



**Ardsley Union Free School District
Ardsley, New York**

**Request For Proposal
Construction Management Services
RFP #2023-02
Bond Projects 2024-2025
Beginning: July 1, 2024
Due: Friday, June 7th – 10:00AM EST**

**Ardsley Union Free School District
Ms. Cheri Rosenblatt
Assistant Superintendent for Business, Facilities & Operations
500 Farm Road
Ardsley, New York 10502
(914) 295-5500 x5556
Email: croseblatt@ardsleyschools.org
FAX (914) 295-5976**

DATE OF OPENING: FRIDAY, JUNE 7, 2024

TIME: 10:00 AM EST

To All Providers:

Please submit a sealed proposal for Construction Management Services for the Ardsley Union Free School District. The District will receive sealed proposals on or prior to 10:00 AM EST, June 7, 2024. Proposals received after the stated date will be returned to the sender, unopened. Proposals must be submitted in a sealed envelope plainly marked on the outside:

RFP #2023-02 Construction Management Services

Proposals will be opened on the stated date but will not be read aloud. Any interested party may attend. There will be no discussion at the time of the opening of the proposals. The names of the proposing Firms shall be available following the proposal opening.

Proposals shall be irrevocable for a minimum period of sixty (60) days from the date of proposal opening. Alterations to said proposals must be submitted in writing. Consideration shall be given only to those alterations, which may be caused by unforeseen circumstances beyond the control of the Firm submitting said proposal. The Purchasing Agent or his/her designee shall make such determination.

When evaluating proposals received, Ardsley UFSD will consider qualifications, experience, and reputation in the construction management industry. The Ardsley Union Free School District Board of Education intends to award a contract or contracts in its best interest and reserves the right to 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 Ardsley Union Free School District to do so. 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 Ardsley Union Free School District, in its sole discretion, shall enter into a contract with the proposer(s) that it selects as the successful proposer(s).

Please read the attached material carefully before submitting your proposal. Incomplete proposals may not be considered.

Thank you very much for your cooperation.

Cheri Rosenblatt
Assistant Superintendent for Business, Facilities and Operations

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I. Purpose

The Ardsley Union Free School District, hereinafter referred to as “the District”, invites proposals from qualified Firms to obtain Construction Management Services in connection with a potential bond/capital improvement project as described herein.

In collaboration with a Long-Range Planning Committee, the Board of Education and District Leadership have developed the scope of this project.

Specifically, the individual (firm) selected as a result of this RFP will be expected to perform services in connection with the development of the project and oversee the capital improvement work if approved by voters. Currently, the proposed scope of work includes the following:

High School

New Main office w/Security Lobby
Renovation of old principal/asst. principal offices
New 4-Classroom Addition
Renovation of existing science rooms
New synthetic turf, track and lights

Middle School

New Security Lobby
New STEM addition

Elementary School

New Security Lobby
Library Renovation
Creation of bus lot/parking, road, entryway drive
New Bus/Maintenance Garage

Districtwide

Infrastructure improvements/upgrades including but not limited to waste lines, elevator replacement, boiler room pumps/valves, HVAC work

As part of the RFP, Proposers should identify in detail the manner in which the services to be required will be accomplished by the proposer.

In accordance with the District’s policies and procedures, contracts for professional services requiring special skill or training are not subject to competitive bidding requirements of § 103 of General Municipal Law.

II. Scope of Services

A. General Responsibilities

The scope of services that the construction manager is to provide during pre-construction, construction and post-construction phases of this project shall include, but not be limited to:

a) Pre-construction

- Consult with the Architect and the District regarding the project program, budget, timetable and advisability of various bidding options.
- Assist the District and/or the Architect in selecting consultants (i.e. testing labs), where appropriate.
- Report regularly to the District on progress of design and construction documents, budgets and schedules.
- Work with Architect and the District to prepare project General/Supplementary Conditions tailored for each project scope of work and consult with the District's attorney for compliance with front end requirements.
- Provide independent project cost estimates based upon current construction costs, which may include actual bids received for similar scope and size of work, submitted at the completion of the following phases:
 - I. Schematic
 - II. Design Development
 - III. Construction Documents/Pre-bid
- Assist in the development of construction-phasing schedule to be included in contract documents.
- Review construction documents and provide recommendations (possible value engineering depending on the District budget) prior to establishing bid date.
- Provide recommendations and package the documents into possible sub- divisions by prime contract category to be included in the contract documents.
- Solicit local bidder interest for the projects.
- Conduct pre-bid conferences.
- Conduct pre-award conferences with apparent low bidders to determine Proposer's understanding of bid documents and capacity/experience to complete work.
- Assist the District and Architect in evaluating the responsiveness and completeness of construction bids received.

b) Construction Phase and Closeout

- Provide start-up assistance
- Coordinate activities of utility companies and regulatory agencies.
- Coordinate all utility interruptions with the District and public utilities if required.
- On-site, continuous day-to-day inspection and supervision of all work in process including second shift, holiday and weekend work.
- Ensure that contractors follow all Laws, Statutes, Codes and Regulations during construction and maintain required exit pathways.
- Coordinate all site-stored material locations and contractor staging.
- Coordination of all contractors' activities.

- Act as a liaison between contractors, the District and their designated representatives.
- Monitor the quality of the work and verify compliance with plans and specifications. Identify poor quality and non-conforming work for correction by contractors. Notify Architect of any deviation from contract documents.
- Greet, escort and log all authorized visitors to the sites. Prevent unauthorized visitors from entering the sites.
- Assist in maintaining good relations with surrounding community and implementation of reasonable methods to control dust, noise, lighting, odor, etc. as required by the contract specifications to minimize disturbances.
- Review contractor safety procedures on an ongoing basis
- Solicit, review and approve construction schedules.
- Review and validate any T & M work. (T & M – time and material)
- Review contractor change requests and proposals and make recommendations to the Board of Education and Architect.
- Monitor construction schedules and initiate corrective actions with contractors to remain on schedule.
- Prepare and maintain a master project schedule to be updated weekly.
- Log and monitor all requests for information (RFI's).
- Facilitate and expedite submission of all submittals and shop drawings and maintain accurate logs showing the status of each at each phase of submission and review.
- Maintain a daily log of activities on the jobsite, including but not limited to listing visitors to the job site, weather conditions and descriptions of occurrences at the job site.
- Log and maintain all project samples on site.
- Coordinate and monitor all required site and material testing during construction.
- Notify Architect in advance of required construction and testing observations to be witnessed by Architect or Engineers.
- Receive and review of test reports. Provide/recommend response to any test results failing to meet applicable specifications or requirements.
- Coordinate and attend weekly/monthly construction update meetings with Architect, contractors and owner as requested by the District.
- Conduct weekly contractor site job meetings, including the preparation of meeting minutes and distribution to all parties.
- Attend required meetings with Ardsley UFSD and Architect.
- Coordinate with the NYS Department of Labor regarding asbestos abatement.
- Prepare and present progress reports to the District Board of Education in a format agreed to by both parties. Present reports at public meetings.
- Maintain documentation and photographs of project progress. The time, date and location of the photographs must be documented.
- Monitor the progress of all project record drawings and initiate corrective actions with contractors to keep record drawings current.
- Maintain a file of all project documentation to be given to owner at project completion.
- Coordinate building occupancies and construction phasing to comply with the needs of the Board of Education.
- Assist the District's personnel in assuming operation of all systems, including scheduling of instructional sessions by the applicable contractor as required in the project documents.
- Assist the District in exercising guarantees and warranties.
- Coordinate punch-list inspections and execution of punch-list items.
- Daily inspection to verify compliance with bid specifications and functionality of work performed.
- Review applications for payment verifying percentage of work complete, inclusion of lien waivers, submission, accuracy and compliance of certified payroll.
- Coordinate receipt of closeout documents.

III. Proposer Requirements

- A. Proposers shall have a minimum of (5) five years experience with similar construction projects. This experience must be as the primary construction manager of record and not as consultant to the primary construction management. The Proposer shall include statement noting the number of business as well as the length of its experience in providing construction management services.
- B. Copies of Professional Licenses held by the Proposer as well as a complete business profile/resume must be submitted. This requirement extends to all subcontractors providing design and Engineering Services.
- C. The selected Proposer shall devote as many people and man-hours to the work as are necessary. The Scope of Work shall be performed under the direct supervision of key personnel identified as the Project Team. The Project Team shall be identified in the proposal. The Project Team shall include a Project Team Manager who is in overall charge of supervising and coordinating all the architectural/engineering work. The Project Team shall devote sufficient time to the work to provide in-depth guidance, supervision, and analysis and to make all material decisions required. The Project Team shall carry out the Scope of Work for the duration of your Professional Services Agreement with Ardsley UFSD.

IV. Proposal Submissions

A. Information and Documents

Questions concerning the RFP and the procedures for responding should be directed to Cheri Rosenblatt, Assistant Superintendent for Business, Facilities and Operations at crosenblatt@ardsleyschools.org.

B. Specification Clarification/Inquiries

All inquiries with respect to this Request for Proposal must be directed as follows:

Via USPS: Ardsley Union Free School District
Attn: Cheri Rosenblatt, Assistant Superintendent for Business, Facilities & Operations
500 Farm Road
Ardsley, New York 10502

Via Fax: 914-295-5976

Via E-mail: crosenblatt@ardsleyschools.org

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 priced. 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 firm.

E. Proposal Format

Provide (2) hard copies of each proposal, one copy titled "ORIGINAL" and the other titled "COPY", and a digital copy on a flash drive. Proposals should be submitted in a format that permits copying for review where necessary.

Each page of the proposal must state:

- Name of Proposer
- Construction Management Services RFP# 2023-02
- Page number

All proposals must be submitted in three parts:

- Part I must consist of responses to the management and qualification items, etc.
- Part II must consist of proposed items, cost and additional information specified below.
- Part III must consist of all completed forms included at the end of this proposal with the exception of the Confirmation of Participation form. The Confirmation of Participation Form should be completed and submitted by May 24, 2024.

Note the following:

- Incomplete submissions may not be considered for award.
- Proposals should not be excessively long.
- All materials submitted in response to this request will become the property of Ardsley UFSD.

There is no express or implied obligation for the District to reimburse responding Firms for any expenses incurred in preparing proposals, attending pre-proposal conferences, or interview(s) in responding to this request. Proposals submitted after the stated time and date will not be considered and will be returned to the Firm unopened.

PART I – MANAGEMENT AND QUALIFICATIONS

In setting forth its qualifications, each Proposer shall provide the following information:

- A. Name and Title of individual submitting RFP.
- B. Name of business, main business address, primary and secondary points of contact and their telephone and fax numbers (including area codes and email addresses).
- C. Proposers should include details of experience within the past five years of projects of similar size and complexity to the projects listed in Section B. Include a brief description of such projects, contract amount and completion date.
- D. Prior experience as a construction manager should include at least five completed projects. Proposers must demonstrate prior experience as a construction manager for School Districts, including experience working with and meeting the requirements of the New York State Education Department. Prior experience as a construction manager on school district projects will be a major consideration.
- E. State the name(s) of the officer(s) and associate(s) in the Proposer. Clearly identify the project team and their responsibilities, including resumes of the team and of the project manager to be assigned to Ardsley UFSD. If at the time of completing this RFP an individual has not been assigned, the Proposer shall provide the resumes of all possible candidates from which Ardsley UFSD and Architect shall make a final selection. Ardsley UFSD is seeking assurances that those identified as being on the project team will remain with the Ardsley UFSD projects until all are completed unless otherwise requested by Ardsley UFSD. Include the location of the office from which the services for Ardsley UFSD will be performed when not on site.
- F. Identify the nature of any potential conflict of interest the Proposer or any individual employed by or owning the Proposer might have in providing these services to Ardsley UFSD.
- G. Include a list of Proposer's current projects including name, contract amounts and completion dates.
- H. Describe Proposer's financial position and staff capability.
- I. Explain Proposer's management plan and how Proposer will staff the projects.
- J. Please provide details regarding your understanding of the scope of services required and the approach Proposer will use to achieve Ardsley UFSD's objectives.
- K. Explain how the Proposer will keep the project on schedule, and how the Proposer plans to coordinate and phase the work so as to minimize disruption to Ardsley UFSD's operations.
- L. Outline methods and techniques used in the past by the Proposer to contain and reduce project costs.
- M. Provide at least three (3) references for similar projects in New York school districts where the Proposer was the construction manager of record. Please list the architectural or engineering firms firm worked with and the representative of the school district for the references provided.
- N. The selected Proposer shall not bid or perform any of the trade construction work on the Ardsley UFSD projects.
- O. Set forth the Proposer's experience, resources and individuals involved in representing owners in analysis and timely resolution of contractor construction claims.
- P. Describe the Proposer's approach and procedure regarding change orders.

PART II – ADDITIONAL INFORMATION

Proposers should include costs and any unique information about their company that would set them apart from their competition.

V. Proposal Evaluation

Proposals received will be evaluated by Ardsley UFSD to determine whether the requirements of this RFP are met.

The evaluation process is designed to award the proposal not necessarily to the Proposer of lowest costs, but rather to the Proposer with the best combination of attributes aforementioned based on responses received.

Ardsley UFSD may invite the top two or three qualified Proposers for an interview, based on each Proposer's score from the evaluation criteria above. Ardsley UFSD reserves the right to make a decision based solely on the interviews rather than from Proposers' scores on the evaluation criteria above. Ardsley UFSD will make reasonable attempts to schedule each interview at a time that is agreeable to the Proposer. Failure of a Proposer to report to an interview on the date scheduled may result in rejection of the Proposer's proposal.

VI. Monthly Status Report

The Proposer(s) awarded a contract pursuant to this RFP will be required to provide a Project Status Report on a monthly basis. Said report shall include:

- A. Schedule of all projects currently underway. Schedule shall include:
 - 1. Date assigned
 - 2. Project name
 - 3. Proposer's project number
 - 4. Ardsley UFSD Purchase Order number
 - 5. Original contract amount
 - 6. Revised contract amount (if applicable)
 - 7. Amount invoiced to date
 - 8. Current available balance
- B. Brief summary of work accomplished per project during the previous month
- C. Brief summary of work expected to be accomplished per project during the current month.

The successful provider will be required to provide the report electronically, via e-mail, by the 5th of each month to the Assistant Superintendent for Business, Facilities and Operations.

Section B - Information Section

Description of Ardsley UFSD

Ardsley Union Free School District has three buildings located in Ardsley, New York. The Administration Building is attached to the high school via a breezeway.

Concord Road Elementary School
2 Concord Road
Ardsley, NY 10502

Ardsley Middle School
700 Ashford Avenue
Ardsley, NY 10502

Ardsley High School
300 Farm Road
Ardsley, NY 10502

Ardsley Union Free School District - Administration
500 Farm Road
Ardsley, NY 10502

The District intends to put out to vote on May 21, 2024 a bond referendum that may include:	
Building	Description of Work
Ardsley High School	New Main office w/Security Lobby
Ardsley High School	Conversion of old principal/asst. principal offices to classroom space
Ardsley High School	New 4-Classroom Addition
Ardsley High School	Renovation of existing science rooms
Ardsley High School	New synthetic turf, track and lights
Ardsley Middle School	New Security Lobby
Ardsley Middle School	New STEM addition
Concord Road Elementary School	New Security Lobby
Concord Road Elementary School	Library Renovation
Concord Road Elementary School	Creation of bus lot/parking, road, entryway drive
Concord Road Elementary School	New Bus/Maintenance Garage
Districtwide	Infrastructure improvements/upgrades including but not limited to waste lines, elevator replacement, boiler room pumps/valves, HVAC work

Anticipated Proposal Timeline

May 16, 2024	Advertisement and Release Date for RFP
May 24, 2024	Due Date for Confirmation of Participation
June 7, 2024	Due Date for Proposal
Week of June 10 th	Tentative Dates for Interviews
Week of June 17 th	Tentative Decision and Award
July 1, 2024	Contract Start Date

Terms And Conditions

ACCEPTANCE OF PROPOSALS

This RFP should not be construed as a contract to purchase goods or services. Ardsley UFSD is not bound to accept the lowest price or any proposal of those submitted.

TERM OF CONTRACT

Initial contract period will commence upon award by the Board of Education and remain active until the final close out phases of the construction are completed.

LIABILITY OF ERRORS

While Ardsley UFSD has used considerable efforts to ensure an accurate representation of information in this RFP, all prospective Proposers are urged to conduct their own investigations into the material facts and Ardsley UFSD shall not be held liable or accountable for any error or omission in any part of this RFP.

SUBCONTRACTING

Utilizing a subcontractor, who must be clearly identified, to remedy deficiencies in the prime Proposer's product or service is acceptable. This also includes a joint submission by two Proposers having no formal corporate links. However, in this case, one of these Proposers must be prepared to take overall responsibility for successful interconnection of the two-product/service lines and this must be defined in the proposal. Subcontracting to any firm or individual involved in the preparation of this RFP will not be permitted. Any subcontracting by the prime Proposer must be approved by Ardsley UFSD.

CONTRACT DIGRESSION – FAILURE TO PERFORM

Should the Provider fail to perform as required by the specifications, Ardsley UFSD may cancel the awarded contract. In such event, Ardsley UFSD will assume no responsibility for, nor will it reimburse the Provider for any expense or loss to the Provider because of such termination or cancellation. Ardsley UFSD will then purchase products/service on the open market and charge back the differences to the defaulting Provider.

INDEMNIFICATION

To the fullest extent permitted by law, the Proposer(s) awarded a contract pursuant to this RFP shall defend (with counsel selected by Ardsley UFSD and reasonably approved by the Proposer), indemnify and hold harmless Ardsley UFSD, its employees, agents, and representatives, from any and all liability, losses, costs, damages, and expenses (including, but not limited to, reasonable attorneys' fees and disbursements) from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of the duties of the Proposer(s) awarded a contract pursuant to this RFP under the awarded contract or the action of or the failure to act by said Proposer(s), its/their representatives, employees, or anyone for whose acts said Proposer(s) may be liable. In the event that any legal proceeding shall be instituted or that any claim or demand with respect to the foregoing be asserted by any person in respect of which indemnification may be sought from the Proposer(s) awarded a contract pursuant to this RFP under the provisions of this paragraph, Ardsley UFSD shall promptly notify said Proposer(s) of such suit, claim or demand, and give said Proposer(s) an opportunity to defend same and settle same without any cost to Ardsley UFSD, and shall extend reasonable cooperation to said Proposer(s) in connection with such defense, which shall be at the expense of said Proposer(s). In the event that the Proposer(s) awarded a contract pursuant to this RFP fails to defend the same within thirty (30) days of receipt of notice, Ardsley UFSD shall be entitled to assume the defense thereof, and said Proposer(s) shall be liable to repay Ardsley UFSD for all expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees, disbursements, expert witness fees and settlement payments). All of the provisions of this paragraph will survive expiration or sooner termination of the awarded contract(s).

TERMINATION OF CONTRACT

Any contract agreed to under this Request for Proposal is subject to termination by the Board of Education with thirty (30) days written notice.

RIGHT TO REJECT PROPOSALS

Ardasley UFSD reserves the right to reject any and all proposals, to waive what it deems to be an informality in the RFP process, to waive what it deems to be any and all technical defects, irregularities, omissions and/or informalities relating to a specific proposal submitted, to request additional information from Proposers including samples of proposed items, to re-advertise and invite new proposals, to cancel this RFP, and to negotiate the terms of the engagement as in Ardsley UFSD's judgment deems to be in the best interest of Ardsley UFSD.

Ardasley UFSD intends to select a Proposer that, in its opinion, best meets Ardsley UFSD's needs. Therefore, Ardsley UFSD reserves the right to request clarifications or corrections to proposals received, to negotiate with all qualified Proposers, and the services described herein may be awarded, at Ardsley UFSD's discretion, on the basis of factors other than cost, including, but not limited to, qualifications, recommendations, merit and experience. Ardsley UFSD may select the proposal with whatever modifications Ardsley UFSD and the Proposer may mutually agree upon, which, in Ardsley UFSD's sole discretion, it determines best meets Ardsley UFSD's requirements whether or not that proposal has the lowest costs. No Proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal.

AWARD OF CONTRACT

When award Occurs: Award of a contract occurs when a formal contract has been finalized or other evidence of acceptance by Ardsley UFSD is provided to the Proposer. A Recommendation of Award does not constitute award of contract.

Award: If a contract is awarded, it shall be awarded to the responsive and responsible Proposer whose proposal is determined by Ardsley UFSD to be most advantageous to Ardsley UFSD based on the evaluation criteria and any interviews conducted.

SHORTLIST

Following consideration of the evaluation criteria, a shortlist of Proposers may be developed. The shortlist of Proposers may be asked to prepare a presentation and/or provide additional information prior to the final selection.

COMPLIANCE WITH LAWS

The Proposer(s) awarded a contract pursuant to this RFP shall comply with all the provisions of laws in the State of New York and of the United States of America which affect municipalities and municipal contracts, and provide at his expense, any and all permits, licenses and registrations required for the fulfillment of the services that are the subject of this RFP, and more particularly the Labor Law, the Immigration and Naturalization Laws and Regulation, the General Municipal Law, the Workers' Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Laws, Rules and Regulation, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein.

CURRENCY AND TAXES

Prices are to be in U.S. dollars, duty and delivery FOB destination, freight prepaid and allowed. Ardsley UFSD is exempt from all sales and use taxes.

AMENDMENTS TO RFP

Any verbal information obtained from or statements made by any employee or representative of Ardsley UFSD at the time of examination of the documents or site shall not be construed as, in any way, amending this RFP. Only such corrections or addenda as are issued by the Assistant Superintendent for Business, Facilities and Operations in writing as an addendum to all Proposers shall become a part of this RFP and any contract awarded as a result of this RFP. Any addendum issued prior to the opening of submitted proposals shall be applicable to the proposals received and become a part of the contract awarded as a result of this RFP.

FUNDING

Ardsley UFSD expenditures are subject to appropriation of funds. Therefore, Ardsley UFSD reserves the right to discontinue the RFP process or terminate the contract awarded as a result of this RFP if funding is not available.

OWNERSHIP OF PROPOSALS/FREEDOM OF INFORMATION LAW

All materials submitted in response to this RFP shall become the property of Ardsley UFSD. The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that the information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law must clearly identify the pages of the proposals containing such information by typing in bold fact on the top of each page, "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW." The District assumes no liability for disclosure of information so identified, provided that the District has made a good faith legal determination that the information is not protected under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction. Identifying an entire proposal as proprietary is unacceptable and will result in no part of the proposal being treated as containing a trade secret or other proprietary information or data.

PROPOSERS' EXPENSES

Ardsley UFSD will not reimburse Proposers for any expenses incurred in the RFP process. Proposers are solely responsible for their own expenses in preparing a proposal, attending any interview, preparing a presentation to support their proposals, submitting additional information and subsequent negotiations with Ardsley UFSD, if any.

Insurance Requirements

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.

- I. The policy naming the district as an additional insured shall:
 - Be an insurance policy from an A.M. Best A- rated 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.
- II. The contractor agrees to indemnify the district for any applicable deductibles.
- III. 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 Ardsley 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.
- IV. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- V. 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.
- VI. 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.

Workers Compensation Insurance Coverage

If awarded a contract pursuant to this RFP, the Proposer shall procure, pay for, and maintain during the entire term of the awarded contract such insurance as will protect both Ardsley UFSD and the Proposer from claims under worker's compensation acts and amendments thereto and from any other claims for property damage and for personal injury including death, which may arise from operations under the awarded contract(s), whether such operations by the Proposer or by any other party directly or indirectly employed by the Proposer. Copy of Certificates to be provided to Ardsley UFSD.

The Proposer must prove that it is in compliance with Section 57 of the Workers Compensation Law (WCL) by providing ONE of the following forms indicating that they are:

- Insured (Form C-105.2 or U-26.3) – (All private insurance carriers and their licensed insurance agents are authorized to use the Form C-105.2 as their Certificate of NYS Worker's Compensation Insurance. The State Insurance Fund uses the U-26.3 form as its Certificate of Workers Compensation Insurance)
- Self-Insured (Form SI-12 – Certificate of Worker's Compensation Self-Insurance or Form GSI-105.2 Certificate of Participation in Worker's Compensation Group Self-Insurance)
- Exempt (Form CE-200 – Certificate of Attestation of Exemption From NYS Worker's Compensation Insurance (Effective 12/1/08))

The Proposer will send the appropriate form to the Assistant Superintendent for Business, Facilities and Operations upon notification of contract award. All correspondence shall contain the Solicitation Number and Title.

Please note that ACORD forms are NOT acceptable proof of New York State Workers Compensation or Disability benefits insurance coverage. NY State Department of Labor forms are available online at:

<https://www.wcb.ny.gov/content/main/forms/AllForms.jsp>

Summary Of Key Information

Closing date for the Request for Proposal is 10:00 AM, local time, on June 7, 2024

Send 1 clearly marked hardcopy of each proposal labeled "Original", 1 clearly marked hardcopy labeled "Copy" and a digital copy on a flash drive

Each page of the proposal must clearly state:

- Name of Proposer
- Construction Management Services RFP# 2023-02
- Page number

Proposers must complete/include the following forms:

- Part I - Management and Qualifications
- Part II - Additional Information
- Affidavit of Compliance
- Reference Form
- Agreement to Terms of Discussion
- Non-Collusive Certification
- Iran Divestment Act Certification
- Form of Disclosure
- Cost Proposal Form

Responses to this RFP, and inquiries concerning the RFP process and contractual conditions should be addressed as indicated below.

For further information contact:

Cheri Rosenblatt
Assistant Superintendent for Business, Facilities and Operations
500 Farm Road
Ardsley, NY 10502
Telephone: 914-295-5556

Reference RFP number indicated above. Information offered from sources other than the above is not official and may be inaccurate. Do not contact any other Departments or Agencies involved in this RFP.

Forms

In addition to the forms provided at the end of this proposal, furnish copies of the Certificates of Insurances in place. If certain insurances are not in place, provide assurance of ability to provide executed copies of the Certificates of Insurances. Also, provide a completed W-9 form.

Copies of Professional Licenses held by the Proposer as well as a complete business profile/resume must be submitted.

**Ardsley Union Free School District
500 Farm Road
Ardsley, NY 10502**

Confirmation Of Participation

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 #2023-02 (circle Yes/No below)
YES NO

The company/organization will **NOT** be submitting a proposal for RFP #2023-02 but would like to remain on the vendor list for these services for the future. (Circle Yes/No/N/A)
YES NO N/A

Please complete and return this form to Cheri Rosenblatt no later than **May 24, 2024**.

Via Fax: 914-295-5976

Via E-mail: crosenblatt@ardsleyschools.org

**Ardsley Union Free School District
500 Farm Road
Ardsley, NY 10502**

Affidavit Of Compliance

RFP # 2023-02

STATE OF

COUNTY OF

_____, being duly sworn, deposes and says:

- 1) That (s)he is an officer or representative of _____ and that (s)he has the authority to sign this affidavit.

- 2) This affidavit is offered as an inducement to the Ardsley Union Free School District to award to _____ a contract for construction management services as directed by the Board of Education, in accordance with New York State law and with Ardsley Union Free School District policy.

- 3) That no Officer, Employee or Stockholder of the above referenced firm is an Employee, in any position, Administrator or Board Member of the Ardsley Union Free School District.

- 4) That no Officer, Employee or Stockholder of the above referenced firm is related to an employee in any position, administrator or Board Member, of the Ardsley Union Free School District.

Authorized Signature: _____

Title: _____

Sworn to before me this _____

Day of _____, 20

Notary Public

Seal

Ardsley Union Free School District
500 Farm Road
Ardsley, NY 10502

Reference Form
RFP# 2023-02

All Proposers will be required to complete this form providing three (3) references of past performance. References should involve projects and/or service situations of similar size and scope to this request. References must have had dealings with the Proposer within the last sixty (60) months. Ardsley UFSD reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the Proposer before the actual award of the contract. Completion of this reference form is required. Please provide the full name and corporate address of your organization.

Corporation Name: _____

Corporate Address: _____

Contact Person: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Website: _____

REFERENCES: MUST BE PROVIDED FOR PROPOSAL TO BE CONSIDERED

(1) Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Email: _____

Dates of Contract(s): _____

(2) Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Email: _____

Dates of Contract(s): _____

(3) Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Email: _____

Dates of Contract(s): _____

**Ardsley Union Free School District
500 Farm Road
Ardsley, NY 10502**

**Agreement To Terms Of Discussion
RFP #2023-02**

The District's receipt or discussion of any information submitted in response to the District's RFP, including information submitted during discussions after said submittal (including ideas, models, drawings or other material communicated or exhibited by us or on the District's behalf) will not impose any obligations whatsoever on the District or entitle us to any compensation, except to the extent specifically provided in such written agreement, if any, as may be entered into between the District and the firm. Any such information given, either orally or in writing, is not given in confidence and may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this agreement, whether made as part of or in connection with any information received from us in any fashion, shall be null and void and of no effect. This letter is not intended, however, to grant to the District the right to use any matter which is the subject of valid letters patent.

The foregoing applies to any information whether or not given at the invitation of the District.

Officer of Company (Signature)

Date

Title

Telephone Number

Company

Facsimile Number

Address

**Ardsley Union Free School District
500 Farm Road
Ardsley, NY 10502**

**Non-Collusive Certification
RFP #2023-02**

Proposer Name _____

Business Address _____

Telephone Number _____ Date of Proposal _____

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

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

- (1) The prices in this proposal 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 Proposer or with any competitor;
- (2) Unless otherwise requested by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and –
- (3) No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.”

(B) A proposal 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 Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (A) (1) (2) and (3) above have not been complied with, the proposal 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 of official thereof to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Proposer has (a) published price lists, rates, or tariffs covering items being procured, (b) had 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 proposed, does not constitute, without more, a disclosure within the meaning subparagraph one (A).

If this proposal is submitted by a corporate proposer, this certification shall be deemed to have been authorized by the board of directors to the Proposer, and such authorization shall be deemed to include the signing and submission of this proposal and the inclusion therein of this certificate as to non-collusion as the act and deed of the corporation.

Authorized Signature

(Sign) _____

(Name & Title of Signer)

**Ardsley Union Free School District
500 Farm Road
Ardsley, NY 10502**

**Iran Divestment Act Certification
RFP #2023-02**

The Iran Divestment Act of 2012 (“Act”, Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL, §165- a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services (“OGS”) developed a list (“Prohibited Entities List”) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). In accordance with SFL §165-a(3), the Prohibited Entities List may be found of the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> .

Pursuant to General Municipal Law §103-g, by signing below, Proposer certifies as true under the penalties of perjury that: By submission of this proposal each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Proposer cannot make the certification, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. Ardsley Union Free School District (“Ardsley UFSD”) may award a contract to a Proposer who cannot make the required certification on a case-by-case basis if:

- 1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, 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) Ardsley UFSD makes a determination that the goods and services are necessary for Ardsley UFSD to perform its functions and that, absent such exemption, the political subdivision 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.

During the term of the awarded contract, should Ardsley UFSD receive information that a person is in violation of the above-referenced certifications, Ardsley UFSD 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 Ardsley UFSD 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.

Ardsley UFSD reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, 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.

DATE

SIGNATURE

BUSINESS NAME

PRINTED NAME

TITLE

**Ardsley Union Free School District
500 Farm Road
Ardsley, NY 10502**

**Form Of Disclosure
RFP #2023-02**

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

Name

Title

1. Does any Ardsley 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 Ardsley 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 Ardsley 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: _____

**Ardsley Union Free School District
500 Farm Road
Ardsley, NY 10502**

**Cost Proposal Form
RFP #2023-02**

We, (Proposer’s name) _____, on this the

_____ day of _____ 2024 hereby:

Propose and agree to furnish and deliver professional construction management services for the Ardsley Union Free School District, in accordance with this “Request for Proposals”, at the following rates: (Ardsley UFSD reserves the right to select whichever option is in the best interest of Ardsley UFSD)

CHOOSE FIXED AMOUNT and or COST - % OF FINAL PROJECT EXPENSE

ESTIMATED PROJECT COST	FIXED AMOUNT	COST - % OF FINAL PROJECT EXPENSE
Under \$100,000	\$	%
\$100,001-\$500,000	\$	%
\$500,001-\$1,000,000	\$	%
\$1,000,001-\$10,000,000	\$	%
\$10,000,001-\$50,000,000	\$	%
\$50,000,001-\$75,000,000	\$	%
\$75,000,001-up to \$100,000,000	\$	%
Over \$100,000,000	\$	%

ADDITIONAL RATES (if applicable)

EMPLOYMENT CATEGORY		HOURLY RATE
1	Construction Manager	\$ /hr
2	Other (Identify) -	\$ /hr
3	Other (Identify) -	\$ /hr
4	Other (Identify) -	\$ /hr
5	Other (Identify) -	\$ /hr