

HASTINGS ON HUDSON UNION FREE SCHOOL DISTRICT
27 FARRAGUT AVENUE, HASTINGS ON HUDSON, NY 10706
RFP #2023-A ARCHITECT AND ENGINEERING SERVICES

REQUEST FOR PROPOSALS

RFP #2023-A

ARCHITECTURAL AND ENGINEERING SERVICES

BEGINNING September 12, 2023

DUE: September 5, 2023 BY 3:00 PM EST

Return to:
Maureen Caraballo
Business Official/Treasurer
Hastings on Hudson UFSD
27 Farragut Avenue
Hastings on Hudson, NY 10706

DATE OF OPENING: Tuesday September 12, 2023

TIME: 3:00 P.M.

I. INTRODUCTION & GENERAL INFORMATION

The Hastings on Hudson Union Free Central School District is issuing this Request for Proposals ("RFP") for the selection of an Architectural/Engineering firm to provide architectural and engineering services including general architectural consulting and project planning, designing and management services in affiliation with capital improvement projects and bond related projects.

II. SCOPE OF SERVICES

- Architect of Record for the 2023-2024 school year, including an option to renew for the following four school years on a yearly basis and;
- Can provide Building Condition Survey including Annual Visual Inspection
- Maintenance Projects, Architectural Designs & Plans, Capital Improvement and/or Bond Projects, to the scope of work determined by the Board of Education, availability of District funds and the approval of the voters of the District.
- Make formal presentations to the Board of Education and various other groups (including, but not limited to, district staff, parents, students, and the general public) as required.
- Provide estimated costs based on the categories of expenditure required by the New York State Education Department as part of the study.

Such services shall be subject to a separate contract. The School District shall not be bound to use the Architect of Record or to award any capital projects contract(s). In the discretion of the Board of Education, the School District may solicit separate proposals from other Architectural/Engineering firms for any approved projects.

You are invited to submit proposals in accordance with this RFP.

III. THE SELECTION PROCESS

A. Timetable

The School District is expected to undertake the selection process according to the following schedule:

August 17	Advertisement and Release Date for RFP
August 24	RFP Questions Due
August 30	RFP Answers Distributed via Addendum
September 5	RFP Due Date
September 12	Decision and Award
September 12	Contract Start Date

B. Proposal Evaluation Criteria:

Proposals will be evaluated on the basis of the following criteria:

1. Experience and Qualifications of the Proposer: Consideration will be given to Proposers demonstrating strong capabilities, experience and reputation in undertakings similar to those described in this RFP and providing authoritative documentation of their financial soundness and stability. Similar experience will be understood to include, but not be limited to at least.

five (5) years' experience in the provision of architectural and engineering services on projects involving New York State school district renovations, alterations and/or additions. Key personnel being proposed must have similar experience.

2. Ability to Implement Project Promptly: Preference will be given to proposals demonstrating an ability to carry out the tasks and responsibilities outlined in the proposal in a prompt and efficient manner, including but not limited to having the required personnel available to implement and complete the project.

3. Cost: Cost is not the primary factor for award determination. **IV.**

RFP PROCEDURES

A. Information and Documents

Questions concerning the RFP and the procedures for responding should be directed to Maureen Caraballo at the Business Office at 914-478-6210, caraballo@hohschools.org **B.**

Submission of Proposals

Respondents should submit an original and one (1) copy of their proposal as well as a flash drive of the submitted proposal. Proposals must be received no later than September 5th by 3:00 PM. Proposals must be addressed to:

Maureen Caraballo, District Treasurer
Hastings on Hudson UFSD
27 Farragut Avenue
Hastings on Hudson, NY 10706

To prevent opening by unauthorized individuals, your proposal shall be clearly identified on the front of the envelope as follows:

"RFP #2023-A Architectural and Engineering Services"

C. Modification or Withdrawal of Proposals

Any proposal may be withdrawn or modified by written request of the Proposer, provided that such request is received by the Purchasing Agent at the above address prior to the date and time set for receipt of proposals.

D. Right to Reject Proposals

This RFP does not commit the School District to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or to procure or contract for services. The School District intends to award a contract on the basis of the best interest and advantage to the School District, and reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified proposers, or to cancel this RFP in part or in its entirety, if it is in the best interest of the School District to do so. The School District may select as the successful proposer that proposal which, in the School District's sole discretion and with whatever modifications the School District and the proposer may mutually agree upon, best meets the School District's requirements whether or not that proposal is the lowest cost proposal. No proposer **shall** have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the School District, in its sole discretion, shall enter into a contract with the proposer that it selects as the successful vendor.

V. INSURANCE

REQUIREMENTS See *Appendix A*.

VI. INDEMNIFICATION

The successful Proposer shall defend, indemnify and save harmless the District, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Successful Proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

VII. TERMINATION CLAUSE

This agreement may be terminated upon written notice by the School District at any time during the term of said agreement for any cause whatsoever with the fee due and owing the successful contractor to be prorated based on the period of time the agreement was in force and effect up to and including the termination date.

VIII. ADDITIONAL TERMS

1. The service provider and its staff shall comply with all applicable laws, rules, ordinances and regulations, and the regulations of the School District and all directives issued by the School District.

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2. No smoking or other tobacco use, consumption of alcoholic beverages, or use of illegal drugs will be permitted anywhere on School Grounds (including in vehicles on School Grounds).
3. At no time **will the awarded Firm's personnel be provided access to the District wifi, nor should video streaming of inappropriate materials/content by Firm's personnel occur while on District property.**
4. **The service provider shall comply with all Federal, State and Local regulations relating to certification and licensure, labor, including, but not limited to minimum hour wage, prevailing wage,** working conditions, insurance and safety factors and child labor laws.
5. In accordance with Section 220-e of the Labor Law of the State of New York, it is agreed that:
 - a. In the hiring of employees for the performance of this contract or any subcontractor hereunder, no service provider, subcontractor, nor any person acting on behalf of such service provider or sub-contractor shall by reason of race, creed, color, national origin or any other discriminatory classification, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - b. No service provider, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, color, creed or national origin or any other discriminatory classification.
 - c. There may be deducted from the amount payable to the service provider a penalty of one hundred dollars (\$100) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract.
 - d. This Contract may be cancelled or terminated by the Board of Education and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract.
 - e. The aforesaid provisions of this section shall be limited to operations performed within the territorial limits of the State of New York.
6. The service provider shall comply with all of the provisions of the Immigration Reform and **Control Act of 1986 and regulations promulgated pursuant thereto and shall require its subcontractors to comply with same. The service provider shall and does hereby agree to** fully indemnify, protect, defend, and hold harmless the School District, its agents and employees from and against any penalties, fees, costs, liabilities, suits, claims, or expenses of any kind or nature, including reasonable attorney's fees, arising out of or resulting from any violation or alleged violation of the provisions of said laws in connection with the work performed hereunder.
7. All employees of the service provider shall be deemed employees of the service provider for all purposes and the service provider alone shall be responsible for their work, personal conduct,

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direction, and compensation. The service provider acknowledges that it will not hold itself, its officers, employees and/or its agents out as employees of the School District. The service provider is retained by the School District for the purposes and to the extent set forth in this Contract and its relationship to the School District during the term of this Contract shall be that of an independent contractor. The service provider and/or its employees shall not be considered as having employee status or as being entitled to participate in any plans, arrangement or benefits including, but not limited to, pensions, employee fringe benefits or similar benefits, granted by the School District to its regular employees. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect. The service provider and any person employed by or conducting business with the service provider shall not be a partner, employee, agent or joint venturer of the School District.

8. IRAN DIVESTMENT ACT

By executing the Certification of Compliance contained herein, the service provider (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2013" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, service provider is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should the Hastings on Hudson UFSD receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the School District will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the service provider in default.

The Hastings on Hudson UFSD reserves the right to reject any proposal, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

IX. PROPOSAL FORMAT AND CONTENTS

Proposals must be submitted in the format outlined in this section. Each of the described parts and sections must be completed in full (except those sections described as optional). Each proposal will be reviewed to determine if it is complete prior to actual evaluation. The School District reserves the right to eliminate from further consideration any proposal deemed to be non-responsive to the requests for information contained herein. Each of the parts and sections described below should begin on a separate page, and each page should state the name of the Proposer in the upper right-hand corner.

A. Proposer Background and Qualifications

Section A of the proposal must contain the following information about the proposer and any independent contractor with which the proposer intends to work on the project.

FORM I: Form I should describe the overall make-up of the project team and include a detailed statement as to how the Proposer intends to meet the requirements of the agreement. Include a chart depicting the management structure envisioned for the project.

FORM II: Form II should provide information about the proposer and each independent contractor, if applicable. (Addresses, telephone/fax numbers, names of contact person and lead person.)

Individual resumes for each of the individuals on the project team must be included in this section.

FORM III: Describe the prior relevant experience of the Proposer and members of the project team, and independent contractors, if any. For each include the information listed below:

1. Customer's name
2. Total project capital cost
3. Type of contract
4. Name & telephone number of reference for the project.
5. Brief description of the project's scope of services and status (including type of facility at which project was implemented, whether the project was timely completed and whether significant problems occurred that affected project performance.) The right to call the reference and/or visit the project sites provided by the proposer will be presumed by the School District.

FORM IV: (Optional) include any additional information about the project team, its personnel, financial condition, or qualifications regarded as being pertinent.

B. Financial Background Information

Section B of the RFP must contain detailed information concerning the financial background of the Proposer and any independent contractors to be engaged by the Proposer, including but not limited to financial statements, annual reports and the like covering the most recent fiscal year for the Proposer and for any independent contractor.

C. Form of Proposal

Form of proposal must include the following:

1. Fee is to be stated as a flat fee dollar amount.
2. Projects Not Related to Bond: Hourly fee for additional services by employment category.

D. Miscellaneous

- The School District reserves the right to reject any and all proposals or to waive any informalities or inconsequential requirements.
- Free form responses or marketing "boilerplate" will not be included for review or considered a part of this evaluation. Failure to provide all required information may result in rejection of your proposal.
- Once the RFP is advertised, the School District considers it inappropriate and strongly discourages all firms/individuals from directly or indirectly contacting members of the Board of Education or its employees. Should such contact be necessary, a statement of disclosure, addressed to Maureen Caraballo, is strongly recommended.
- Proposals shall not be returned to the Proposers and once submitted, are the property of the School District. The School District may dispose of proposals in any way it sees fit.
- Expenses incurred in the preparation of qualifications and the response to the RFP shall be borne solely by the Proposers with the express understanding that the Proposers may not apply to the School District for reimbursement for these expenses.
- Proposals must be accompanied by a cover letter signed by an officer empowered by the Proposer to sign such material and thereby accept responsibility for the material submitted. FAXED qualifications will not be accepted.
- Proposals submitted by facsimile or electronically will not be accepted.

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Confirmation of Participation

Bidder Company Name: _____

Contact Name:

Address:

Phone: _____ Fax: _____

E-Mail: _____ Tax ID#: _____

Signature of Company Representative

Date

The company/organization intends to submit a proposal for RFP #2023-A

The company/organization will **NOT** be submitting a proposal for RFP #2023-A but would like to remain on the vendor list for these services for the future.

Please complete and return this form to Maureen Caraballo Fax: 914-478-6219

Via [E-mail: caraballo@hohschools.org](mailto:caraballo@hohschools.org)

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FORM OF PROPOSAL

In addition to the information as prescribed in this RFP document, the proposers are to include the following District forms in the proposal package:

- Information Proposal Page
- Non Collusive
- Hold Harmless
- Iran Divestment Statement
- Form of Disclosure
- Addenda as Applicable
- Proof of insurance
- Proof of all applicable licensure

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INFORMATION AND PROPOSAL PAGE

Firm Name: _____

Contact **Name:** _____

Address: _____

Telephone: _____ **Fax:** _____

Cell Phone: _____ **E-Mail:** _____

References:

<u>Name</u>	<u>Position/Relationship</u>	<u>Telephone</u>
1.		
2.		
3.		

Other information that would be useful to the District:

INFORMATION AND PROPOSAL PAGE (cont.)

Fee Method #1: Bond Work

Flat Fee for providing Architectural and Engineering services. _____ \$ _____

Fee Method #2: Additional Projects on an "as needed basis"

Hourly rate to provide the services as outlined in this RFP:

Principal _____ \$ _____

Senior Architect _____ \$ _____

Architect _____ \$ _____

Draftsperson _____ \$ _____

Draft Technician _____ \$ _____

Other (Identify) _____ \$ _____

Other (Identify) _____ \$ _____

(Signature of Proposer)

(Print Name)

(Date)

NON-COLLUSIVE BIDDING CERTIFICATION

The following statement is made pursuant to Section 103-D of the General Municipal Law, as amended by Chapter 675 of the Laws of 1966, and Section 139-D of the State Finance Law, as amended by Chapter 675 of the Laws of 1966, and Section 2604 of the Public Authorities Law, as amended by Chapter 675 of the Laws of 1966.

By submission of this bid proposal, the bidder certifies that he/she is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-collusive bidding certification.

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and,

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

- (b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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NON-COLLUSIVE BIDDING CERTIFICATION (cont.)

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certifications referred to in subdivision II of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing, and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of corporation.

The bidder affirms the above statement as true under the penalties of perjury.

CORPORATE SEAL [if bidder is a corporation]	BIDDER COMPANY NAME: ADDRESS: PHONE #: FAX #:
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Authorized Signature

(Sign)

(Name & Title of Signer)

SWORN to before me this _____ day of _____, 2023

(Notary public)

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HOLD HARMLESS

It is hereby agreed and understood that the proposer agreed to hold harmless and indemnify the Hastings on Hudson Union Free School District and its Board of Education and any officer, agent, servant or employee from Hastings on Hudson Union Free School District, from any lawsuit, action, proceeding, liability, judgement, claim or demand which may arise out of:

- A. Any injury (including death) to person or property sustained by the proposer, its agents, servants or employees or any person, firm or corporation employed directly or indirectly by them upon or in connection with their performance under the contract however caused;
- B. Any injury (including death) to person or property sustained by any person, firm or corporation, caused by any act, default, error, omission of the contractor, its agents, servants, or employees or any person, firm, corporation, directly or indirectly employed by them or in connection with performance under the contract.

The assumption or indemnity, liability and loss hereunder shall survive contractor's completion of service or other performance hereunder and any termination of this contract.

The contractor at his own expense and risk shall defend any such legal proceedings that may be brought against the Hastings on Hudson Union Free School District, its Board of Education, or any office, agent, servant, or employee of the Hastings on Hudson Union Free School District on any claim or demand, and shall satisfy any judgement that may be rendered against the Hastings on Hudson Union Free School District, its Board of Education, or any officer, agent, servant or employee if the Hastings on Hudson Union Free School District.

This indemnification, defense and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgement, claim or demand of name or nature, notwithstanding that contractor may deem the same to be frivolous or without merit. It is intended that this agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgement, monetary or otherwise, as same may relate to the personnel and services provided by the contractor.

By: _____
Authorized Signature

Name

Title/Corporation

SWORN to before me this _____ day of _____, 2023

(Notary public)

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CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The School District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____ being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the Bidder/ Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

SWORN to before me this _____ day of _____, 2023

(Notary public)

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**DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE WITH THE IRAN
DIVESTMENT ACT**

Bidders shall complete this form if they cannot certify that the bidder /contractor or any proposed subcontractor is not identified on the Prohibited Entities List. The District reserves the right to undertake any investigation into the information provided herein or to request additional information from the bidder.

Name of the Bidder: _____

Address of Bidder: _____

Has bidder been involved in investment activities in Iran? _____

Describe the type of activities including but not limited to the amounts and the nature of the investments (e.g. banking, energy, real estate) _____

If so, when did the first investment activity occur? _____

Have the investment activities ended? _____

If so, what was the date of the last investment activity? _____

If not, have the investment activities increased or expanded since April 12, 2012? _____

Has the bidder adopted, publicized, or implemented a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran? _____

If so, provide the date of the adoption of the plan by the bidder and proof of the adopted resolution, if any and a copy of the formal plan. _____

In detail, state the reasons why the bidder cannot provide the Certification of Compliance with the Iran Divestment Act below (additional pages may be attached):

I, _____ being duly sworn, deposes and says that he/she is the
_____ of the _____ Corporation and the foregoing
is true and accurate.

SIGNED

SWORN to before me this _____ day of _____, 2023

(Notary public)

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FORM OF DISCLOSURE

THE UNDERSIGNED AFFIRMS THAT THE FOLLOWING CONSTITUTE ALL OFFICERS, DIRECTORS, PARTNERS, OR CONTROLLING PRINCIPALS OF THE FIRM:

<u>Name</u>	<u>Title</u>
_____	_____
_____	_____
_____	_____

1. Does any Hastings on Hudson Board Member, administrator, or employee possess any financial interest, directly or indirectly, in the firm? ___ If yes, set forth the basis upon which a financial interest exists in the firm:

2. Has the firm or any of its officers, directors, partners, or controlling principals possessed any interest in transactions heretofore entered into with Hastings on Hudson School District? _____ If yes, please describe transaction(s):

3. Does any direct relative of a member of the Board , administrators, or staff possess any financial interest, directly or indirectly, in the firm (For purpose of this inquiry a direct relative is to be defined as a parent, spouse, child or sibling). _____ If yes, set forth below the Hastings on Hudson School District Board Member, administrator, or staff member whose relation possess an interest and the relationship:

THE UNDERSIGNED AFFIRMS THAT THE ABOVE STATEMENTS ARE TRUE AND UNDERSTANDS THAT ANY FALSE STATEMENT SHALL CONSTITUTE A VIOLATION OF THE PENAL CODE OR GENERAL MUNICIPAL LAW AS APPLICABLE.

Firm: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

**HASTINGS ON HUDSON UNION FREE SCHOOL DISTRICT
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RFP #2023-A ARCHITECT AND ENGINEERING SERVICES**

APPENDIX A — INSURANCE REQUIREMENTS

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the district as an unrestricted additional insured on the contractor's insurance policies, with the exception of workers' compensation.
- II. The policy naming the district as an additional insured shall:
- Be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer.
 - Provide for 30 days' notice of cancellation.
 - State that the organization's coverage shall be primary coverage for the district, its Board, employees and volunteers.
 - List the District as an additional insured by using endorsement CG 2010 or broader. The certificate must state that this endorsement is being used. A copy of the endorsement shall be included with the certificate of insurance.
- III. The contractor agrees to indemnify the district for any applicable deductibles.
- IV. Required Insurance:
- **Commercial General Liability Insurance**
\$1,000,000 per occurrence / \$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis as evidenced by the appropriate box being checked on the Certificate of Insurance.
 - **Automobile Liability**
\$1,000,000 Combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - **Workers' Compensation**
Statutory Workers' Compensation & Employers' Liability Insurance and N.Y.S. Disability Benefits Insurance for all employees.
 - **Owners Contractors Protective Insurance**
(Required for construction projects in excess of \$200,000)
\$1,000,000 per occurrence / \$2,000,000 aggregate, with the district named as Additionally insured.
 - **Errors and Omissions Insurance**
\$5,000,000 per occurrence/ \$5,000,000 aggregate for the professional acts of the Construction Manager performed under the contract for Hastings on Hudson UFSD. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work. If the Construction Manager is providing environmental services, the errors & omissions policy must be endorsement to include coverage for these services.
- V. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- VI. Contractor acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the district. The contractor is to provide the district with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.
- VII. The district is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the district but also the NYSIR, as the district's insurer.

