

RFQ

Managing Code Enforcement Officer/Zoning Enforcement Officer

Building/Planning/Zoning Department

For the Village of Red Hook

County of Dutchess, New York

Re-Issue Date: July 13th, 2016

Submission Date: August 30th, 2016

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1.1 Purpose

The purpose of this RFQ is to inform potential firms that the Village of Red Hook (here after known as “The Village”) is advertising to solicit qualifications for part-time Managing Building Inspector/Code Enforcement Officer/Zoning Enforcement Officer for the Village of Red Hook Building/Planning/Zoning Department. The Village intends to redesign operations within that department with selection of a consultant who will also be the CEO/ZEO, a part-time position to manage staff, meet applicants and perform or coordinate required inspections and enforcement. Municipal Law requires that a credentialed individual be named but placement can be from a firm. Based upon the review and evaluation of submissions offered in response to this RFQ, the Village may at its sole discretion negotiate and enter into contracts with one respondent. Notwithstanding any other provision here respondent’s participation in this process is voluntary and at respondent’s sole discretion. The Village reserves the right to accept or reject any or all submissions from a specific or multiple respondents for any reason at any time. The Village also reserves the right at its sole discretion to select or reject any or all respondent in this process and will not be responsible for any direct or indirect costs incurred by the respondent in this process.

1.2 Definitions

Throughout this Request for Qualifications, the following definitions are used:

“Vendor” means the respondent(s) awarded a Contract resulting from this RFQ;

“Contract” means the agreement formed between the The Village and the successful respondent as evidenced by an Agreement issued by the The Village;

“Agreement” means the respondent qualification document, the RFQ and such other documents as listed in the Agreement, including all amendments or addenda agreed between the parties;

“Must”, “mandatory” or “required” means an absolute minimum function or capacity, which, if not satisfied in the submission, may result in disqualification in the final evaluation;

“De-identification” is the process of removing from data any information from electronic media that identifies a particular individual;

“RFQ” means this request for qualifications including any amendments, attachments, and/or clarifications pertaining to this RFQ that may be issued prior to the closing date; and,

“Should”, “may” or “is desirable” means desirable, but not mandatory functions or capacities. Respondents who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.

“Managing Building Inspector/Code Enforcement Officer/Zoning Enforcement Officer” means the individual to assist with the re-design of operations at the Village of Red Hook Planning/Building/Zoning Office. Duties will also include building inspections and related services; preparation of documents and related regulatory agency filings, re-design of process to include Muncicity software and web site access improvement, escrow analysis, coordination of other inspections, coordination of support staff, fee analysis, and zoning code enforcement.

2.1 Acknowledgement

The Village will release notice of RFQ for Managing Building Inspector/Code Enforcement /Zoning Officer on its website (www.redhooknyvillage.org), with an announcement in the newspaper of record with the sole aim of making the process free, fair, transparent and user friendly. The RFQ details will be available at Village Hall, as noted below, from 9 am to 4 pm and at an email request to info@redhooknyvillage.org. The submission duly sealed and labeled “Qualifications for Managing Inspector- Building/Planning/Zoning Project” **should be addressed to The Village of Red Hook, 7467 South Broadway, Red Hook, New York 12571**. The Village is not responsible for non-receipt of quotations by the specified date and time due to any reason including holidays. All questions / clarifications should be communicated only by email at info@redhooknyvillage.org with Managing Building Inspector– Building/Planning/Zoning Project Clarifications in the subject line. The last date for receipt of any query is the 13th day of August 2016. Submissions received after the stipulated time or the due date or incomplete in any respect are liable to be rejected.

2.2 RFQ Deadlines

The Village must receive duly completed submissions not later than 3 o'clock pm on the 30th day of August 2016.

2.3 The Village's Obligations

The receipt of submissions does not obligate The Village in any way. The Village shall not be liable for any costs incurred by respondents in the preparation, presentation or any other aspect of the submission received by reason of this request, nor is The Village obligated to negotiate separately with any sources whatsoever in any manner necessary to serve respondent's best interests. The Village makes no representation, implied or express, that it will accept and approve any submitted qualifications. The Village shall not have any liability to respondents for any reason.

2.4 Evaluation

Submissions may be reviewed and evaluated by any person at the discretion of The Village's internal evaluation team, including non-allied and independent consultants retained by The Village now or in the future for the sole purpose of obtaining evaluations to qualifications. Respondents may be asked to further explain or clarify areas in writing during the evaluation process. The qualifications and selection shall be in accord with NYS Municipal Law.

The only information regarding status of the evaluation of qualifications that the team will give to any inquiring respondent shall be whether or not that respondent will be awarded a

Contract. The Village may, at its sole discretion, inform any inquiring respondent of the reason(s) why it was not awarded the contract.

2.5 RFQ Terms and Conditions Applied to Final Contract

The terms and conditions of the RFQ, including the completed materials, will become, at Village's sole discretion, part of the final Contract (the "Contract") between Village and the selected respondent. If respondent fails to object to any condition incorporated herein, it shall mean that respondent agrees with, and will comply with the conditions set forth herein. Any exceptions to the terms and conditions or any additions, which respondent may wish to include in the RFQ, should be made in writing and included in the form of an attachment to the applicable Section in the RFQ.

2.6 Terms Binding on Respondent

N/A

2.7 Hold Harmless

In submitting, the respondent understands that The Village will determine at its sole discretion which firm or person, if any, is accepted. Respondent waives any right to claim damages of any nature whatsoever based on the selection process, final selection, and any communications associated with the selection. The Village reserves the right to award the Contract to the respondent(s) whose qualifications are deemed to be the most advantageous in meeting the specifications of the RFQ. In addition, The Village reserves the right to add or waive any requirements contained in this RFQ at its sole discretion with regard to materials submitted. The Village's decision on award of Contract shall be final and binding on all the Respondents.

2.8 Sub-Contracting

The services offered in response to this RFQ shall be provided by the respondent directly or their employees, and they shall identify any sub-contracting, franchisee, contract to hire, and consultant etc. arrangement done by the respondent.

2.9 Acceptance of Qualifications for Engineering Services

The Village reserves the right to modify the terms of the RFQ at any time at its sole discretion and the same will be uploaded on the website [http:// www.redhooknyvillage.org](http://www.redhooknyvillage.org). The respondents have to remain updated about the same from the website and The Village will not be responsible for such information not being downloaded by the respondent. Subsequent to the submission of materials, interviews and negotiations may be conducted with one or more respondents, but there will be no obligation to receive further information, whether written or oral, from any respondent not to disclose the nature of any information received. This RFQ should not be construed as an agreement to purchase services. Submissions will be assessed in accordance with the evaluation criteria.

2.10 Evaluation and Selection

The Village will evaluate respondents' submissions against the criteria as detailed herein. Qualifications meeting all the mandatory criteria will then be assessed and judged against the evaluation criteria. The Village's decision on evaluation shall be final and binding on all the respondents. Respondents who meet the evaluation criteria will be considered for services. Any deviations from the skill set / experience / prerequisites / requirements and/or the terms and conditions of the RFQ shall be submitted explicitly along with convincing reasons. The Village will not provide any justification in cases where it rejects for deviation and The Village reserves all rights to reject or accept any deviation.

2.11 Liability for Errors

While The Village has used considerable efforts to ensure that accurate information is contained in this RFQ and is supplied as a guideline for respondents, the information is not guaranteed or warranted accurate by The Village, nor is it necessarily comprehensive or exhaustive. Nothing in this RFQ is intended to relieve information as per its current understanding of the requirements under various activities to the respondents from forming their own opinions and conclusions with respect to the matters addressed in this RFQ.

2.12 Acceptance of Terms

All the terms and conditions of this RFQ shall be deemed to be accepted by the respondent and incorporated in its submission unless specifically notified otherwise.

2.13 Ownership of Submitted Materials

All documentation submitted to The Village will become the property of The Village.

2.14 Use of Request for Qualifications

This document or any portion thereof, is the property of The Village and may not be used or copied for any purpose other than the review of the respondent's submission.

2.15 RFQ Schedule

The Village re-advertised RFQ on 13th July, 2016

Respondent's deadline for submitting responses to RFQ is 3 pm, August 30th, 2016.

Review of submission and selection process of code enforcement/zoning enforcement manager – September 29th, 2016.

Award of Services Contract: October 2016

3.0 Qualification Preparation

This section defines the preparation and submission procedures, which are to be followed by all respondents. Respondents are cautioned to carefully read and follow the procedures required by this RFQ. Please note that deviations may be cause for rejection of your submission.

3.1 Qualification for Services Format

The Qualification for Management Services for The Village should be addressed and submitted **to The Village of Red Hook, 7467 South Broadway, Red Hook, New York 12571.**

The qualification shall include:

- a) Respondent's name and address, Respondent's telephone number, email address and a contact person.
- b) Letter of introduction identifying the respondent and pertinent qualifications signed by the person or persons authorized to sign and bind the respondent to statements made. The returned RFQ will be referenced as an attachment if/when a contractual agreement is executed.
- c) Any additional information, brochures, etc., can be provided at the discretion of the respondent and should be clearly labeled and uploaded.
- d) Contract will be for the balance of The Village's official year – September 2016 – April 2017 and then reviewed for re-appointment from April 2017-2018.
- e) Telephone availability and email capability to conference matters on a 24/7 basis and respond to emergencies upon call from Red Fire Chief or Red Hook Police.

3.2 Notification of Changes

All recipients of this RFQ will be notified of any changes if any made to this document prior to the due date of submission.