

**Edgemont Union Free School District**  
Scarsdale, New York

**REQUEST FOR PROPOSALS**  
**ARCHITECTURAL SERVICES**  
**(RFP-2025-BO-002-A&E)**

May 23, 2025  
(Publication Date)

**Deadline for Proposals:**  
**Wednesday, June 11, 2025, at 11:00 a.m.**  
**at the Office of the Director of Facilities**

**Return Proposals to:**

**Edgemont Union Free School District**  
**% Rosario Renda, Director of Facilities**  
**Facilities Department**  
**300 White Oak Lane**  
**Scarsdale, New York 10583**  
**Phone (914) 725-1500 ext. 4418**  
**[rrenda@edgemont.org](mailto:rrenda@edgemont.org)**

# Edgemont Union Free School District

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## Request for Proposal – Architectural Services

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# Edgemont Union Free School District

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## Request for Proposal – Architectural Services

### I. INTRODUCTION:

The Edgemont Union Free School District (The District) hereby requests proposals from qualified and experienced Architectural/Engineering Consultant firms (The Firm) to provide Architectural Consulting Services to the District on an “As Required” basis which include capital improvements, general architectural services and regulatory required Building Condition Surveys, Visual Inspections and Five Year Plan for the 2025-2026 school year, with an option to renew for 4 additional one-year terms, renewals will occur on a yearly basis.

There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

Firms must submit one original, marked “Original” plus ten (10) copies, marked “Copy” of the proposal. The deadline to submit the proposals is **11:00 a.m. on June 11, 2025**. Late submissions will not be accepted and will be returned unopened. Proposals must be fully sealed. No faxed or emailed copy of the proposal will be accepted. The entire proposal shall be placed in a sealed manila envelope marked with the words: “PROPOSAL FOR ARCHITECTURAL SERVICES EDGEMONT UNION FREE SCHOOL DISTRICT”.

All proposals must be sent to the following address:

Rosario Renda, Director of Facilities  
Edgemont Union Free School District  
Facilities Office  
300 White Oak Lane  
Scarsdale, New York 10573

It’s the Firm’s responsibility to ensure that its proposal is received by the Facilities Department before the deadline, whether sent by mail or by means of personal delivery. All proposals received after the deadline stated in the RFP will not be considered and will be returned unopened to the Firm. The Firm assumes the risk of any delay in the mail or in the handling of the mail by employees of the District.

### II. DESCRIPTION OF THE SCHOOL DISTRICT:

The School District is located in Scarsdale, Westchester County, New York. The School District educates students in grades kindergarten through twelfth grade

The School District’s schools and addresses are:

#### **School Location(s):**

1. Greenville Elementary School  
100 Glendale Road  
Scarsdale, NY 10583
2. Seely Place Elementary School  
51 Seely Place  
Scarsdale, NY 10583

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3. Edgemont Jr./Sr. High School  
200 White Oak Lane  
Scarsdale, NY 10583

## **III. FIRM'S QUALIFICATION:**

- A. Fully licensed and in good standing to do business in the State of New York.
- B. At least 5 years' experience in the provision of architectural/engineering services on projects involving school district renovations, alterations and/or additions.
- C. At least four (3) projects of similar size and scope.

## **IV. SCOPE OF SERVICES REQUIRED**

### **GENERAL ARCHITECTURAL SERVICE:**

The Firm will perform professional design and construction related services at the direction of the District. The selected firm will be required to provide architectural, structural, mechanical, electrical, plumbing, fire protection/life safety, roofing, structural engineering, athletic/performing arts, waterproofing and landscape services either through in-house staff and/or sub-consultants. These services shall be provided in accordance with the Manual of Planning Standards by the State Education Department, and the Functional Program and/or Scope of Work prepared by the District and all applicable codes local/state and federal.

The following are, but not limited to, the scopes of services that the Firm may be required to perform, depending on the individual District projects:

- Provide architectural, construction, structural, mechanical, electrical, plumbing, fire protection/life safety, roofing, structural engineering, athletic/performing arts, waterproofing and landscape design services in accordance with the Manual of Planning Standards by the State Education Department, and the Functional Program and/or Scope of Work prepared by the District and all applicable codes local/state and federal. Prepare and submit all necessary paperwork required for NYSED approval.
- Provide evaluations, analysis, recommendations, cost and time estimates, reports, feasibility studies, preparation of schematic or preliminary designs, field inspections and investigations, and code compliance investigation for architectural, structural engineering, mechanical engineering, or civil engineering projects.
- Prepare plans, specifications, and other documents required for submission to and approval by New York State Education Department and in accordance with applicable law, rules, regulations, codes and ordinances.
- Prepare bid packages for each contract, develop advertisement for bid, scopes of work, drawings, technical specifications, terms and conditions, bonding and insurance requirements and contracts.
- Develop scaled drawings and specifications for each project in conformity with all codes, laws, rules and regulations.

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- Attend pre-bid conferences, answer bidder questions, respond to request for information (RFI), prepare addenda, assist with public opening of bids, provide bid evaluation, verify correct licensure of contractors and sub-contractors, and provide contract recommendations and contract liaisons.
- Review all submittals and shop drawings for conformance with the contract documents; maintain records of accepted and rejected submittals.
- Develop project phasing plans, construction schedules (with progress updates) and look-ahead schedules which must be coordinated with school operations & events and updated regularly. Evaluate the construction activity, including site visits to monitor the work in progress, review all requisition and payment processes and keep accounts, handle inquiries, keep records, report on schedule progress and estimated completion cost, prepare punch-lists, administer completion and handover process, and review record drawings, warranties, guarantees, etc., for acceptability.
- Evaluate proposed change orders and their cost impacts during the construction phases of the project.
- Notify the District and responsible Contractor(s) in writing of any delays, defects, deficiencies or of any work which does not conform to the contract documents.
- Notify the District of any and all faulty construction methods, procedures, safety precautions or for the failure of the Contractor(s) to perform the work in accordance with the Contract Documents.
- Assist District in the avoidance and resolution of disputes and actively participate in any conflict resolution between the District and the Contractors and.
- Schedule and conduct final inspections alone and with the Project Team and others and prepare punch lists; and oversee correction of punch list items.
- Assemble information, including preparation of marked prints. Prepare and submit drawings to the District which shall show the completed project as built. Conduct a separate project meeting with all parties concerned with the expressed purpose of “Project Closeout”. Approve, assemble and submit to the District written guarantees, instruction and operating manuals and all other data required of the Contractor(s) by the Contract Documents.
- Make formal presentations to the Board of Education as requested by the District.
- Assist the District personnel in assuming operation of all systems, including scheduling of instructional sessions by the contractor as required in contract documents. Provide recordings of all training sessions with the contractor with the closeout documents.

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## BUILDING EVALUATION AND STUDY SERVICES

1. The Firm shall provide the following services to assist the School District in establishing the School District's program and the financial and time requirements and limitations:
  - a. Project Administration services consisting of the following administrative functions including, but not limited to: project related research; conferences; visit to sites; agency consultations; research of critical applicable regulations; preparation of written and graphic explanatory materials; verification of proposed locations of power requirements for each room; verification of the accuracy of drawings or other information supplied by the School District; detailed quantity surveys or inventories of material, equipment or labor; an analysis of ownership and operating costs.
  - b. Programming services required to establish the following detailed requirements for the project(s) including, but not limited to: design objectives, limitations and criteria; and flexibility and expandability.
  - c. Space Schematics/Flow Diagrams consisting of diagrammatic studies and pertinent descriptive text for: internal functions; human, vehicular and material flow patterns; general space allocations; special facilities and equipment; materials handling; flexibility and expandability.
  - d. Presentations consisting of Building Evaluation analyses and recommendations by the Proposer to the School District and such other entities as the School District may require.
  - e. The Firm shall review the state of facilities presently in use by the School District, including but not limited to site work, landscaping, playing fields/playgrounds, sidewalks and curbs, roadway/parking, fencing, draining, other site amenities, masonry products, metal fabrications, cabinetry, architectural woodwork, exterior elements of the building, including walls, doors, windows, fire escapes, building structural elements, roofing, insulation, insulated panels, roof draining, flashing and sheet metal, caulking and sealants, doors and frames, overhead doors, building interiors, finish hardware, door hardware, glazing, interior walls and finishes, flooring, acoustical treatment, marker boards and blackboards, toilet partitions and accessories, signage, lockers, folding partitions, food service equipment, science equipment, library casework, furniture, theater seating, conveying systems, fuel oil storage, pipe insulation, plumbing, fixtures, pneumatic controls, boilers and burners, domestic water, unit ventilators, air handling equipment, exhaust systems, electrical service, lighting fixtures, thermal comfort, humidity, ventilation and space adequacy, fire alarms and communications.
2. The Firm, in consultation with central administration, building level administrators and other persons or entities designated by the Board of Education, shall develop a written program for the capital improvement project(s) to ascertain the Board of Education's needs and to establish the requirements for the project(s). The successful Proposer shall also work cooperatively with the School District to complete the School District's Five Year Capital Plan.
3. The Proposer shall provide the School District with a written study of the School District's facilities for a five (5) year period commencing on the date of execution of this Agreement. Said study shall include:
  - a. Review of work necessary to correct conditions that pose a potential threat to the health and/or safety of the occupants of the respective buildings, threaten permanent damage,

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may produce the failure of a system, and interfere with the educational programs of the School District, or work that will save a significant amount of energy or allow for handicapped accessibility.

- b. Review of work necessary to comply with federal, state or local statutes, ordinances, codes or regulations.
  - c. Review of renovation work that should be performed to protect or preserve the buildings, but which renovations are not critical and/or do not pose a significant threat to the building in question, staff or students.
  - d. Review of work which may be performed to enhance and upgrade facilities and programs.
4. For each item of work included in the written evaluation, the Proposer shall prepare a cost estimate of the work to be performed outlining the amount of appropriation necessary for the capital improvement project(s), including all costs associated with the project(s).
  5. The written evaluation shall include a preliminary schedule of the critical items to accomplish the work of the project(s) including timetables.
  6. The Proposer shall review with the School District alternative approaches to design and construction of the project(s).
  7. Identify consultants that the Proposer intends to engage with for the delivery of its basic services.
  8. The Proposer shall be responsible for submission of all required reports to the New York State Education Department in connection with this project(s).

### **V. INSURANCE REQUIREMENTS**

- A. The Architect shall provide Worker's Compensation, New York State Disability Insurance, automobile, comprehensive general liability, employers liability, and professional liability (Errors and Omission) insurance in amounts set forth herein. All policies shall be in a form, with a deductible, and with a carrier reasonably acceptable to the Owner. If awarded, and promptly upon signing an agreement, and thereafter as necessary or requested, the Architect shall provide the Owner with proof of the required insurance coverages. Simultaneously with the execution of an agreement, Architect shall deliver insurance policies and certificates to Owner which will provide at least a 30-day notice of cancellation or amendment.
- B. The Architect shall maintain professional liability insurance in an amount no less than \$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the Owner, worker's compensation in amounts required by law, employers liability with limits of \$1,000,000 each accident; \$1,000,000 each employee; \$1,000,000 policy limit, New York State Disability Insurance, and general liability insurance in a single limit amount of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate with coverage for sexual misconduct,

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\$2,000,000 coverage for products and completed operations, \$1,000,000 for personal and advertising injury, \$10,000 for fire damage, \$10,000 for medical expense, automobile liability coverage of \$1,000,000 combined single limit for owned, hired, borrowed, and non-owned motor vehicles as applicable. The Architect shall also carry excess insurance on a "Follow-Form" basis, with limits of \$3,000,000 each occurrence and \$3,000,000 aggregate, providing excess coverage over General Liability, Automobile Liability, and Employers Liability. If written on a "Claims-Made" basis, the retroactive date must pre-date the inception of the Agreement. Coverage shall remain in effect for a period consistent with the applicable statute of limitations in New York State following any work performed. If the Architect carries higher than the minimum limits required, Edgemont Union Free School District is Additional Insured for the full limits carried.

- C. If the Architect performs services involving any Environmental exposure, they shall maintain a standalone Environmental Liability policy.
- D. If the Architect uses drones or unmanned aircraft in the performance of services, their General Liability coverage must not contain an Unmanned Aircraft Exclusion.
- E. Notwithstanding any terms, conditions or provisions, in any other writing between the Owner and Architect, the Architect hereby agrees to effectuate the naming of the Owner as an additional insured on its insurance policies, except for workers' compensation and N.Y. State Disability insurance. The policy naming the Owner as an additional insured shall:
  - a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred.
  - b. State that the organization's coverage shall be primary and non-contributory coverage for the Owner, its Board, employees, and volunteers with a waiver of subrogation in favor of the District for all coverages including Workers' Compensation.
  - c. Additional insured status for General Liability Insurance coverage shall be provided by standard or other endorsements that extend coverage to the District (GC 20 26) or equivalent. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.

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- d. The Certificate of Insurance must describe the services provided by the professional consultant that are covered by the liability policies.
- e. At the Owner's request, the professional consultant shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the professional consultant will provide a copy of the policy endorsements and forms.
- F. The Architect shall require any other consultants or subcontractors performing services on behalf of the Architect for Edgemont Union Free School District to carry insurance coverages with limits equivalent to those required of the Architect.
- G. The Architect must agree to indemnify the District for applicable deductibles and self-insured retentions. Edgemont Union Free School District shall not be responsible for any deductibles or self-insured retentions.
- H. The Architect must acknowledge that failure to obtain such insurance on behalf of the Owner would constitute a material breach of any established contract and subjects it to liability for damages, indemnification, and all legal remedies available to the Owner. The Architect is to provide the Owner with a Certificate of Insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the Owner to object to the contents of the Certificate of Insurance or absence of same shall not be deemed a waiver of any rights held by the Owner.
- I. To the fullest extent permitted by law, the Architect must indemnify and hold harmless the Owner, its consultants, and agents and employees of any of them from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees to the extent arising out of or resulting from any negligent act or omission of Architect, or any subcontractor of Architect, excluding any claims, damages, losses, and expenses arising from and limited to the extent of the Owner's own negligence.

## VI. PROPOSAL REQUIREMENTS:

No particular form of Proposal is required, and each Proposer may choose its own format therefore, so long as the information called for in this section is provided in clear and unambiguous terms. Proposers should organize their Proposals to most effectively inform the District of the nature and quality of their services, relevant experience, and their proposed staffing for engagement. An original and ten (10) copies are to be supplied.

Each proposal shall set forth the following information:

- A. General Information:

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The Proposer's full name, business address, business telephone, business email, and form of organization (e.g., individual, partnership, corporation, limited liability entity, etc.)

B. Narrative:

The Proposal shall include, in narrative form, a description of its qualifications, experiences, and resources to perform the function described in Section V of this Request for Proposals, as well as any additional information the Proposer feels will shed light on its qualifications.

C. Staffing:

The Proposal shall include a description of the firm and the organizational chart of the firm. Also include a chart depicting the management structure of the team assigned to the District along with individual resumes of each member of the team.

D. Certification of Insurance:

The Proposal shall include a written assurance that the Proposer has in place insurance meeting the minimum requirements set forth in Section VIII of this Request for Proposals.

E. Representative Projects and Clients:

The Proposal shall identify all school district clients for which the Proposer has rendered professional architectural or engineering services during the past five years, with a brief description of the nature, scope and project cost of each project. In addition, the Proposal shall identify no fewer than five significant projects that the Proposer believes are representative of the nature and quality of its work, with more detailed descriptions of the work performed. For each client and project so identified, the Proposal shall set forth contact information (name, title, address, email, and telephone number) of a client representative familiar with the Proposer's work.

Proposal must indicate prior engagements for Building Condition Surveys and five (5) year plans.

F. Other References:

At its option, the Proposer may furnish the names and contact information for additional client references.

G. Sub-contracts:

If any of the services described in Section IV of this Request for Proposals will be sub-contracted, the Proposal shall so state and shall identify the persons or entities with which the Proposer currently contracts for such services.

H. Client Disputes:

The Proposal shall identify (by names of the parties and the nature of the disputes) any disputes with clients over fees or the quality of work which have been the subject of litigation, arbitration, contract mediation, or insurance claims in the past five years. If there have been no such disputes, the Proposal shall specifically so state. The District reserves the right to request additional information about any dispute identified in the Proposal.

I. Audited Financial Statements:

Audited statements as of December 31, 2024, 2023 & 2022 are to be included in the Proposal.

J. Cost and Fees:

The Proposal shall identify all costs and fees proposed to be charged for the services described in Section IV of this Request for Proposals; as follows:

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- a. A listing of hourly rates for all Proposer personnel (whether to be charged as “additional services” or otherwise), including architects, engineers, cost estimators, draftspersons, clerks, etc.
  - b. Cost for (i) the building study and evaluation work and (ii) various capital improvements for the 2025-2026 school year and any renewal thereof. Include fees to be charged on a per-project basis other than at hourly rates, such as not-to-exceed fees or fees calculated as a percentage of construction cost. For fees charged as a percentage of construction cost, identify all cost elements (both “hard” and “soft”) which the Proposer proposes to include in the computation of construction cost.
  - c. An explanation of all reimbursable expenses to be charges to the District for any services. Please note that the District does not reimburse travel, lodging, or meal expenses incurred to come to District premises.
- K. Non-Collusive Certificate:  
A completed Non-Collusive Certification (See **Appendix A**).
- L. Non-Collusive Resolution:  
A completed Non-Collusive Resolution (Required for Corporations) (See **Appendix B**).
- M. Warranties:  
A completed Proposer Warranties (See **Appendix C**).
- N. Iran Divestment Act Compliance:  
A completed and Notarized Iran Divestment Act Certification (See **Appendix D**).
- O. Hold Harmless Agreement:  
A completed Hold Harmless Agreement (See **Appendix E**).
- P. Cost Proposal:  
A completed Cost Proposal (See **Appendices F1 & F2**).
- Q. A completed W-9 form.
- R. Such other information as, without creating an unduly length Proposal, the Proposer feels would be of assistance in evaluating its credentials.
- S. Signature: The Proposal shall be signed by a person who has authority to bind the Proposer to the terms of its Proposal and of this Request for Proposals and shall set forth the printed name and title of such signatory.

## VII. EVALUATION PROCEDURES:

These proposals are being solicited through a fair and open process. Firms that are willing to provide the services described as requested above shall be evaluated on the basis of experience and qualifications as set forth in the criteria described below.

For the selection of the finalist, the written proposals will be scored using the following scoring system:

1. 25%          General experience in the field.
2. 25%          References.
3. 20%          Qualifications and experience which most closely match the needs of the District.
4. 10%          Met all proposal requirements.

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5. 20% The competitiveness of the applicant's fee structure.

Those criteria and the other requirements herein are intended to be non-restrictive for the purpose of obtaining participation of qualified professionals and uniformity in the manner of submission of proposals. The District's determination of the applicant who is most advantageous to the goals and objectives of the District shall be final and conclusive. The appointment shall be determined by majority vote on a resolution to be read at an open public meeting.

The District reserves the right to: (i) not select any of the applicants; (ii) require applicants to submit to a personal interview and/or submit additional or clarifying information; (iii) to reject any or all proposals; (iv) to waive any informalities in the proposals; and (v) procure the services from other sources if deemed most advantageous to the objectives of the District.

During the evaluation process, the Board of Education or its designee may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Board of Education or its designee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Firm of the conditions contained in this request for proposals, unless any and all such exceptions are clearly and specifically noted in the proposal submitted.

The District reserves the right without prejudice to reject any or all proposals.

### **VIII. TERMS OF ENGAGEMENT:**

The successful Proposer will be appointed by the District's Board of Education for the 2025-2026 school year. The District shall have the right, in its sole discretion, to reappoint the successful Proposer for up to four additional one-year periods.

The District does not intend to use an AIA Standard Form Contract in connection with the services to be provided herein. The District reserves the right to amend the terms of this RFP, as is in its best interest. The District reserves the right to renew any resultant contract on an annual basis at the same rates for up to four (4) years.

The District shall have the right, in its sole discretion, to terminate the appointment of the architectural firm at any time and for any reason and shall be liable only for payment for the firm's service through the effective date of termination.

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## APPENDIX A

### NON-COLLUSIVE BIDDING/PROPOSAL CERTIFICATION

(As required by Section 103d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate, this corporation bidder shall be liable under the penalties of perjury).

As of September 1, 1966, this Section will read as follows-

**103-d** 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 an other bidder or with any competitor,
  2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- b. 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.

Signed \_\_\_\_\_ Title \_\_\_\_\_

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## APPENDIX B RESOLUTION - FOR CORPORATE BIDDERS ONLY

RESOLVED THAT \_\_\_\_\_ be authorized to sign and submit the bid or proposal of this corporation for the following project:

---

**Describe the project**

And to include in such bid or proposal the certificate as to non-collusion required by SECTION ONE HUNDRED THREE – D of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by;

---

Corporation at a meeting of its Board of Directors held on the \_\_\_\_\_ day of \_\_\_\_\_ and is still in full force and effect this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
(SEAL OF CORPORATION)

\_\_\_\_\_  
(SECRETARY)

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## APPENDIX C 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 Edgemont Union Free School District.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.
- E. Proposer warrants that it has read the Request for Proposal (RFP) for Architect Services and fully understands its intent and certifies that it has adequate personnel, equipment, and facilities to fulfill the requirements thereto. It understands that their ability to meet the criteria and provide the required services shall be reviewed by the District, which will develop a recommendation for the Board of Education's consideration regarding the selection of the most advantageous Architect Services proposal.
- F. Proposer certifies that all statements in this Affidavit and in any explanatory enclosures are, to the best of its knowledge and belief, true and correct, and that any omission and/or misstatement of any material fact(s) may cause the District to: (A) reject the submission of this proposal, (B) revoke any award of contract from the Board of Education; and/or terminate the contract and any fees pending.
- G. It is understood that all information included in, attached to, or required by this RFP shall become public record upon delivery to the District. The undersigned certifies that the completion of the Proposal is a binding commitment to provide the Architect Services requested as proposed herein.

---

**Firm's Name**

---

**Address**

---

**City, State, Zip**

---

**(Print Name)**

---

**(Signature)**

---

**(Phone)**

---

**(Fax)**

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## APPENDIX D

### CERTIFICATION - IRAN DIVESTMENT ACT OF 2012

**(THIS FORM MUST BE SIGNED AND NOTARIZED\*\*SUBMIT WITH PROPOSAL)**

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.

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 a 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.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Affirmed to me this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Notary Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Edgemont Union Free School District

Scarsdale, New York

## APPENDIX E

### **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (THIS FORM MUST BE SIGNED AND NOTARIZED\*\*SUBMIT WITH PROPOSAL)**

Architect agrees to indemnify and hold the Edgemont Union Free School District entirely harmless from all liability arising out of:

1. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Architect's employees or Architect's subcontractor's employees arising out of Architect's work under this Agreement; and
2. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Architect, the Architect shall indemnify and hold the Edgemont Union Free School District harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, other than as the result of the negligent professional act or omission in the performance of professional services pursuant to this Agreement, sustained by the Architect or the District, or any person, firm or corporation employed by the Architect or the District upon or in connection with the Project, except for liability resulting from the sole or active negligence, or willful misconduct of the District, its officers, employees, agents or independent Architects who are directly employed by the District or of other third parties not under the control or the supervision of the Architect. The Architect, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and
3. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Architect, the Architect shall indemnify and hold the District harmless from any loss, injury, death to persons or damage to property caused by any negligent act, neglect, default or negligent omission of the Architect, or any person, firm or corporation employed by the Architect, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Project, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by the negligence, or willful misconduct of the District or of other third parties not under the control or the supervision of the Architect. The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the District, but rather to reimburse the District for attorney's fees and costs incurred by the District in defending such actions or proceedings brought against the District.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Affirmed to me this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Notary Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX F1

### **ARCHITECTURAL SERVICES & CAPITAL IMPROVEMENTS**

# Edgemont Union Free School District

## Scarsdale, New York

Schedule of professional fees and expenses (fill-in chart below):

Building Condition Survey and Five Year Plan			\$ _____	
\$0	to	\$100,000		% of Cost
\$100,001	to	\$250,000		% of Cost
\$250,001	to	\$500,000		% of Cost
\$500,001	to	\$1,000,000		% of Cost
\$1,000,001	to	\$3,000,000		% of Cost
\$3,000,001	to	\$5,000,000		% of Cost
\$5,000,001	to	\$7,500,000		% of Cost
\$7,500,001	to	\$10,000,000		% of Cost
\$10,000,001	to	\$20,000,000		% of Cost
\$20,000,001	to	\$30,000,000		% of Cost
\$30,000,001	to	\$40,000,000		% of Cost
\$40,000,001	to	\$55,000,000		% of Cost
\$55,000,001	to	\$75,000,000		% of Cost

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**Firm's Name**

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**Address**

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**City, State, Zip**

---

**(Print Name)** **(Signature)**

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**(Phone)** **(Fax)**

# Edgemont Union Free School District

Scarsdale, New York

## APPENDIX F2

Schedule of professional fees and expenses (fill-in chart below):

1	Principals	\$	per hour
2	Partners	\$	per hour
3	Senior Associates	\$	per hour
4	Associates	\$	per hour
5	Project Architects	\$	per hour
6	Project Managers	\$	per hour
7	Contract Administrators	\$	per hour
8	Visual Inspection	\$	Flat Rate
9	Building Condition Survey/Five Year Capital Plan (which requires all submissions to NYSED)	\$	Flat Rate

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**Firm's Name**

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**Address**

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**City, State, Zip**

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**(Print Name)**

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**(Signature)**

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**(Phone)**

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**(Fax)**