

I. INTRODUCTION¹

a. Background

Rockland Green also known as the Rockland County Solid Waste Management Authority (hereinafter “Rockland Green”) assumed authority for Animal Management Services in Rockland County (the “County”) by way of State legislation passed in August 2022.

Rockland Green recently acquired a 15,000 square foot warehouse, situated on approximately 3.24 acres, located at 427 Beach Road, Haverstraw, NY, and intends to transform the warehouse into a state-of-the-art Animal Shelter. Rockland Green consulted with the New York State Animal Protection Federation on the design for the new Animal Shelter, and engaged BDA Architecture, P.C., Building Design For Animals, LLC to draft the Drawings and Specifications attached to this RFP, and to serve as Rockland Green’s representative (the “Architect”). The new Animal Shelter will have space for approximately 120 canines, 226 felines, and 213 exotics (including, 60 guinea pigs, 108 rabbits, and 45 avian/reptiles). A description of the Site upon which the warehouse is situated is attached hereto as Appendix C-1. The new Animal Shelter is expected to be operational in the fourth quarter 2025, and Rockland Green will contract with a third-party operator to commence operation of the Animal Shelter at that time.

b. Animal Shelter Build-Out Overview

In this RFP, Rockland Green is soliciting proposals to complete all of the Work required to build out and equip the warehouse to transform it into a new state of the art Animal Shelter (the “Work” or “Project”).

Rockland Green will enter into a single Contract with the selected Proposer for the entirety of the Work, which is detailed in the Drawing and Specifications that are included as Appendices B and C respectively hereto. The Work includes, but is not limited to, Site construction, landscaping, general exterior building construction and alterations, general interior building construction and alterations (including construction of an interior second floor level with associated elevator and stair access), interior and exterior finishes, equipment purchase and installation obligations (including animal housing units and veterinary equipment), fire protection, plumbing, medical gas, mechanical HVAC, and electrical, all as indicated in the Drawings and Specifications.

Intrinsic in the selected Proposer’s role is the coordination of the Work on the Site, including Work performed by Subcontractors. Likewise, the selected Proposer will be responsible

¹ For the purposes of this Request for Proposals (“RFP”), and for eventual use in the Contract, a list of defined terms has been developed. Unless otherwise specified in this RFP, all capitalized terms used in this RFP refer to the words and phrases listed in Appendix A (“Defined Terms”) hereto. The Defined Terms may be revised and expanded before incorporation into the Contract.

for managing the Project Schedule so that Final Completion is achieved by the date required by Rockland Green.

This RFP is issued in accordance with Rockland Green’s procurement policy. Rockland Green is not subject to Section 101 of the General Municipal Law, and therefore separate contracts for each aspect of the Work are not required, and Rockland Green will enter into a single Contract for all of the Work. Rockland Green will require the Project Labor Agreement (attached hereto as Appendix G) between the selected Proposer, Rockland Green, the labor unions representing Subcontractors, and non-unionized Subcontractors who will perform any portion of the Work. All Work must be performed in accordance with the Contract between the selected Proposer and Rockland Green, including the final Drawings and Specifications set forth therein, all as further defined and discussed in this RFP.

An award will be made to the responsible Proposer whose Proposal is determined in writing to be the most advantageous to Rockland Green, taking into consideration price and non-price evaluation factors set forth in this RFP. Rockland Green has the right to select the Proposer whose Proposal best satisfies the interests of Rockland Green, and not necessarily on the basis of price or any other single factor.

All Proposers must be familiar with Article 26-C of the New York State Agriculture and Markets Law (the “Standard of Care Act”), which takes effect in December 2025 and which includes requirements applicable to Animal Shelters. Proposers must sign Proposal Form 15 acknowledging that they have read and understand Article 26-C (which is attached hereto as Reference Document 1), and that their Work under the Contract, should they be selected, including any Proposed Alterations (as discussed below) will adhere to the standards and requirements set forth in the Standard of Care Act, as they may be applicable.

The Drawings and Specifications attached as Appendices B and C hereto, respectively, include Rockland Green’s current design and Specifications for the Animal Shelter, which were completed by the Architect to ensure adherence to the standards and requirements applicable to Animal Shelters in the Standard of Care Act.

Additionally, as discussed in more detail in Article II below, Proposers are invited to include with their Proposals an optional discussion of potential proposed alterations and/or improvements to the Drawings and/or Specifications for Rockland Green’s consideration (“Proposed Alterations”). Any such Proposed Alterations may be in addition to those product substitution requests that are referenced in the Specifications. Substitution requests will only be considered due to non-availability of a specified product through no fault of the Contractor. By way of example, Rockland Green will consider Proposed Alterations and/or value engineering that maintain adherence to the standards and requirements set forth in the Standard of Care Act, and: would (i) impact the cost to construct the Project, (ii) impact the cost to operate or maintain the Animal Shelter over time, (iii) improve the function of the Animal Shelter; (iv) add value for Rockland Green, the Animal Shelter operator, the employees who will work at the Animal Shelter and/or the animals who will reside there; and/or (v) shorten the construction time period (without jeopardizing the quality of the design), among other potential alterations and/or improvements.

Proposed Alterations must maintain adherence to the standards and requirements set forth in the Standard of Care Act, and must not alter the existing Drawings and/or Specifications in any way such that the Drawings and Specifications no longer adhere to the Standard of Care Act. Rockland Green will make that determination in its sole discretion.

Rockland Green's performance of Animal Management Services is an essential service for the residents and businesses of Rockland County, and as such, the Work being sought hereunder constitutes an essential service, as well.

Proposers should carefully review this document, including the Appendices, which constitutes the formal RFP for the Project, to ensure a clear understanding of Rockland Green's needs, objectives, and scope of services requested herein. Proposals must be prepared according to the requirements set forth in this RFP, including the format and content guidelines. The Proposals will be reviewed and evaluated using the process further described herein.

c. Business Structure
i. Contract

The definitive statement of the mutual responsibility and liability of Rockland Green and the selected Proposer for the Project will be a single Contract, that includes all Work procured hereunder, and which will be issued via addendum to this RFP as Appendix H hereto. Proposers are required to include in their Proposals their comments to the Contract, if any, in the form of a mark-up thereto. (See Proposal Form 7.)

The final Contract will include appendices that will be modified to include the details of the selected Proposer's Proposal. If there are any Proposed Alterations from the selected Proposer's Proposal that Rockland Green decides to implement, such alterations or improvements will be included in the scope of Work that is subject to the Contract.

ii. Pricing Structure Overview

The selected Contractor will be paid a fixed amount for the Contract Price for all of the Work based on a Schedule of Values, (which will include any Proposed Alterations that are selected by Rockland Green), all in accordance with the Contract. As noted, Rockland Green will consider Proposed Alterations that are submitted with a Proposal. In turn, due to the Proposers having the opportunity to submit Proposed Alterations, Rockland Green expects no Contractor requested change orders after the Contract is awarded, and therefore the fixed Contract Price is not expected to change over the term of the Contract.

For use in Rockland Green's evaluation of Proposals in response to this RFP, Proposers must disclose the number of change orders and the primary causes or reasons therefor for the five reference projects that are required in Proposal Form 13, for both itself and for its proposed Subcontractors. Rockland Green will consider the number of change orders and the primary causes or reasons therefor as part of its evaluation of Proposals in response to this RFP.

During performance of the Work, the Contractor will be required to submit Applications for Payment with supporting documentation to Rockland Green representing that the quantity of Work has reached the level for which payment is requested, that the Work has been properly performed in strict compliance with the Contract Documents, and that the Contractor knows of no reason why payment should not be made as requested.

Rockland Green will retain ten percent (10%) of each payment until Final Completion, as further detailed in the Contract. The Contract Price shall be the Contractor's entire compensation and reimbursement for the Work. Any cost overruns will be the responsibility of the Contractor. All as further detailed in the Contract.

iii. Security Instruments for the Contract

As of the effective date of the Contract and throughout the term of the Contract, the Contractor shall furnish to Rockland Green and maintain, with Rockland Green as beneficiary: (i) a Performance Bond, and (ii) a Labor and Materials Payment Bond, effective for the full duration of the Contract, each in an amount equal to 100% of the Contract Price. The Performance Bond and Labor and Materials Payment Bond shall each be in the applicable form set forth in Appendix I, and shall each be issued by a surety company or companies rated 'A' or better per current A.M. Best Company ratings and listed in the United States Treasury Department's Circular 570. Such surety shall be properly registered and licensed to conduct business in the State. Agents of bonding companies which write the bonds shall furnish the necessary power of attorney, bearing the seal of the company, and evidencing such agent's authority to execute the particular type of bond to be furnished, as well as the right of the surety company to do business in the State.

The Contractor will also be required to provide the Required Insurance, and meet the requirements relative thereto as are set forth in Appendix E. Required Insurance must be issued by an insurance carrier authorized to do business in the State, that carry a Best's "A" or equivalent rating, and that is satisfactory to Rockland Green, to protect the parties from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of the Contractor's performance (or the performance of its Subcontractors) of its responsibilities under the Contract. Such insurance shall be maintained at the Contractor's and the Subcontractor's sole cost and expense. Rockland Green shall be listed as a Certificate Holder and additional insured on all such policies as further described in Appendix E of this RFP.

Proposers must provide with their Proposals, evidence of their ability and intention to provide the Security Instruments, including:

- (1) a Performance Bond in an amount equal to One Hundred Percent (100%) of the total Contract Price (by way of submission of Proposal Form 8, Consent of Surety)
 - (2) a Labor and Materials Payment Bond in an amount equal to One Hundred Percent (100%) of the total Contract Price (by way of submission of Proposal Form 8, Consent of Surety);
- and

(3) the Required Insurance (by way of submission of Proposal Form 12, Insurance Company Letter of Intent).

The Contractor's failure to provide and maintain such Security Instruments shall constitute an immediate event of default under the Contract. The cost of providing any and all Security Instruments shall be borne by the Contractor.

iv. Warranties – Manufacturers' and Workmanship

The Contractor will be required to provide all manufacturers' warranties and a one-year warranty on workmanship commencing from the date of Final Completion and subject to the terms and conditions of the Contract. As set forth in the Contract, the one-year warranty on workmanship includes a full-scale inspection by the Contractor at the end of the Warranty Period, as well as any required Work identified in the inspection.

The Contractor must also obtain from all Subcontractors, vendors, suppliers and other persons from which the Contractor procures structures, improvements, fixtures, machinery, equipment and materials to be incorporated in the Work such warranties and guarantees as are normally provided with respect thereto and as are specifically required in the Contract, each of which shall be assigned to Rockland Green to the full extent of the terms thereof.

The Contractor acknowledges that the Contract Price contains the entire compensation due the Contractor for any and all Warranty work to be performed by the Contractor or its Subcontractors or agents.

v. Liquidated Damages

Time is of the essence for Rockland Green to have the Animal Shelter built and operational. Therefore, except as otherwise excused due to Uncontrollable Circumstances or Rockland Green Fault, the Contractor shall pay daily Liquidated Damages in the amount of two thousand dollars per day (\$2,000/day) to Rockland Green commencing on the 45th day after the Scheduled Substantial Completion Date, if Substantial Completion has not been achieved by then. In addition, if the Contractor does not achieve Final Completion by the 45th day following the scheduled date for Final Completion, the Contractor shall also be responsible for the payment of Liquidated Damages to Rockland Green in the amount of one thousand dollars per day (\$1,000/day), all in accordance with the Contract.

II. SCOPE OF SERVICES

a. The Work

The scope of the Work that will fall under a single contract between the selected Proposer and Rockland Green pursuant to this RFP encompasses all of the Work for the Project, which includes, but is not limited to, Site construction, landscaping, general exterior building construction and alterations, general interior building construction and alterations (including construction of an interior second floor level with associated elevator and stair access), interior

and exterior finishes, equipment purchase and installation obligations (including animal housing units and veterinary equipment), fire protection, plumbing, medical gas, mechanical HVAC, and electrical, all as indicated in the Drawings and Specifications attached hereto as Appendices B and C. Because Rockland Green is not subject to Section 101 of the General Municipal Law, Rockland Green will enter into one contract with the selected Proposer for all of the Work. Rockland Green reserves the right to modify the scope of Work at any time before execution of a Contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgment, and in the best interest of Rockland Green.

The Drawings and Specifications attached as Appendices B and C hereto, respectively, were prepared by the Architect, to ensure adherence to the standards and requirements applicable to Animal Shelters in the Standard of Care Act. Proposers must also be familiar with the Standard of Care Act, and must ensure that their Work under the Contract, should they be selected, including any Proposed Alterations (as discussed below) will adhere to the standards and requirements set forth in the Standard of Care Act, as they may be applicable. The Standard of Care Act is attached hereto as Reference Document 1.

b. Proposed Alterations

Proposers are invited to include with their Proposals an additional discussion of potential proposed alterations and/or value engineering to the Drawings and/or Specifications for Rockland Green's consideration. Any such Proposed Alterations must maintain adherence to the standards and requirements set forth in the Standard of Care Act, and must not alter the existing Drawings and/or Specifications in any way to no longer adhere. Rockland Green will make that determination in its sole discretion. By way of example, Rockland Green will consider Proposed Alterations and/or value engineering that maintain adherence to the standards and requirements set forth in the Standard of Care Act, and would: (i) impact the cost to construct the Project, (ii) impact the cost to operate or maintain the Animal Shelter over time, (iii) improve the function of the Animal Shelter; (iv) add value for Rockland Green, the Animal Shelter operator, the employees who will work at the Animal Shelter and/or the animals who will reside there; and/or (v) shorten the construction time period (without jeopardizing the quality of the design), among other potential alterations and/or improvements. By offering Proposers the opportunity to propose alterations, Rockland Green in turn anticipates no Contractor requested change orders after the Contract is awarded.

Any such Proposed Alterations must be accompanied by the information set forth in Section VIII(b)(i)(c), on page 19 below. All Proposers must also complete Proposal Form 16 and indicate whether their Proposal includes Proposed Alterations. Proposers must also include the cost or savings associated with such Proposed Alterations in the appropriate section of Price Proposal Form 17.

Rockland Green will consider any such Proposed Alterations during its evaluation of the Proposals received in response to this RFP; however, a Proposer's decision not to submit Proposed Alterations will not negatively impact Rockland Green's evaluation of that Proposal. Rockland

Green is not obligated to accept or reject any such Proposed Alterations, but rather Rockland Green may discuss and negotiate them with the Proposer(s) who submit them, and may elect to implement any one or more or none of them, and if applicable, will include them in the scope of Work under the Contract. Rockland Green expects no Contractor requested change orders after Contract execution.

c. Project Schedule

Time is of the essence for Rockland Green to have the Animal Shelter built and operational. The selected Contractor will be responsible for developing, managing and maintaining the Project Schedule. The Contractor must achieve Substantial Completion no later than the fourth quarter of 2025. As set forth herein, Proposers must submit a proposed Project Schedule as part of their Proposals, indicating how many days from the Notice to Proceed will be required to achieve Substantial Completion. Rockland Green encourages aggressive, but realistic schedules to ensure that the Animal Shelter is operational as soon as is reasonably possible. Such proposed Project Schedule will be included as part of Rockland Green's evaluation. Also, as further set forth above and in the Contract, the Contractor will be responsible for Liquidated Damages if it fails to meet the dates agreed upon for Substantial Completion and Final Completion.

d. Project Submittals

The Contractor will be required to comply with the schedule and process for submission, review, and approval of all Submittals in accordance with the Contract Documents. The Contractor must not perform any Work for which the Contract Documents require a Submittal unless the respective Submittal has been approved by Rockland Green. The Work will be in accordance with approved Submittals, however, the Contractor will not be relieved of responsibility for errors or omissions set forth in Submittals regardless of Rockland Green's approval thereof.

e. Subcontractors

Proposers are required to include with their Proposals a list of Subcontractors proposed for the performance of any part of the Work. In addition, the Proposers must provide a description of responsibilities, relevant experience, qualifications, and certificates and licenses of proposed Subcontractors relevant to the Work each Subcontractor would be hired to perform. Proposers must complete Proposal Form 3, Qualifications Form, for all proposed Subcontractors.

Rockland Green shall have the right to approve any and all Subcontractors. The approval or withholding thereof by Rockland Green of any proposed Subcontractor shall not create any liability of Rockland Green to the Contractor, to third parties or otherwise. The use of any Subcontractor that is debarred, suspended or disqualified from Rockland Green, the County, or State contracting is strictly prohibited. Rockland Green will not award the Contract to a Proposer who proposes to use a Subcontractor who is debarred, suspended or disqualified from Rockland Green, the County, or State contracting.

f. Project Labor Agreement

The selected Proposer and its Subcontractors must be signatories to the Project Labor Agreement before commencing any Work on the Project. The Project Labor Agreement is attached hereto as Appendix G. Pursuant to the Project Labor Agreement, the selected Proposer and all Subcontractors must employ union labor, however a maximum of 12% of employees by craft may be from a source other than a Local Union. Subcontractors may be used to perform any part of the Work, subject to Rockland Green's right of approval and subject to their being a signatory to the Project Labor Agreement.

g. Hours of Work and Overtime

Hours of work are set forth in the Project Labor Agreement. Overtime work may be necessary to conform to the requirements of the Contract, and is addressed in the Project Labor Agreement. Except as detailed in the Project Labor Agreement, the Work shall progress on the Project every work day during the week and continuously week by week, until the Project is complete.

h. Management and Coordination of the Work on the Site

The Contractor shall be responsible for the Site, and for managing and coordinating all of the Work with and between itself and all Subcontractors. The Contractor must also cooperate in coordinating all Work with the work of Rockland Green, its operators, and other contractors and consultants, and any other forces permitted by Rockland Green to perform work at the Site, or enter the Site, without an increase in the Contract Time or the Contract Price.

i. New York State Prevailing Wage Rates

Proposers are advised that the State of New York requires minimum wage standards for municipal projects for the full duration of construction as prepared by the New York Department of Labor and set forth in the Prevailing Wage Law. A copy of the New York State Prevailing Wage Rates listing for Rockland County is presented in Appendix F, and is included in the Project Labor Agreement.

III. PROCUREMENT PROTOCOL

By submitting a Proposal in response to this RFP, the Proposer is acknowledging that the requirements, scope of Work, and the evaluation process, outlined in this RFP are fair, equitable, not unduly restrictive, understood and agreed to. The submission of a Proposal in response to this RFP shall be considered a representation that the Proposer has carefully inspected all conditions which affect or may, at some future date, affect the performance covered by the Proposal, and that the Proposer is fully informed concerning Rockland Green's operations and the conditions to be encountered, and the character, quality, and quantity of Work to be performed, including Rockland Green's position that no Contractor requested change orders will be executed after Contract execution. In addition, a submission shall indicate that the Proposer is familiar with all federal, State, and local laws which in any way affect the performance of the Work. Any exceptions to the

content of the RFP must be presented to Rockland Green prior to the Proposal Submission Date by submission of Proposal Form 7. Proposals must be received by the Proposal Submission Date. Proposals received after the Proposal Submission Date will be late and ineligible for consideration.

a. Proposal Bond

Each Proposal must be accompanied by a Proposal Bond or certified check payable to the order of Rockland Green, in the amount of 5% of the proposed Contract Price. The Proposal Bond must be in the form attached hereto as Appendix I and provide that prior to the expiration or termination of the Proposal Bond, the Proposer shall (1) if so requested by Rockland Green, negotiate an agreement with Rockland Green, and (2) enter into the Contract if the Proposer's Proposal is so selected by Rockland Green; and (3) furnish a properly executed Performance Bond. If the Contractor fails to comply with the above, the surety will pay to Rockland Green, as liquidated damages, the full amount of the Proposal Bond or, as applicable, the certified check shall become the property of Rockland Green and be deposited in Rockland Green's accounts.

Any Proposal Bond must be valid for at least 180 days from the Proposal submission date. If the Contract has not been executed prior to the expiration of the Proposal Bond, Rockland Green may require the renewal of the Proposal Bond for an additional 180 days. No Proposal will be considered, unless it is accompanied by the required certified check or Proposal Bond. The form of the Proposal Bond which must be submitted is set forth in Appendix I.

The certified check or Proposal Bond submitted by Proposers will be returned within ten (10) business days after the earliest to occur of (1) the rejection of the Proposal of such Proposer by Rockland Green, and (2) the execution of the Contract by and between Rockland Green and the selected Proposer.

b. Procurement Schedule

The schedule for this procurement is as follows:

Activity	Date
Issue RFP	July 25, 2024
Mandatory Site Visit & Meeting	August 7, 2024 @ 11 AM
Deadline for receipt of questions concerning RFP	August 30, 2024
Proposal submission date	September 30, 2024
Proposal evaluation period	October-November 2024
Contract Award	December 10, 2024

c. Mandatory Site Visit and Meeting

Attendance at the Site visit and meeting is mandatory for any entity wishing to submit a Proposal. A failure to attend may preclude a company from proposing on the Work. Any and all are welcome to attend the mandatory Site visit and meeting at the warehouse located at 427 Beach Road, Haverstraw, New York. In the event a qualified representative of the Proposer is unable to attend the mandatory Site visit and meeting, it may submit to Rockland Green for its consideration documentation supporting the reason for missing the Site visit and meeting. Rockland Green may waive the Site visit and meeting requirement in its sole discretion.

For planning purposes, each potential Proposer must notify Ryan Montal, Confidential Assistant to the Executive Director at rmontal@rocklandgreen.com in writing three (3) days prior to the mandatory Site visit and meeting to indicate the total number of individuals representing such potential Proposer that will be in attendance at the Site visit and meeting. Any individuals representing the Proposer at the Site visit and meeting must be employees or principals of the Proposer. A Proposer may not use a surrogate as its representative at the mandatory Site visit and meeting.

Proposers must familiarize themselves with all field conditions at the Site, including the warehouse structure that will be converted to the Animal Shelter pursuant to the Work procured herein. Failure of the Proposers to familiarize themselves with all conditions existing at the Site will not relieve them of their obligation to furnish all materials, labor and overtime necessary to carry out the provisions of the Contract Documents and to complete the contemplated Work if they are selected.

All Proposers that visit the Site shall comply with the Site Visit Protocol set forth in Appendix J.

d. Site Access and Investigation

Rockland Green recognizes that Proposers may need access to the Site during the Proposal preparation period, in addition to the mandatory Site visit. Proposers may schedule an individual visit to the Site, in addition to the mandatory Site visit, by contacting Rockland Green. All Proposers that visit the Site at any time shall comply with the Site Visit Protocol set forth in Appendix J. No such individual Site visit shall be scheduled prior to the date of the mandatory Site visit and meeting.

Proposers are solely responsible for conducting their own independent research and due diligence for their preparation of the Proposals and subsequent delivery of services under the Contract. Proposers should satisfy themselves by personal investigation and any other means they deem necessary, as to the conditions affecting the proposed services and the cost thereof. No information derived from any part of this RFP, or from Rockland Green or its agents, employees, advisors or consultants, shall relieve the Contractor from any risk or from fulfilling all terms and conditions of the Contract. Rockland Green is not responsible for the completeness or accuracy of

any information presented in this RFP or otherwise distributed as made available during this procurement process. Proposers are, therefore, strongly encouraged to make all inspections and review all available and relevant information, prior to the submittal of the Proposal, which are necessary in their judgment in order to undertake this responsibility.

e. Questions Concerning this RFP

Following issuance of this RFP, the Proposers may submit written questions to Rockland Green to assist the Proposers in the preparation of their Proposals. Rockland Green may, but shall not be obligated to, respond to such questions. All responses to any questions and requests for additional information which Rockland Green determines to be deserving of response will be issued to all potential Proposers of record in the form of addenda to this RFP which will be issued via email. The last day for submission of written questions will be on the date set forth in the procurement schedule above. Any questions submitted after the deadline for questions may be answered by Rockland Green at its discretion.

No oral interpretation, instruction, or information concerning this RFP given by any agent, employee, advisor, or consultant of Rockland Green shall be binding on Rockland Green. Proposers relying on such oral information risk having their response to this RFP deemed unresponsive by Rockland Green. Rockland Green will not be responsible for any explanation or interpretation of this RFP, unless such explanation or interpretation of this RFP is given in accordance with this written procedure.

Should a Proposer find discrepancies in, or omissions from, this RFP, the Proposer shall immediately notify Rockland Green, in writing, and a written addendum, if necessary, will be delivered to each Proposer.

All inquiries, correspondence, questions or clarifications shall be directed to:

Ryan Montal, Confidential Assistant to Executive Director
Rockland Green
172 Main Street
Nanuet, NY 10954
Email: rmontal@rocklandgreen.com

With a copy to:

Paul Gladysz, AIA, NCARB, CSI
Senior Partner
BDA Architecture, P.C.
Email: Paul.Gladysz@bdaarc.com

Except as set forth in this section with regard to procedures for inquiries, correspondence, questions or clarifications, in order to ensure fairness during the procurement process as of the date this RFP is released to the public and throughout the procurement process and negotiations of a Contract, Proposers or their employees, representatives or agents shall not contact any Rockland

Green Board member, any Rockland Green employee (other than Ryan Montal or a designated Rockland Green employee or such other individual as instructed by Rockland Green), or any of Rockland Green’s technical or legal consultants.

If a Proposer or its employee, representative or agent contacts a Rockland Green Board member, any Rockland Green employee (other than Ryan Montal or a designated Rockland Green employee or such other individual as instructed by Rockland Green), or any of Rockland Green’s technical or legal consultants in relation to this RFP, such Proposer risks either being disqualified from submitting a Proposal in response to this RFP or having its Proposal rejected by Rockland Green.

f. Addenda or Amendments to this RFP

During the period provided for preparation of Proposals, Rockland Green may issue addenda to this RFP. These addenda will be numbered consecutively and will be distributed by email to all who are registered with Rockland Green as having received a copy of this RFP. These addenda will be issued by, or on behalf of, Rockland Green and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of all addenda at the time of submission of its Proposal by submitting an executed Addendum Acknowledgment Form included as Proposal Form 2. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

g. Clarification Requests

After receipt of Proposals, Rockland Green may, at its sole discretion, conduct discussions with Proposers to clarify any information submitted in the Proposal or assure that the Proposers fully understood and responded to the requirements of the RFP.

Once Proposals have been reviewed, Rockland Green may request that the Proposer submit additional information or clarify certain aspects of its Proposal. Such requests from Rockland Green will be made via written request for clarifications issued via email. Timely responses to such requests will be required before Rockland Green can continue to evaluate the Proposal.

h. Proposer Interviews

After the Proposal Submission Date, Rockland Green may require Proposers to make oral presentations or to attend interviews with representatives of Rockland Green.

IV. SPECIFICATIONS AND CONTRACT DRAWINGS

Proposers must acknowledge an understanding of and ability to comply with, at a minimum, the Specifications set forth in Appendix B and the Drawings set forth in Appendix C by submitting Proposal Form 14. If a Proposer proposes Proposed Alterations for Rockland Green’s consideration, it must include revised Drawings and Specifications (as applicable), and Proposers must also address how such Proposed Alterations will adhere to the standards and

requirements of the Standard of Care Act. The final Drawings and Specifications will be agreed to by the Parties and included in the Contract.

V. GOVERNMENTAL APPROVALS

Because Rockland Green is a public benefit corporation, the Work is exempt from County and local building permitting requirements. Certain state building codes apply to the Project and they are listed in the Drawings. The Architect will make a determination about the Work's compliance with the applicable building codes prior to Final Completion. If any other Government Approvals are necessary or required, the Contractor will be responsible for timely preparing applications and obtaining and paying the cost therefor. The Contractor will only submit such applications as it deems in good faith to be complete, including all necessary studies and documentation. Rockland Green will cooperate with the Contractor in the submission of all applications for Governmental Approvals which the Contractor is obligated to submit, if any.

VI. TERMS AND CONDITIONS OF PROCUREMENT

a. Rockland Green Reservation of Rights

This RFP constitutes an invitation to companies to submit Proposals to Rockland Green. This section describes Rockland Green's responsibilities, rights, and options as they relate to various business, legal, and financial aspects of the procurement effort. By responding to this RFP, Proposers acknowledge and consent to the following conditions relative to the procurement process and the selection of a Proposer to negotiate an agreement with Rockland Green. Without limitation, Rockland Green reserves, holds, and may exercise, at its sole discretion, the following rights and conditions:

1. This RFP does not obligate Rockland Green to procure or contract for any services whatsoever, nor does it obligate Rockland Green to procure the Work.
2. All costs incurred by Proposers in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations entered into in connection with developing the Contract will be borne by the Proposers.
3. All Proposals become the property of Rockland Green and will not be returned.
4. Rockland Green may reject and return unopened any responses not received by the deadline for receipt of Proposals or may extend the deadline date for submission of Proposals and modify schedule dates.
5. Rockland Green reserves the right, at any time, to determine that any or all Proposers will not be selected for further consideration and to notify such Proposers of Rockland Green's determination.
6. Rockland Green has the right to reject, for any reason, any and all Proposals and components thereof and to eliminate any and all Proposers responding to the RFP from further consideration for this procurement.

7. Rockland Green may conduct clarification discussions, at any time, with one (1) or more Proposers and request additional information relating thereto.
8. Rockland Green may receive questions from Proposers and provide such answers, as it deems appropriate.
9. Rockland Green reserves the right to designate, at any time, one (1) or more Proposers with whom it may select to have a full evaluation of their Proposal(s).
10. Rockland Green has the right to select the Proposal that is the most advantageous to Rockland Green, taking into consideration price and non-price evaluation factors set forth in this RFP, and not necessarily on the basis of price or any other single factor. Rockland Green is not required to accept the lowest cost Proposal.
11. Rockland Green reserves the right to cancel this RFP without issuing another RFP or to amend, supplement, or otherwise modify this RFP, including the scope of services, or otherwise request additional information without prior notice.
12. Rockland Green reserves the right to request Proposers to send a representative to attend Rockland Green interviews.
13. Rockland Green reserves the right to require additional information from one or more Proposers to supplement or clarify the Proposals submitted.
14. Rockland Green reserves the right to conduct investigations of the Proposers, and their responses to this RFP and to request additional evidence to support the information included in any such response.
15. Rockland Green reserves the right to conduct investigations of the Proposer's proposed Subcontractors, and to request additional evidence to regarding any proposed Subcontractor.
16. Rockland Green reserves the right to visit and examine any of the facilities referenced in the Proposal and others owned, operated, and/or built by the Proposer to observe and inspect such facilities.
17. Rockland Green reserves the right to waive any technicalities or immaterial irregularities in any Proposal received, in accordance with Applicable Law.
18. Rockland Green has the right to eliminate any Proposer who submits an incomplete and inadequate response or is not responsive to the requirements of this RFP.
19. Rockland Green reserves the right to issue additional or subsequent solicitations for Proposals.
20. To the extent deemed appropriate by Rockland Green, Rockland Green may select and enter into discussions and to conduct simultaneous negotiations with one or more of the Proposer(s) submitting Proposals.
21. Rockland Green, in its sole discretion, has the right to discontinue negotiations with any selected Proposer at any time prior to the execution of the Contract.
22. Rockland Green reserves the right to enter into agreements for only portions (or not to enter into agreements for any) of the services solicited in this RFP with one or more of the

Proposers based upon Rockland Green's judgment of the best single Proposal or combination of Proposals to address Rockland Green's objectives.

23. All activities related to this RFP and the performance under the Contract shall be subject to Applicable Law.
24. Neither Rockland Green, its staff, its representatives, nor any of its consultants will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
25. Rockland Green reserves the right to eliminate any Proposer that has a record of material non-compliance with any Applicable Law,
26. Rockland Green reserves the right to waive any mandatory pre-proposal conference, Site visit or meeting on a case-by-case basis.
27. Rockland Green reserves the right to award one single contract for all services described herein or multiple contracts for such services.
28. Notwithstanding any other provision set forth herein, no contract, agreement, bid or proposal awarded by Rockland Green shall be binding and valid until fully executed by the parties.
29. Rockland Green reserves the right to accept and implement any or none of the Proposed Alterations that are included in a Proposer's Proposal.

b. Confidential/Trade Secret Information

Rockland Green is subject to New York State's Freedom of Information law (NY CLS Pub O §§ 84-90) ("FOIL"). Should your submission to this RFP contain "trade secrets," or other information that the disclosure of which could reasonably be expected to be harmful to business interests, you must ensure that such information is clearly identified and marked as such. Identification must be specific by item or paragraph and the following notice should be inserted in the front of the Proposal:

NOTICE

The data on pages _____ of this proposal identified by an asterisk (*) contain technical or financial information, which are trade secrets and/or whose disclosure would cause substantial injury to the Proposer's competitive position. The Proposer requests that such data be used only for the evaluation of the proposal, but understands that the disclosure will be limited to the extent that Rockland Green considers proper under the law. If an agreement is entered into with this Proposer, Rockland Green shall have the right to use or disclose the data as provided in the Agreement, unless otherwise obligated by law.

Rockland Green does not assume any responsibility for disclosure or use of marked data for any purpose. Marked information will be treated as confidential third party information. Should marked information be the subject of a request under FOIL, you may be requested either to consent to the request, or make representation explaining why the information should not be disclosed.

By submitting a Proposal, any Proposer not selected relinquishes any claim or right to be compensated for or to object to the use of ideas, approaches, concepts, designs or other elements of its Proposal which may be included in the Contract executed with the selected Proposer.

c. Expense of Proposal Preparation

Each Proposal and preparation of all information required pursuant to this RFP shall be prepared at the sole cost and expense (including engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred in connection with the evaluation and selection process undertaken in connection with this procurement and any negotiations entered into in connection with developing a Contract. There shall be no claims whatsoever against Rockland Green, its staff, or its consultants or agents for reimbursement of the costs or expenses (including engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or the procurement process or in connection with the selection process or contract negotiations. Each Proposer that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from Rockland Green for the costs and expenses associated with the process.

d. Modifications to Proposals

Before opening the Proposals, a Proposer may correct or modify the Proposal by written notice received by Rockland Green prior to the time and date specified in the procurement schedule above. After opening of the Proposals, Rockland Green may waive minor informalities or allow the Proposer to correct such informalities. If a mistake is clearly evident on the face of the Proposal, Rockland Green shall correct the mistake and so notify the Proposer in writing, and the Proposer may not withdraw the Proposal. A Proposer may withdraw a Proposal if a mistake is clearly evident on the face of the Proposal but the intended correction is not similarly evident.

e. Termination of Negotiations

Rockland Green in its sole discretion may, at any time, exclude a Proposer from further participation in the negotiation process if it determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal provide less value than those of the other Proposers. Rockland Green will give written notice of its decision to the Proposer which shall be sent in writing signed by an authorized representative of Rockland Green, and delivered to the Proposer by certified mail or overnight courier.

f. Withdrawal from Procurement Process

A Proposer may withdraw a Proposal prior to the date and time set for the opening of Proposals provided that a written request to withdraw the Proposal is hand delivered to the Executive Director of Rockland Green, by or on behalf of an authorized representative of the Proposer, or the request is delivered by certified mail or overnight courier.

g. No Rockland Green Liability

Neither Rockland Green, its staff, its representatives, nor any of its consultants will be liable for any claims or damages resulting from the solicitation, collection, review or evaluation of responses to this RFP. Rockland Green assumes no responsibility for the completeness or the accuracy of any information presented in this RFP, or other information distributed or made available during this procurement process. Without limiting the generality of the foregoing, Rockland Green will not be bound by or be responsible for any explanation or interpretation of the proposed documents other than those prepared in writing. In no event may a Proposer to this RFP rely on any oral statement made by Rockland Green or any of Rockland Green's agents, employees, advisors or consultants.

h. Continuing Obligation of Proposers

Any Proposer(s) selected to negotiate with Rockland Green have a continuing obligation to provide Rockland Green with any information requested in this RFP which requires updating due to circumstances that have changed or occurred since the submission of its Proposal. Such obligation shall remain in place until Rockland Green has awarded the Contract.

i. Minority and Women's Business Enterprises

The Authority encourages the fullest possible utilization of Minority and Women Owned Business Enterprises (M/WBE).

j. No Discrimination and Affirmative Action Plan

The Contractor shall not discriminate or permit discrimination by any of its officers, employees, agents and representatives against any person because of age, race, color, religion, national origin, sex, sexual orientation or physical or mental disability, or any other protected category. The Contractor must take all actions reasonably necessary to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, national origin, sex, sexual orientation or physical or mental disability or any other protected category. Such action shall include, without limitation, recruitment and recruitment advertising; layoff or termination; upgrading, demotion, transfer, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall impose the non-discrimination provisions of this section by contract on all Subcontractors hired with Rockland Green's consent to perform work related to performance of its obligations under the Contract and shall take all reasonable actions necessary to enforce such provisions. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor shall comply with Rockland Green's Affirmative Action Program and demonstrate compliance with Rockland Green's Affirmative Action Program by submitting Proposal Form 6.

Proposers must have in place sexual harassment policies that are compliant with the New York Human Rights Law (“NYHRL”), and shall provide annual training to all of their employees in accordance with the NYHRL.

VII. PROPOSAL FORMS

Each Proposer must fill out all of the Proposal Forms completely. Proposers must use “N/A” to specify any items set forth in the Proposal Forms that are not applicable to a Proposer. To provide additional information, the Proposer should use separate sheets of paper following the Proposal Form format.

VIII. PROPOSAL CONTENT

This section describes the information that must be included in each Proposal, and the order in which it must be presented. All Proposals must include the following information, in order set forth below:

Section I: Cover Letter and Executive Summary

Section II: Proposal

- A. Project Approach (including optional Proposed Alterations)
- B. Qualifications and Experience
- C. Proposal Security

Section III: Proposal Forms

- a. Section I: Cover Letter and Executive Summary

The cover letter is the Proposer’s official letter transmitting the complete Proposal to Rockland Green. The cover letter will designate the individuals who will be the key technical and business negotiators. This letter is to be typed on the Proposer’s letterhead and is to be signed by an officer of the Proposer who is empowered to sign such material and to commit the Proposer to the obligations contained in the Proposal. If the Proposer is a joint venture, the Proposer shall provide binding letters from each party in the joint venture stating its role and its willingness to meet the requirements of this RFP and any Contract that will be executed. The partners shall be jointly and severally liable to meet the Proposer’s obligations.

The executive summary must be presented as a separate document summarizing in clear and concise language, the information contained in all other parts of the Proposal (except for pricing information) and shall include an introduction and overview section and a conclusion. The executive summary shall also summarize the information contained in the Proposal Forms, including whether the Proposer included any Proposed Alterations. This shall include, for the Contractor and for each Subcontractor, the form of business organization, ownership description, and the proposed role in the Project.

The executive summary should be drafted so that it may be easily understood by persons not having a technical background. In addition, the executive summary shall be limited to five (5) pages, including tables and graphs. Rockland Green may distribute the executive summary to public officials, representatives of public interest groups, and other major project participants; therefore, the Proposer should not include any data in the executive summary that the Proposer judges to be confidential. The executive summary should not contain any price, cost, or economic data. Rockland Green assumes no liability for disclosure or use of any data presented in the executive summary.

Proposers shall include in the executive summary details on how the Work will be performed and how the goals of Rockland Green as set forth in this RFP will be achieved, as well as a representation of Proposer's ability to provide the security required in this RFP.

b. Section II: Proposal

i. Project Approach

a. Proposals must include a complete narrative of the Proposer's assessment of the Work to be performed, demonstrating the Proposer's understanding of the desired overall Project expectations and requirements, which must include:

1. the Proposer's approach to the Project, including identification of those portions of the Work that will be undertaken directly by the Proposer, and what portions of the Work will be subcontracted and to which Subcontractors;
2. a description of resources necessary to fulfill the requirements;
3. a detailed Project Schedule, indicating how many days from the Notice to Proceed will be required to achieve Substantial Completion;
4. any assumptions; and
5. any key issues, constraints, and/or challenges.

b. Rockland Green is aware of the shortage of certain materials and the delivery schedule issues presented by the current market. As such, if there are materials that will require long lead times, Proposers must provide that information to Rockland Green as part of their Proposal, along with a methodology for how it intends to address the situation.

c. All Proposer's must complete Proposal Form 16 and indicate whether their Proposal includes Proposed Alterations for Rockland Green's consideration. Proposals that include Proposed Alterations must be accompanied by revised Drawings and Specifications, as well as a detailed explanation as to how any such Proposed Alterations would: (i) maintain adherence to the standards and requirements set forth in the Standard of Care Act, (ii) impact the cost to construct the Project, (iii) impact the cost to operate or maintain the Animal Shelter over time, (iv) improve the function of the Animal Shelter; (v) add value for Rockland Green, the Animal Shelter operator, the employees who will work at the Animal Shelter and/or the animals who will reside there; and/or (vi) shorten the construction time period (without jeopardizing the quality of the design), among other potential alterations and/or improvements. Proposers must also

include the cost or savings associated with such Proposed Alterations in the appropriate section of Proposal Form 17.

ii. Qualifications and Experience

General Qualifications and Experience - To enable Rockland Green to evaluate a Proposer's ability and resources to carry out the Work, the Proposer must complete the Qualifications Form included at Proposal Form 3 for the Proposer and each Subcontractor, and must submit with its Proposal the following information for itself and for each Subcontractor:

1. A description of the Proposer's and Subcontractor's organization, its history, its ownership and its organizational structure, a description of divisions by functional area, and the location of offices in the Northeast region, as well as a description of the history of the relationship the Proposer has with each proposed Subcontractor.
2. Project descriptions for at least three (3) projects, completed within the past five (5) years, which are substantially similar in scope and size, completed by each Subcontractor and by the Proposer. Provide examples of projects of similar use and function or other animal shelter build-outs, if possible. The goal of this section is for the Proposers to provide information relating to their experience, the basis of which said Proposer purports to be qualified to carry out all Work required for this Project. The project description must contain the project name, project owner, project location, project narrative, and project dates.
3. Proposers and Subcontractors shall provide no less than five (5) references for projects performed in the last five (5) years. Both Proposers and Subcontractors must complete Proposal Form 13.
4. Audited financial statements, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles, and all relevant notes, for a) the Proposer, and b) each Subcontractor, in a form which clearly indicates assets, liabilities and net worth over the most recent three (3) year period or as many years as the firm has been in business if less than three (3) years. Proposers and Subcontractors who do not demonstrate financial solvency or who are in bankruptcy proceedings will not be considered. This information also allows Rockland Green to assess the Proposer's ability to secure adequate financing, if any is necessary for the Work.
5. Evidence of the Proposer's and Subcontractors' authorization to do business in the State, or commitment to obtain such authorization prior to commencement of the Work.
6. Relevant, related experience for each key team member, including general trade industry credentials, licensing, educational programs completed, institutional credentials and certifications, and training for each of the key personnel. Include resumes for all key team members.

Regulatory Experience, Compliance and Litigation - To enable Rockland Green to evaluate a Proposer's regulatory experience and compliance, the Proposal shall describe the Proposer's, each Subcontractor's, and each key team member's, experience and effectiveness in dealing with governmental agencies regulating construction and their experience and record of compliance with permits, licenses, approvals, and other regulatory actions. The Proposal shall identify any major incidents of non-compliance, a description of corrective action taken for such incidents, the present status of compliance, and whether regulatory agency sanctions were imposed. The Proposer and each Subcontractor shall disclose any litigation, pending or complete, that relates to or could impact its provision of the Work.

Record of Contract Performance - To enable Rockland Green to evaluate a Proposer's record of contract performance, the Proposer shall identify any cases where the Proposer or any Subcontractor failed to complete any work which it was contracted to perform or had a contract terminated by a government agency due to the quality of its work. If this has occurred, indicate when, where, and the reasons for such termination. If the Proposer or any other Subcontractor has paid any liquidated damages, fines or penalties in connection with the design or construction of any project, the Proposer shall indicate when, where, and under what circumstances such payment was made. On Proposal Form 13, Proposers must also identify the number of change orders and the primary causes or reasons therefor for the five reference projects provided.

Labor Relations – As noted in this RFP, a Project Labor Agreement will be utilized. As such, the Proposer shall describe its experience with and approach to the Project Labor Agreement, citing specific examples of projects completed under a Project Labor Agreement.

The Proposer shall also describe its and each Subcontractor's compliance history with the New York Department of Labor (as well as other jurisdictions) regarding the payment of prevailing wages. To the extent the Proposer, or any member of the proposer team, has been investigated or cited within the past five (5) years for failure to pay prevailing wages or otherwise comply with Applicable Law pertaining to the payment of wages and benefits, including the Prevailing Wage Law or any similar laws in other jurisdictions, the Proposer must so indicate in its Proposal.

Safety Record – The Proposer and each Subcontractor shall provide OSHA logs and discuss its overall safety program including any violations cited by governmental safety agencies or Occupational Safety and Health Administration (OSHA), recognized safety awards, and the Proposer's lost-time accident record compared with industry standards, all within the past three (3) years.

Proposal Security – Each Proposal must be accompanied by a Proposal Bond in the form attached hereto in Appendix I or certified check payable to the order of Rockland Green, in the amount of 5% of the proposed Contract Price, as required herein. Proposers must also submit with their Proposals a Consent of Surety (Proposal Form 8) and an Insurance Company Letter of Intent (Proposal Form 12) to indicate their ability to obtain the Performance Bond and Labor and Materials Payment Bond and Required Insurance.

c. Section III: Proposal Forms

Proposers must fully complete, execute, and include all Proposal Forms with their Proposals. The Price Proposal Form must include all costs to fully execute, deliver and complete all aspects of the Work. Such costs shall include, but are not limited to the following: materials, labor, tools, equipment, utilities, transportation, supervision and other items to complete the Work, submittals, coordination, shipping, receiving, unloading, storing, protecting, assembly, erecting, rigging, aligning, wiring, painting, sealing, inspecting, and quality control, in full compliance and adherence to the Contract Documents and Contract Standards. Proposals shall remain firm for a minimum of one hundred and eighty (180) days.

IX. SUBMISSION REQUIREMENTS

a. This section contains instructions regarding the submission of the Proposals. Late Proposals will be considered non-responsive and shall be returned to the Proposer unopened. No Proposal will be accepted unless filed on or before the Proposal Submission Date and at the place designated herein. Proposals received prior to the time of opening will be securely kept unopened.

b. Proposals shall be submitted with the Proposal Forms set forth in this RFP. All blank spaces for Proposal prices shall be properly filled in, in ink, or typed, in both words and figures. In case of any price shown in words and its equivalent shown in figures do not agree, the written words shall be binding on the Proposer. All Proposal Forms included in this RFP must be completed and submitted with the Proposal in order to be considered a responsive Proposal.

c. The Proposal documents shall be typed or printed (1-1/2 spacing) on 8-1/2 inch by 11 inch paper, except for figures or drawings which may be prepared at a larger size in order to be legible.

d. Proposals shall be enclosed in a sealed opaque envelope plainly marked on the outside with the statement "RFP-2024-01 - Proposal Enclosed," with the Proposer's name and title of the RFP.

e. One (1) original with original signatures and five (5) paper copies of the Proposal shall be submitted. One electronic copy on an external drive must also be submitted. No email submissions will be accepted. One copy must be clearly marked "original" and must contain all original executed documents.

f. Proposals shall be delivered to:

Rockland Green
172 Main Street
Nanuet, NY 10954
ATTN: Ryan Montal, Confidential Assistant to the Executive Director

X. PROPOSAL EVALUATION

a. General

All Proposals will be evaluated by the procedures and criteria described in this section for the ultimate purpose of determining to whom Rockland Green will award the Contract. An award will be made to the responsible Proposer whose Proposal is determined in writing to be the most advantageous to Rockland Green, taking into consideration price and non-price evaluation factors set forth in this RFP. Rockland Green has the right to select the Proposer whose Proposal best satisfies the interests of Rockland Green, and not necessarily on the basis of price or any other single factor.

The evaluation team will evaluate each Proposal to determine if the Minimum Qualification Criteria set forth in section (c) below are met. Only those Proposers whose Proposals meet the Minimum Qualification Criteria will be considered responsible Proposers and be further evaluated. If the Proposal meets the Minimum Qualification Criteria, then the evaluation team will evaluate the Proposals using the Comparative Evaluation Criteria set forth in section (d) below in order to make a determination of which Proposal is the most advantageous to Rockland Green.

b. Evaluation Team

The Proposal evaluation and selection process described in this section of the RFP will be conducted by an evaluation team led by Rockland Green. The evaluation team will be composed of personnel from Rockland Green and assisted by its consultants. The evaluation team will review and evaluate Proposals and select one (1) or more Proposers with whom Rockland Green will conduct contract negotiations.

c. Minimum Qualification Criteria

The Minimum Qualification Criteria that each Proposer is required to meet are set forth below. Proposals that do not meet the Minimum Qualification Criteria will not be further evaluated by the evaluation team. Each Proposer or Proposal, as applicable, must satisfy the following Minimum Qualification Criteria:

1. All Proposal Forms must be fully and properly completed and all requested information must be provided.

2. The Proposer and all Subcontractors must commit to be registered or authorized to do business in the State of New York, prior to commencement of any Work should they be selected.
3. The Proposer must have successfully constructed no less than three (3) projects similar in scope and size.
4. The Proposer must have at least five (5) years of successful experience in the completion of projects similar in scope and size.
5. The Proposer and all Subcontractors must be financially solvent and must not be in bankruptcy.
6. The Proposer and all Subcontractors must have a demonstrated track record of compliance with Applicable Law. The Proposer, or members of the Proposer team, may be disqualified if credible evidence indicates a lack of commitment to compliance with law, including environmental laws and permit requirements or business integrity. The types of occurrences that will result in disqualification include, but are not limited to:
 - Filing of misleading or false declarations or failing to disclose material information in connection with any governmental filing, including a response to this RFP;
 - Bribery, corrupt business practices, paying consideration for the purpose of improperly influencing a public procurement process;
 - Conduct that would constitute discrimination under the laws of the State of New York and the United States; and
 - The debarment of the Proposer (including any member of the Proposer team) and their officers, principals, stockholders, Affiliates and subsidiaries by the State of New York, thereby prohibiting them from entering into contracts with Rockland Green, or the debarment of the Proposer (including any member of the Proposer team) and their officers, principals, stockholders, Affiliates and subsidiaries by any state in the United States or its political subdivisions from entry into contracts with such government entity. Further, the Proposer must state that it will not use any contractors or Subcontractors who are so debarred, without the expressed written approval of Rockland Green.

Any person who willfully fails to disclose required information or who knowingly discloses false information will not be considered and can be punished by civil or criminal penalties, or both, and will not be awarded the Contract.

d. Comparative Evaluation Criteria

Proposals meeting the Minimum Evaluation Criteria will then be further evaluated by the evaluation team in order to make a determination of which Proposal is the most advantageous to Rockland Green. Rockland Green has the right to select the Proposer whose Proposal best satisfies

the interests of Rockland Green, and not necessarily on the basis of price or any other single factor. The overall net cost of the Proposal is a major criterion in the selection, but not the only determining factor. The criteria set forth below are not necessarily listed in the order of importance and are not necessarily of equal weight. Proposers must provide all information, documents or data necessary to address each of the Comparative Evaluation Criteria.

Rockland Green will evaluate Proposals by applying the following criteria:

1. *Project Approach* – Rockland Green will consider:
 - a. The Proposer’s assessment of the Work to be performed and their approach, including the proposed Project Schedule and proposed Subcontractors; and
 - b. Proposer’s identified key issues, constraints and challenges, as well as methods for overcoming potential delays; and
 - c. (if submitted) Proposed Alterations. Rockland Green will consider how any such Proposed Alterations would impact the cost to construct the Project and/or the cost to maintain the Animal Shelter over time, as well as how the Proposal would improve the function of the Animal Shelter or add value for Rockland Green, the Animal Shelter operator, the employees who will work at the Animal Shelter and/or the animals who will reside there. Rockland Green will also consider how the Proposed Alterations would impact the Project Schedule and how they would maintain adherence with the Standard of Care Act. By way of example, Rockland Green will consider Proposed Alterations and/or value engineering that for example, maintain adherence with the Standard of Care Act, and: would (i) impact the cost to construct the Project, (ii) impact the cost to operate or maintain the Animal Shelter over time, (iii) improve the function of the Animal Shelter; (iv) add value for Rockland Green, the Animal Shelter operator, the employees who will work at the Animal Shelter and/or the animals who will reside there; and/or (v) shorten the construction time period (without jeopardizing the quality of the design), among other potential alterations and/or improvements. A Proposer’s decision not to submit Proposed Alterations will not negatively impact Rockland Green’s evaluation of that Proposal.
2. *Qualifications and Relevant Experience* – Rockland Green will consider:
 - a. Whether the Proposer, Subcontractors and key team members have the requisite capabilities, licensing/certification, and experience to perform the Work.
 - b. The extent of Proposers’ and Subcontractors’ previous experience on similar projects;
 - c. References – Rockland Green will evaluate the strength and character from each of the Proposer’s project references provided. Such evaluation will consider the Proposer’s history of compliance with project schedules, as well as the quality of

its completed work. It should be noted, Rockland Green has the right to conduct independent reference checks, and as such, may contact other entities for which the Proposer has completed a project but who have not been listed as references.

3. *Regulatory Experience, Compliance and Litigation* - Rockland Green will consider a Proposer's and each Subcontractor's record for regulatory compliance with permits, licenses, approvals, and other regulatory actions in prior projects; and Proposers' and Subcontractors' records of litigation.
4. *Record of Contract Performance* – Rockland Green will consider Proposer's record of contractual compliance on prior projects, based upon, but not limited to, number of change orders and the reasons therefor for reference projects, recorded contract disputes, and record of payment of actual or liquidated damages.
5. *Financial Capacity* – Rockland Green will evaluate the financial strengths of the Proposer and Subcontractors. The financial capacity assessment will consider the adequacy of the Proposer and Subcontractors to assure full and timely performance of the Contractor's obligations under the Contract and the overall financial stability of the Contractor and Subcontractors.
6. *Labor Relations* - Rockland Green will consider the Proposer's and each Subcontractors' compliance history with the New York Department of Labor, and the payment of prevailing wages in particular. Rockland Green will also consider a Proposer's and each Subcontractor's experience with projects completed under a Project Labor Agreement.
7. *Safety Record* – Rockland Green will consider the Proposer's and each Subcontractor's safety record.
8. *Contract* - Rockland Green will consider any exceptions the Proposer may take to the Contract or to provisions related to any of the Security Instruments. The evaluation will also be based on the degree to which the Proposer accepts the risk posture and general business deal set forth in the Contract. This criterion will also be used to assess the degree of risk which the Proposer is judged to be assuming under the terms of the Proposal.
9. *Price* - Rockland Green will evaluate the Proposer's pricing set forth on Proposal Form 15. Rockland Green is not bound to accept the lowest price or any Proposal of those submitted. Rockland Green will consider the Price proposed for the base services, as well as the costs or savings of any Proposed Alterations.

e. Award of Contract

An award will be made to the responsible Proposer whose Proposal is considered the most advantageous to Rockland Green. Rockland Green has the right to select the Proposer whose Proposal best satisfies the interests of Rockland Green, and not necessarily on the basis of price or any other single factor. The successful Proposer will be notified by a written notice, signed by a

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Request for Proposals for the Build Out of a New Animal Shelter located at 427 Beach Road in Haverstraw, NY

duly authorized representative of Rockland Green. No other act of Rockland Green shall constitute the award of the Proposal.