

CHAPPAQUA CENTRAL SCHOOL DISTRICT

REQUEST FOR PROPOSALS

**CCSD RFP#2022-07:
CONSTRUCTION MANAGEMENT SERVICES**

December 2022

Chappaqua Central School District
66 Roaring Brook Road
Chappaqua, NY 10514

CCSD RFP #2022-07
Notice to Construction Management Firms

The Chappaqua Central School District (School District) is issuing a Request for Proposals (RFP) for the selection of a construction manager for a capital improvement project involving construction of improvements to all School District buildings, the cost thereof to be approximately \$33.5 million. The proposed projects include improvements to all school buildings owned by the School District, including all infrastructure and site improvements, original furnishings, equipment, machinery, apparatus and ancillary or related work required in connection therewith. You are invited to submit proposals in accordance with this RFP.

Proposals will be received until **12:00p.m. on January 6, 2023** at the office of the **Purchasing Agent, Chappaqua Central School District, 66 Roaring Brook Road, Chappaqua, NY 10514; (914) 238-7200**. The School District assumes no liability for any mail or delivery delays by any mail or postal carrier or delivery service. The Proposer assumes sole responsibility for ensuring the proposal arrives at the appropriate place on or before the date and time set forth above. The Board of Education reserves the right to reject any proposal or all proposals, to waive any informalities in the proposal process, or to accept part of any proposal.

In the event that on January 6, 2023 the Chappaqua Central School District is closed or has an early dismissal due to weather or any other emergency, proposals will be due at 12:00 p.m. on the next day that the school district is in session.

All questions regarding this RFP should be directed to: Andrew B. Lennon, Assistant Superintendent for Business at anlennon@Chappaquaschools.org.

By order of the Board of Education

Anne Holmquist
Purchasing Agent
Dated: December 12, 2022

REQUEST FOR PROPOSAL

CCSD RFP #: 2022-07

DATE OF OPENING: January 6, 2023

TITLE: Construction Management Services

TIME: 12:00 p.m.

I. INTRODUCTION & GENERAL INFORMATION

The voters of Chappaqua Central School District ("School District") approved a capital improvement project referendum on November 29th, 2022 (as more fully described in *Appendix B*). The School District is soliciting written proposals from qualified professional Construction Management firms to provide comprehensive construction management services for this project. Specifically, the individual/firm selected as a result of this Request for Proposals (RFP) will be expected to perform services for the period from after the bond referendum to post construction/close out. Proposers should submit their proposals based upon adequate site project management support for each site during the duration of construction and post-construction activities.

Additionally, the School District will require the Proposer to provide estimating services during the design phases of the project and as needed throughout the project. As part of the RFP, Proposers should identify in detail the manner in which the services to be required will be accomplished.

II. SCOPE OF SERVICES

The Construction Manager is expected to work closely with the selected Architect in order to ensure adherence to the project budget throughout the project. General services shall include:

- Pre-Design Phase: Prepare an independent estimate of project costs based on bond scope assumptions; prepare a preliminary schedule incorporating tasks of the entire professional team during Design through Construction phases; be available to present the construction plan at public meetings as needed;
- Design Phase: Provide independent cost estimates at each design (Schematic Design, Design Development, Contract Documents) and as requested by owner, value engineering, constructability analysis, alternate scope development and analysis; review bid documents and plans prior to bidding to ensure coordination of drawings, identify potential issues and work with District and Architect to address issues to ensure project is within budget parameters.
- Bidding Phase: Work with District and Architect to divide project into independent scopes of work for bidding (bid packages); establish project schedule including mandatory milestones for contractors; participate in pre-bid contractor meetings; review and analyze bid submissions with Architect; conduct post-bid/pre-award meetings with the Architect; perform contractor vetting and recommend bid awards.
- Construction Phase: Manage all contractors; schedule and maintain project files on site and electronically; maintain daily contractor manpower log; provide onsite supervision while contractors are on district property; coordinate all communications between contractors and the District and Architect; review all claims, field order allowance requests, change orders, contractor payment applications and accident reports to ensure accuracy and validity; issue directives to contractors; verify all out of scope work necessary to keep the project on schedule; and participate in punch list review with the District and Architect.
- Post-construction Phase: Prepare project close-out paperwork; oversee all final punch list work; review contractor retainage release requests; collection of all as-built documents from contractors; participate with Architect in warranty review of project; and coordinate the provision of all warranty work by contractors for the warranty period.

The Construction Manager selected will be responsible for complying with and enforcing the Regulations of the Commissioner of Education, set forth in Part 155.5 of such Regulations, Uniform Safety Standards for School Construction and Maintenance Projects, Project SAVE (Safe Schools Against Violence Act), as well as any existing or future laws and regulations applicable to the project.

The Construction Manager shall provide a specific plan, in writing, to provide competent and effective site supervision for all significant trades for the project, the adequacy of which plan is subject to the School District's determination.

The overall scope of services shall be as described in the Standard Form of Agreement between Owner and Construction Manager AIA Document A132-2019 as modified through mutual agreement. The following are specific requirements which may be supplemental to the Standard Agreement. The following list of services to be provided by the Construction Manager is not intended to be all inclusive. Services and tasks that are necessary to achieve the Owner's goals are also included and will be required to the extent that generally accepted standards of good construction management are recognized.

The following services are general in nature and are required during all phases of the project:

- Consult with the Owner, upon request, for the purpose of reviewing the status of the project and/or projects, and for the purpose of developing strategies necessary to achieve the goals of the school district.
- Provide general administrative management of the project tasks and the contractors performing them.
- Provide bookkeeping services that include detailed accounting of all cash flow needs, appropriations and commitments from all funding sources, and the expenditure of funds in accordance with the policies of the Board of Education, the requirements of the District's Business office, and the regulations of the N.Y.S. Education Department.
- Prepare and update monthly projections of cash flow required to sustain the project and keep it on schedule and to submit those reports to the Assistant Superintendent for Business.
- Prepare and make presentations to the District administration and Board of Education as deemed necessary by the District.
- Provide cost estimating services.
- Develop and maintain, in cooperation with the Owner/Architect, a monthly reporting document that indicates the status of each project or projects in terms of budget, funding, expenditures, pending and approved change orders, work progress as compared to schedule, etc.

III. THE SELECTION PROCESS

A. Timetable

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

Deadline for submission of proposals by:	12:00 Noon on January 6, 2023
Interview with finalists on or about	Week ending January 20, 2023
Selection of contractor on or about:	February 1, 2023
Expected final contract execution on or about:	March 1, 2023

B. Pre-Bid Conference and Review of Project Plans:

An optional site visit with a review of the preliminary scope of work of the capital improvement project may be scheduled by contacting Mr. Joseph Gramando, Director of Facilities at 914-238-7200 x1201 or jogramando@chappaquaschools.org.

C. 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, expertise, 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:

- a. At least five (5) years' experience in the provision of construction management services to New York State public school districts on projects of similar size and/or scope as the project herein. Key personnel being proposed must have similar experience and are subject to approval by the District;
- b. At least five (5) years' experience in the provision of cost accounting services on projects of similar size and/or scope as the project herein.
- c. Experience and expertise in maximizing state aid on the projects.

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, effective and efficient manner, including but not limited to having the required personnel available to implement and complete the project.

IV. RFP PROCEDURES

A. Information and Documents

Questions concerning the RFP and the procedures for responding should be directed to Andrew B. Lennon, Assistant Superintendent for Business at 914-238-7200 x 1006 or anlennon@Chappaquaschools.org.

B. Submission of Proposals

Respondents should submit an original and seven (7) copies of their proposal. Proposals must be received no later than **January 6, 2023 at 12:00 p.m.** (In the event that on January 6, 2023, the Chappaqua Central School District is closed or has an early dismissal due to weather or any other emergency, proposals will be due at 12:00 p.m. on the next day that the School District is in session.) Proposals must be addressed to:

Anne Holmquist
Chappaqua Central School District
66 Roaring Brook Road
Chappaqua, NY 10514.

To prevent opening by unauthorized individuals, your proposal must be clearly identified on the envelope wrapper as follows:

"RFP #2022-07: CONSTRUCTION MANAGEMENT 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 Assistant Superintendent for Business 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 waive any informalities in the proposal process, 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 School District, its officers, employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys' fees and costs) arising out of, or in consequence of, any negligent or intentional act or omission of the Successful Proposer, its officers, 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 Construction Manager and its staff shall comply with all applicable laws, rules, ordinances and regulations, and the policies and regulations of the School District and all directives issued by the School District.
2. No smoking or other tobacco use will be permitted anywhere on School Grounds (including in vehicles on School Grounds) and within 100 feet of the boundary of any elementary or secondary school. No consumption of alcoholic beverages, use of illegal drugs or misuse of prescription or over-the-counter medication will be permitted anywhere on School Grounds (including in vehicles on School Grounds). No unauthorized contact or communication with students shall be permitted.
3. The Construction Manager shall comply with all Federal, State and Local regulations relating to certification and licensure, state and federal labor law provisions, including, but not limited to minimum hour wage, prevailing wage, overtime, certified payrolls, working conditions, insurance and safety factors and child labor laws.
4. 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 subcontractor shall by reason of race, creed, color, national origin or any other discriminatory classification in state or federal law, or 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, or any person on their 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 Construction Manager 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.
5. The Construction Manager 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 Construction Manager shall and does hereby agree to fully indemnify, protect, defend, and hold harmless the School District, its officers, employees, and agents from and against any penalties, fees, costs, liabilities, suits, claims, or expenses of any kind or nature, including reasonable attorney's fees and costs, arising out of or resulting from any violation or alleged violation of the provisions of said laws in connection with the work performed hereunder.
6. All employees of the Construction Manager shall be deemed employees of the Construction Manager for all purposes and the Construction Manager alone shall be responsible for their work, personal conduct, direction, and compensation. The Construction Manager acknowledges that it will not hold itself, its officers, employees and its agents out as employees of the School District. The Construction Manager 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 Construction Manager and/or its officers, employees and agents 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 Construction Manager and any person employed by or conducting business with them shall not be a partner, employee, agent or joint venturer of the School District.
7. IRAN DIVESTMENT ACT

By submitting a proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, the Construction Manager 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 2012" 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, Construction Manager 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 Chappaqua Central School District 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 Chappaqua Central School District 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 but may, in its discretion, waive any informality in the proposal process if it is in the interests of the School District. 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.

PART I: Part 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.

PART II: Part 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.

PART III: Describe the prior relevant experience of the Proposer and members of the project team, and independent contractors, if any, specifically for public school districts in New York State. 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.

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. In lieu of the submission of financial statements and/or annual reports, the Proposer at its sole cost and expense, may furnish a performance bond as security for the faithful performance of the Agreement. The Performance Bond shall meet all statutory requirements of the State of New York, in form and substance satisfactory to the Owner and, without limitation, complying with the following specific requirements:

1. Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment;
2. Bonds shall be executed by a responsible surety licensed in New York and shall remain in effect for a period not less than two (2) years following the date of final payment to the Proposer or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer;
3. The Performance Bond shall be in an amount equal to the Contract Sum.
4. The Proposer shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of their power of attorney indicating the monetary limit of such power.

C. Form of Proposal

List your fee structure for the post-referendum scope of services. Fee statements should be structured so that the total cost of services can be determined by the District including reimbursable expenses for services provided through the Construction Manager. If different levels of service are to be provided

during the various phases of the project, the fee statement should clearly indicate the fee for the level of service proposed.

X. Miscellaneous

- The School District reserves the right to reject any and all proposals or to waive any informalities or inconsequential requirements, in its discretion.
- 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. All questions regarding this RFP should be directed to: Andrew B. Lennon, Assistant Superintendent for Business at anlennon@Chappaquaschools.org.
- 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 document, and thereby accept responsibility for the material submitted. FAXED qualifications will not be accepted.
- Proposals submitted by facsimile or electronically will not be accepted.

INSURANCE AGREEMENT

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Construction Manager hereby agrees to effectuate the naming of the School District as an additional insured on the Construction Manager's insurance policies, with the exception of workers' compensation and N.Y. State disability.
- II. The policy naming the School District as an additional insured shall:
 - Be purchased from an A.M. Best rated "secure" insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred.
 - State that the organization's coverage shall be primary and non-contributory coverage for the School District, its Board, officers, employees, agents and volunteers with a waiver of subrogation in favor of the School District.
 - Additional insured status shall be provided by standard or other endorsements that extend coverage to the School District (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the School District. A completed copy of the endorsements must be attached to the Certificate of Insurance.
 - The certificate of insurance must describe the specific services provided by the contractor (e.g., architectural, engineering, construction management services) that are covered by the liability policies.
 - At the School District's request, the Construction Manager shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If so requested, the construction manager will provide a copy of the policy endorsements and forms.
- III. The Construction Manager agrees to indemnify the School District for any applicable deductibles and self-insured retentions.
- IV. Required Minimum Insurance:
 - **Commercial General Liability Insurance**
\$1,000,000 per Occurrence/ \$2,000,000 Aggregate
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$100,000 Fire Damage
\$10,000 Medical Expense
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - **Workers' Compensation and N.Y.S. Disability**
Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.
 - **Construction Manager's Errors and Omissions Liability Insurance**
\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the District. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement.

Coverage shall remain in effect for three years following the completion of work.

- **Umbrella/Excess Insurance**

\$3 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Auto Liability, General Liability and Professional Liability coverages.

- V. The Construction Manager acknowledges that failure to obtain and maintain such insurance on behalf of the School District constitutes a material breach of contract. The Construction Manager must provide the School District with a Certificate of Insurance, evidencing the above requirements have been met, prior to the commencement of work. The failure of the School District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the School District.

- **Performance Bond (Optional)**

If required, these bonds shall be provided by a New York State admitted Surety Company, in good standing. The School District shall be named as the Obligee, and an original Power of Attorney, Corporate and Surety Acknowledgements must accompany the bond.

- VI. The School District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The Construction Manager further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the School District but also NYSIR, as the School District's insurer.

November 29, 2022 Capital Bond Budget Summary**Proposition #1 (Approved by Voters)**

Roof Replacement (All buildings)	\$8,500,000
Communications Upgrades (Network & Fiber Optics at all buildings)	\$4,983,770
Greeley J Bridge Replacement	\$820,504
Paving Projects HG/WO	\$1,468,000
Electrical Panel/Underground Feeder Cable at HGHS Gym	\$447,000
HVAC Needs Based on Current Conditions (All Buildings)	\$5,426,470
Greeley Fire Alarm System Replacement	\$768,645
Playground Resurfacing	\$895,997
Light Stands Greeley Tennis Court - Replacement	\$584,170
Electronic Locks at Elementary and Middle Schools	\$838,108
Greeley L Building Air Conditioning	\$1,229,832
Gym Air Conditioning/All Buildings	\$2,067,655
Cafeteria AC at all buildings	\$2,213,359
Outdoor Bathrooms at Greeley	\$1,152,968
Auditorium Lighting & Curtain Upgrade at Greeley	\$872,827
Storage at Greeley Athletic Complex	\$768,645
Modified Baseball Field at Seven Bridges	\$500,000
Total Project Authorization (excluding Capitalized Interest) *	\$33,537,950

*Total Project Authorization includes all project costs including Materials, Labor, Architecture, Engineering and all other professional services and other costs. Excludes Capitalized Interest included in Bond Authorization of \$33,985,000.

NON-COLLUSIVE BIDDING CERTIFICATION

Section 103-d, General Municipal Law. 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 bidders and affirmed by such bidder as true under the penalties of perjury,

- a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of any joint bid each party thereto certified as to its own organization, under penalty of perjury, that to the best of 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 another 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. Any 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 shall so state and furnish with the bid a signed statement which sets forth in detail the reason therefor. 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.

The fact that the 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 certification referred to in subdivision one of the section, shall be deemed to include the signing and submission of the bid and the inclusion as the act and deed of the corporation.

Firm Name: _____

Signed: _____ Title _____

Date: _____

PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of New York laws and regulations.
- B. Proposer warrants that it is willing and able to obtain an error and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the Chappaqua Central School District.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Firm's Name

Address

City, State, Zip

(Print Name)

(Signature)

(Phone)

(Fax)

IRAN DIVESTMENT ACT COMPLIANCE RIDER AND CERTIFICATION

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the District, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

- a. The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- b. The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the SFL and maintained by the Commissioner of the Office of General Services.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the SFL. In any case where the bidder or proposer cannot certify that it is not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The District may award a bid to a bidder who cannot make the certificate on a case by case basis if:

1. The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The District makes a determination that the goods or services are necessary for the District to perform its functions and that, absent an exemption, the District would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

CERTIFICATION - IRAN DIVESTMENT ACT OF 2012

(This form must be signed and notarized, and submitted with Proposal)

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added new provisions to the State Finance Law (SFL), §165-a and General Municipal Law (GML) §103-g effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b) and GML §103-g, 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 response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Proposer is advised that once the list is posted on the OGS website, any Proposer seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should District receive information that a person is in violation of the above-referenced certification, District will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

District reserves the right to reject any bid, proposal or request for assignment for an entity that appears on the prohibited entities list prior to the award 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.

Signature: _____ Date: _____

Sworn to before me this _____
day of _____, 2023

Notary Public

Sexual Harassment Certification

In accordance with State Finance Law §138-l, which generally prohibits the School District from entering into contracts pursuant to the bid/RFP process with persons who fail to submit a certification affirming compliance with New York State Labor Law §201-g, the proposer submit the following certification under the penalty of perjury:

By submission of this proposal, each proposer and each person signing on behalf of any proposer, certifies, and in the case of a joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that the proposer has implemented written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the NYS Labor Law.

Dated: _____, New York
_____, 2023

Firm's Name

(Print Name)

(Signature)

Sworn to before me this _____
day of _____, 2023

Notary Public