minority and Women's Business Development Division 30 South Pearl Street Albany, NY 12245 **State Finance Law sections 139-j and 139-k** - NYSERDA is required to comply with State Finance Law sections 139-j and 139-k. These provisions contain procurement lobbying requirements which can be found at <a href="http://www.ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html">http://www.ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html</a>

The attached Proposal Checklist calls for a signature certifying that the proposer will comply with State Finance Law sections 139-j and 139-k and the Disclosure of Prior Findings of Non-responsibility form includes a disclosure statement regarding whether the proposer has been found non-responsible under section 139-j of the State Finance Law within the previous four years.

Tax Law Section 5-a - NYSERDA is required to comply with the provisions of Tax Law Section 5-a, which requires a prospective contractor, prior to entering an agreement with NYSERDA having a value in excess of \$100,000, to certify to the Department of Taxation and Finance (the "Department") whether the contractor, its affiliates, its subcontractors and the affiliates of its subcontractors have registered with the Department to collect New York State and local sales and compensating use taxes. The Department has created a form to allow a prospective contractor to readily make such certification. *See*, ST-220-TD (available at http://www.tax.state.ny.us/pdf/2006/fillin/st/st220td\_606\_fill\_in.pdf). Prior to contracting with NYSERDA, the prospective contractor must also certify to NYSERDA whether it has filed such certification with the Department. The Department has created a second form that must be completed by a prospective contractor prior to contacting and filed with NYSERDA. *See*, ST-220-CA (available at

http://www.tax.state.ny.us/pdf/2006/fillin/st/st220ca\_606\_fill\_in.pdf ). The Department has developed guidance for contractors which is available at http://www.tax.state.ny.us/pdf/publications/sales/pub223\_606.pdf.

Contract Award - NYSERDA anticipates making one award under this solicitation. It may award a contract based on initial applications without discussion, or following limited discussion or negotiations. Each offer should be submitted using the most favorable cost and technical terms. NYSERDA may request additional data or material to support applications. NYSERDA will use the Sample Agreement to contract successful proposals. NYSERDA expects to notify proposers in approximately 8 weeks from the proposal due date whether your proposal has been selected to receive an award.

**Limitation** - This solicitation does not commit NYSERDA to award a contract, pay any costs incurred in preparing a proposal, or to procure or contract for services or supplies. NYSERDA reserves the right to accept or reject any or all proposals received, to negotiate with all qualified sources, or to cancel in part or in its entirety the solicitation when it is in NYSERDA's best interest.

**Disclosure Requirement** - The proposer shall disclose any indictment for any alleged felony, or any conviction for a felony within the past five years, under the laws of the United States or any state or territory of the United States, and shall describe circumstances for each. When a proposer is an association, partnership, corporation, or other organization, this disclosure requirement includes the organization and its officers, partners, and directors or members of any similarly governing body. If an indictment or conviction should come to the attention of NYSERDA after the award of a contract, NYSERDA may exercise its stop-work right pending further investigation, or terminate the agreement; the contractor may be subject to penalties for violation of any law which may apply in the particular circumstances. Proposers must also disclose if they have ever been debarred or suspended by any agency of the U.S. Government or the New York State Department of Labor.

#### VI. Attachments:

Attachment A - Proposal Checklist

Attachment B - Disclosure of Prior Findings of Non-Responsibility

Attachment C - Prevailing Wages

Attachment D - Sample Agreement