

REQUEST FOR PROPOSALS

CONSTRUCTION MANAGEMENT SERVICES - 2025-2026

Due: July 21, 2025 at 11:00 AM

Return Proposal to:

Saugerties Central School District
c/o Michael Staiger, School Business Manager
310 Washington Avenue Extension
Saugerties, NY 12477

REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGEMENT SERVICES

GENERAL INFORMATION/CONDITIONS:

The Saugerties Central School District (The District) is hereby soliciting proposals from qualified and experienced Construction Management firms (The Firm) to provide Construction Management Services for the potential upcoming capital project. The District's Board of Education recognizes that there is a need for renovations to our existing buildings and facilities and will be putting a capital project proposition before the voters in the near future. The Firm will work with and guide the District during the Pre-Referendum and Post-Referendum process. Pre-referendum and Post-referendum design / construction administration will be required. The scope of work and conceptual program will be developed in collaboration with the District and the Architectural Firm.

Firms submitting proposals shall meet the following minimum qualifications that will be considered by the District as a basis for selection of a Construction Management firm:

- Minimum of 10 years experience providing professional construction management services to NYS school districts, in accordance with Section 155.2(b) of the Regulations of the Commissioner of Education.
- New York State professional registration and licensing in all applicable disciplines.
- Thorough knowledge of procedures, requirements and practices of the New York State Education Department.
- Thorough knowledge of the new Building Code of New York State, including the adoption of the International Building Code and New York State enhancements.

- Thorough knowledge of and familiarity with the federal requirements of the Americans with Disabilities Act.
- An ability to maintain sufficient levels of staff to complete the Project in an acceptable time frame and/or have solid relationships with consultant firms.

Information for the Request for Proposal may be obtained at the Business Office of the Saugerties Central School District any day between the hours of 8:00 a.m. and 4:00 p.m. except Saturdays, Sundays and Holidays.

For a firm to be considered for engagement, an original plus three (3) copies of their proposal and a PDF of their proposal on a thumb drive, with file size no greater than 10 MB, must be submitted by one of the following methods:

By Mail sent to:

**Saugerties Central School District
c/o Michael Staiger, School Business Manager
310 Washington Avenue Ext
Saugerties, New York 12477**

Or

**By delivery in person to:
Saugerties Central School District
c/o Michael Staiger, School Business Manager
310 Washington Avenue Ext
Saugerties, New York 12477**

Or

**By delivery via UPS, FedEx or other reputable delivery service:
Saugerties Central School District
c/o Michael Staiger, School Business Manager
310 Washington Avenue Ext
Saugerties, New York 12477**

Envelopes containing proposals must be opaque, sealed, and labeled as follows:

“RFP FOR CONSTRUCTION MANAGEMENT SERVICES-2025”

The deadline for receipt of proposals is **July 21, 2025 at 11:00 AM**

Proposers are solely responsible for ensuring that their proposals are delivered and received at the appropriate location at or prior to the date and time indicated in the specifications. **No proposals will be accepted after the designated date and time indicated in the proposal specifications.** Any proposals received after this deadline will be returned unopened to the Firm. Delay in mail or UPS/FedEx/other reputable delivery service delivery is not an exception to the receipt of a proposal.

The Board of Education reserves the right to reject any and all proposals submitted or to accept any proposal which, in the opinion of the Board, will be in the best interest of the School District. The Board, in its discretion, may waive any immaterial irregularity in the RFP process or response.

POINT OF CONTACT:

District RFP documents will be distributed by the School Business Manager. The School Business Manager, or designee, shall be the only one authorized to make changes or alterations to anything contained in this RFP. Copies of RFP documents obtained from any other source are not considered official copies. Only those prospective proposers who obtain RFP documents from the School Business Manager will be sent addendum information, if such information is issued.

Limited requests for clarification or additional information regarding this Request for Proposals must be submitted in writing to the School Business Manager at least 72 hours prior to the proposal opening. **Verbal questions will not be entertained.** Questions may be submitted **via email** and must be submitted at least 72 hours prior to the proposal opening. Failure to do so may result in rejection of the proposal as being unresponsive. Any substantive requests for information that are received and responded to by the District will be provided to prospective proposers in the form of an addendum.

All questions concerning this proposal and requests for a site visit shall be sent to:

Michael Staiger, School Business Manager
mstaiger@saugerties.k12.ny.us

With the subject: RFP FOR CONSTRUCTION MANAGEMENT SERVICES-2025-2026

PROPOSAL COSTS:

All costs associated with preparing a response to this RFP are the responsibility of the Proposer. The District shall not be responsible for any such costs.

MODIFICATION OR WITHDRAWAL OF PROPOSALS:

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

RIGHT TO REJECT PROPOSALS:

This RFP does not commit the 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 District intends to award a contract on the basis of the best interest and advantage to the District, and reserves the right to accept or reject any or all proposals received as a result of this request,

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 District. The District may select as the successful proposal that proposal which, in the District's sole discretion and with whatever modifications the District and the Proposer may mutually agree upon, best meets the District's requirements whether or not that proposal is the lowest priced proposal. No Proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the District, in its sole discretion, may enter into a contract with the Proposer that it selects as the successful **Construction Manager**.

CONTRACT AGREEMENT:

The selected proposer will be required to agree to and sign a formal written contract between the District and the Proposer.

Provisions of this RFP and the contents of the successful response will be used to establish final contractual obligations. It is understood that this RFP and the Respondent's proposal in response to the RFP shall be attached and included by reference in the contract signed by the District and the successful Proposer.

The District retains the option of canceling the award if the successful Proposer fails to timely accept such award.

RIGHT TO NEGOTIATE WITH PROPOSERS:

The Board reserves the right to negotiate with all Proposers and to enter into a contract for services with the Proposer on terms and conditions that are in the District's best interests.

NEGOTIATED CHANGES:

In the event negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.

DURATION OF PROPOSALS:

Proposals will remain in effect for a period of ninety (90) days from the deadline for submission of the proposal.

STANDARD CONTRACT CLAUSES:

The successful Proposer will be required to enter into a written agreement for services that incorporates the terms and conditions of this RFP, including the following minimum terms and conditions. The submission of a response to this RFP indicates the Proposer agrees to the following terms and conditions for professional services. The District reserves the right to include additional provisions in the final agreement with the successful Proposer and to make changes to the following clauses and/or any proposed Contract.

A. Compliance with Law and Standard Practices:

The Proposer shall perform its obligations hereunder in compliance with any and all applicable federal, state and local laws, rules, and regulations, including applicable licensing requirements.

B. Statutory Compliance:

The Proposer covenants and agrees to comply in all respects with all applicable federal, state and local laws, rules and regulations regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.

C. Assignment or Subletting of Contract:

The Proposer may not assign, transfer, convey, subcontract or otherwise dispose of this Agreement or its responsibility to perform under this Agreement or its right, title or interest in and/or to the same, nor any monies which are or will become due on and payable to it thereunder, nor the power to execute such Agreement to any other person or corporation without the prior express written consent of the District, which may be withheld.

D. Indemnification:

To the fullest extent permitted by law, **Construction Manager** agrees to indemnify, defend and hold harmless Owner, its officers, employees and agents ("Owner"), **and Architect**, from and against any and all suits, actions, liabilities, damages, professional fees, including attorneys' fees, costs, court costs, expenses, disbursements or claims of any kind or nature for injury to or death of any person or damage to any property

(including loss of use thereof) arising out of or in connection with the performance of the Work of the **Construction Manager**, its agents, servants, subcontractors or employees, or the use by **Construction Manager**, its agents, servants, subcontractors or employees, of any premises or facilities, or part thereof, of the Owner. This agreement to indemnify applies in the event of liability imposed against the Owner without any negligence or fault on the part of the Owner and solely by reason of statute, operation of law or otherwise. In the event any negligence or fault is assigned or apportioned to the Owner, this agreement specifically includes partial indemnity of Owner, but limited to any liability imposed over and above that percentage attributed to the Owner.

E. Contract Modifications:

This Agreement represents the entire and integrated agreement between the District and the Proposer and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by a written instrument signed by both the District and the Proposer. All verbal clarifications, changes, or modifications of the scope or

details in the work are to be followed up with written verification and agreement by both parties. The District reserves the right of final interpretation of any clarifications or modifications relative to the Agreement.

F. Severability:

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every term and provision of this Agreement not held to be invalid or unenforceable shall be valid and enforced to the fullest extent permitted by law.

G. Conflict of Interest:

The Proposer hereby covenants and agrees that no member of the Board of Education or other District officer or employee prohibited by law to be interested in this Agreement will directly or indirectly benefit therefrom.

H. Independent Contractor:

The Construction Manager shall be an independent Construction Manager and shall have no other relationship to the District. Neither party shall have or hold itself out as having the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other party.

I. Governing Law:

This Agreement shall be construed and interpreted at all times in accordance with and governed by the laws of the State of New York without reference to conflict of laws rules. Any claims or causes of action arising out of or in connection with this Agreement shall be commenced in Ulster County Supreme Court of the State of New York, and both parties agree to the jurisdiction of this court.

J. Compliance with District Regulations:

The Construction Manager shall cause all persons performing work pursuant to this Agreement to comply with all District policies, rules and instructions by District staff pertaining to conduct and building regulations issued by the District. All such persons shall wear readily visible identification that is satisfactory to the District. The District may promulgate and modify from time to time rules and regulations relating to conduct as the District, in its sole discretion may determine, and the Proposer shall cause all persons performing work for the District to comply with them.

K. Confidential Information:

The Construction Manager shall itself, and shall also cause all such persons providing services under this Agreement to preserve and protect all confidential information of the District to which they may have access during the performance of work under this Agreement.

INSURANCE:

No Proposer shall commence work under this contract until it has obtained all the insurance required hereinafter and such insurance has been approved by the District, nor shall the **Construction Manager** allow any subcontractor to commence any work on the subcontract until all similar insurance required by the subcontractor has been obtained and approved. Approval of the insurance by the District shall not relieve or decrease the liability of the **Construction Manager**.

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the **Construction Manager** hereby agrees to effectuate the naming of the District as an Additional Insured on the **Construction Manager's** insurance policies, except for workers' compensation and N.Y. State Disability insurance.
2. The policy naming the District as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed and admitted to conduct business in New York State. A New York licensed and admitted insurer is required.
 - b. State that the organization's coverage shall be primary and noncontributory coverage for the District, its Board, employees and volunteers including a waiver of subrogation in favor of the District for all coverages including Workers Compensation.
 - c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the District for on-going operations (CG 20 38 or equivalent) and products and completed operations (CG 20 37 or equivalent). The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability and Umbrella/Excess coverages.
3. a. The certificate of insurance must describe all services provided by the **Construction Manager** that are covered by the liability policies.
 - b. At the District's request, the **Construction Manager** shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the **Construction Manager** will provide a copy of the policy endorsements and forms.
 - c. There will be no coverage restrictions and/or exclusions involving New York State Labor Law statutes or gravity related injuries.
 - d. No policies containing escape clauses or exclusions contrary to the Owner's interests will be accepted.
 - e. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance. For any "Yes" answers on Items G through L on this Form— additional details must be provided in writing. Policy exclusions may not be accepted.

4. The **Construction Manager** agrees to indemnify the District for applicable deductibles and self-insured retentions

5. Minimum Required Insurance:

a. **Commercial General Liability Insurance**

\$1,000,000 per Occurrence/\$2,000,000 Aggregate

\$2,000,000 Products and Completed Operations

\$1,000,000 Personal and Advertising Injury

\$100,000 Fire Damage

\$10,000 Medical Expense

The general aggregate shall apply on a per-project basis.

b. **Owners Construction Manager's Protective (OCP) Insurance**

For projects less than or equal to \$1,000,000 and/or work on 1 story (10 feet) only; \$1,000,000 per occurrence, \$2,000,000 aggregate with the District as the Named Insured.

For projects greater than \$1,000,000 and/or work over 1 story (10 feet);
\$2,000,000 per occurrence, \$4,000,000 aggregate with the District as the Named Insured.

The OCP Policy must be with a NYS licensed and admitted carrier.

The District will be the Named Insured on OCP Policies. There will be no Additional Insureds on any OCP Policies.

c. **Automobile Liability**

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

d. **Workers' Compensation and NYS Disability Insurance**

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers'

Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

e. **Umbrella/Excess Insurance**

\$5,000,000 each Occurrence and Aggregate for general construction and no work at elevation (1 story or 10 feet) and project values less than or equal to \$1,000,000.

\$10,000,000 each Occurrence and Aggregate for high-risk construction, work at elevation (>1 story or 10 feet) and project values greater than \$1,000,000.

Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the General Liability and Auto Liability coverages.

- f. Professional Errors and Omissions Liability Insurance if applicable** With limits of at least \$2,000,000 per occurrence and \$2,000,000 aggregate for the professional acts of the Construction Manager performed under this Agreement with the Owner. This coverage shall remain in effect for two years following the completion of the Construction Manager's services. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. If the Construction Manager is providing environmental services, the errors & omissions policy must be endorsed to include coverage for these services.

6. **Construction Manager** acknowledges that failure to obtain and maintain 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 **Construction Manager** must provide the District with a certificate of insurance, evidencing the above requirements have been met prior to the commencement of work. The failure of the District to object to the contents of the certificate or the absence of the same shall not be deemed a waiver of any rights held by the District.

7. Subcontractors **of the Construction Manager** are subject to the same terms and conditions as stated above and must submit the same to the District for approval prior to the start of any work.

8. In the event the **Construction Manager** fails to obtain the required certificates of insurance from **their** Subcontractor and a claim is made or suffered, the **Construction Manager** shall indemnify, defend, and hold harmless the District, its Board, employees and volunteers from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract.

SCOPE OF SERVICES

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, as follows:

Pre-Referendum:

- Work with the Architect and Owner to finalize the scope and schedule for the project.
- Develop Construction Budgets for the project.
- Assist with developing publications and literature to distribute to the community during the Pre-Referendum phase.
- Attend team meetings with the Architect and Owner.
- Participate in Public Meetings and presentations.

Pre-construction:

- Work with the Architect and Owner to prepare project general conditions, staging, and phasing/logistics plans to be included in contract documents.
- Provide independent, in-house detailed project cost estimates at the completion of the following phases;
 - Schematic Design Development
 - Construction Documents/Pre-bid
- Develop construction phasing schedule to be included in contract documents.
- Review construction documents and offer detailed independent technical review feedback / recommendations prior to establishing bid date.
- Review construction documents and offer recommendations (possible value engineering depending on the District budget) prior to establishing bid date.
- Sub-divide the scope of work by prime contract category to be included in the contract documents, and in compliance with municipal bidding laws, including Wick's Law.
- Work with the Architect and Owner to determine the appropriate bid alternates, allowances, and contingencies for the project.

Bidding Phase:

- Work with the Architect and Owner to determine the best bidding strategy for the project.
- Recommend bidding schedule based on market conditions.
- Organize and attend pre-bid walkthroughs.
- Organize and attend bid opening(s).
- Thoroughly evaluate bids (including analysis of qualification of lowest bidders). Meet with bidders to review bids. Make recommendation of Contract Awards to the Board of Education.
- Collect all bonds and insurance certificated from contractors and forward copies to the Owner and Architect.

Construction Phase and Closeout:

- Provide start-up assistance.
- Assist the Owner in procuring the necessary construction testing services for the project.
- Notify the Architect of any deviation from contract documents.
- Coordinate all utility interruptions with District administration.
- 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 liaison between contractors, and 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.
- Greet, escort, and log all authorized visitors to the site. Prevent unauthorized visitors from entering the site.
- Review contractor safety procedures on an on-going basis.
- Solicit, review, and approve construction schedules.
- Review and validate any T & M (time and material) work.
- Collect, review, approve and distribute all contractor payment applications for progress verification.
- Review contractors, change requests and proposals, negotiate as needed, and make recommendations to the Board of Education and Architect.
- Prepare and issue Change Orders, Construction Directives
- Hold regular and documented safety meetings, the need to investigate any incidents involving a worker injury or property damage,
- Provide methods of keeping workers and students separated both in the building and in parking areas.
- Allowance Access Authorizations for CM, Owner, and Architect signature.
- Monitor construction schedules and initiate corrective action plans with contractors to remain on schedule.
- Prepare and maintain a master project schedule.
- Log and monitor all requests for information (RFI's).
- Maintain a daily log of activities on the jobsite.
- Log and maintain all project samples on site.
- Coordinate and monitor all required site and material testing during construction.
- Notify the Architect in advance of required construction and testing observations to be witnessed by an architect or engineer.
- Coordinate and chair required contractor site meetings and distribute meeting notes.
- Report weekly both orally and in writing, to the District on process, budgets and schedule.
- Prepare and present progress reports to the District's Board of Education in a format agreed to by both parties.
- Maintain documentation and photographs of project progress.
- 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 the owner at project completion.
- Coordinate building occupancies and construction phasing to comply with the needs of the Board of Education.
- Coordinate punch list inspections and resolution of punch list items.
- Collect, review, approve, and distribute all closeout documentation for the project.
- Prepare and issue Certificates of Substantial Completion for the project.

- Prepare and issue Certificates of Final Completion for the project.
- Assist in the close-out of the project.
- Perform inspections of walls, chases, voids, and other spaces that will be concealed prior to their permanent enclosure.
- The project will be using Submittal Exchange® web-based construction phase system for managing submittals and other project paperwork. Construction Manager will upload project documents - including submittals, proposal requests, architect's supplemental instructions, payment applications, etc., to Submittal Exchange as required for the project. Upload all project information to Submittal Exchange.®

Architect's Scope of Services

The District has retained an Architect to provide the following services:

- In conjunction with the Owner and Construction Manager, assist with pre-referendum tasks, including development of the proposed scope of work and project budget, and prepare and present information at project meetings.
- Assist the Owner in preparing construction contracts.
- Conduct periodic site visits.
- Set up and maintain Submittal Exchange® web-based construction phase document management system.
- Review and approve shop drawings and submittals.
- Maintain a log of all supplemental instructions, proposal requests, and contractor proposals.
- Prepare and issue Change Orders, Construction Directives and Allowance Access Authorizations for Construction Manager, Owner, and architect signature.
- In conjunction with the Construction Manager, review and approve Change Orders and Allowance Access Authorizations.
- In conjunction with the Construction Manager, review and approve applications for payment from contractors.
- Review and approve all project closeout documentation.

INSTRUCTIONS TO PROPOSERS

Proposal Format

- a. Title Page showing that the proposal is for Construction Management Services; the Firm's name, and the name, title, address, telephone number and email address of a contact person, and the date of the proposal.
 - b. Table of Contents
 - c. Information described in the Technical Proposal Section as outlined below
 - d. Compliance with Insurance requirements
1. Inquiries concerning the Request for Proposals and the subject of the Requests for Proposals should be only sent by email.
 2. Each proposal must be submitted in an opaque sealed envelope, plainly marked on the outside as "RFP for Construction Management Services - 2025-2026." Please submit three (3) copies of your proposal.

3. Responses must be received on or before July 21, 2025 at 11:00 AM
The Firm may either mail the proposal to:

Saugerties Central School District
c/o Michael Staiger, School Business Manager
310 Washington Avenue Ext
Saugerties, New York 12477

Or deliver the proposal in person to:

Saugerties Central School District
c/o Michael Staiger, School Business Manager
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Or deliver the proposal via UPS, FedEx or other reputable delivery service to:

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c/o Michael Staiger, School Business Manager
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Saugerties, New York 12477

Proposals received after the specified date and time, at the specified location, may not be considered at the discretion of the District.

4. The District reserves the right to reject any or all proposals and to waive any or all informalities or irregularities in the proposal process as it deems in the best interest of the District.

TECHNICAL PROPOSAL

Provide the following:

1. Company Profile: This section should state the size of the Firm, the type of Firm, Firm background, the location of the office from which the work on this Project will be performed.
2. Experience
 - a) Submit a letter of interest, a general introduction, background description of your firm, and type of services provided, including contact name, address, phone number and e-mail address of contact person. List experience of each in regard to school construction projects of similar nature and scope.
 - b) Provide a general list of K-12 projects completed in the past ten years, minimum of 10 projects.
 - c) List of school district clients to whom services were provided in:
 - a. 2023-2024 school year
 - b. 2024-2025 school year
 - d) Provide a detailed list of your Firm's experience with K-12 school projects in NYS. Include Owner's name, contact's name, title and phone

number, e-mail address, a brief description, contract amount and completion date. Please limit experience to last five years.

e) Provide a list of all NYS educational organizations that the company belongs to or supports.

f) If there are sub-consultants to be used with respect to this project, provide similar

information as listed in c), d) & e), above.

g) List of Current Clients

3. Describe your staff capability. Provide a detailed list of your Firm's in-house disciplines vs. hired consultants.

4. Submit an organizational chart reflecting key staff to perform this Project. Include resumes. Indicate whether engineering work will be handled in-house or independently. If an independent firm is to be used, please identify the firm and individuals involved along with their experience.

5. Provide the name and qualifications of the staff members who will be assigned on-site for this project and assure that those individuals are knowledgeable about school construction in New York State and have experience in dealing with the NYS Education Department. In the event that the staff members of record leave the firm before completion of the project, the proposer will provide similarly qualified and experienced individuals to complete the work related to this project at no additional expense to the District. The District will be notified of the intent of the staff members of record to leave, if known by the proposer in advance, at least one month before the individual leaves the firm, or as soon as possible after the person actually leaves. The proposer will also provide the name(s) and qualifications of the replacement staff members on record within three business days of the departure of the original or previous individual.

6. Provide a list of those individuals in the Firm with expertise in NYS public school construction that will be directly involved with the District and whose participation will be contractually committed to the District. Include a resume that includes information without limitation such as:

a) years of experience in NYS public school construction

b) educational background

c) the date the person began work for the firm

d) experience in designing NYS public school construction projects

7. Describe your approach to this type of Project.

8. Provide detailed information regarding the financial background of the Firm and any sub-consultants included in proposal, including, but not limited to, financial statements, annual reports and the like covering the most recent fiscal year.

9. A completed – Non Collusive Bidding/Proposal Certification
(See Appendix A)

10. A completed and Notarized Iran Divestment Act Certification
(See Appendix B & Appendix C)

11. A completed and notarized Sexual Harassment Policy/Training Certification
(See Appendix D)

12. A completed W-9 form.

13. Compensation:

Please provide in a separate sealed envelope labeled “**CONSTRUCTION
MANAGEMENT SERVICE COMPENSATION-2025- 2026**” the following:

This section should include information on the compensation structure to be charged for services performed. The District reserves the right to award the contract as a whole to one firm or to more than one firm as it best suits the needs of the Project.

i. Post-Referendum & Design/Construction based on project size:

Level 1: (\$10M-\$15M) % _____

Level 2: (\$15.1M-\$20M) % _____

Level 3: (\$20.1M+) % _____

ii. Provide a design schedule to perform the designs mentioned and

the quantity of submissions to the State Education Department that are estimated.

iii. Provide an explanation for this compensation structure including the services included and specifically the services that are excluded.

iv. Include additional information, if applicable, to start-up, close out and reimbursable costs (if not part of base fee).

CRITERIA FOR EVALUATING PROPOSALS:

The District’s School Business Manager will receive all proposals. District administration will review the proposals received and will evaluate them, using the criteria listed below.

The District reserves its right to examine any other criteria and take the same under consideration and to reject any firm or proposals despite its compliance with these criteria if it determines that to do so would be in its best interests.

- Qualifications and experience of the Firm and other key personnel to be involved in the Project.

- Knowledge of and experience with N.Y.S. Education Department procedures regarding construction projects and other state and federal laws affecting the operations of public school districts.

- Recommendations from other school districts. The District reserves the right to contact any individual from the list of school district projects or others known to have dealings with the proposer.
- Extent of services offered, and depth and extent of overall resources that can be put to use by the District.
- Location/Proximity to the District will be considered.
- District's evaluation of the proposal and of the best interests of the District
- District's evaluation of the Firm's record of performance on similar projects
- Fee Structure for the Project, as well as for other construction management services that may be requested by the District.

The District reserves the right to reject any and all proposals submitted, to request additional information from all proposers, and to negotiate with one or more of the finalists regarding the terms of the engagement. The District intends to select the firm(s) that, in its opinion, best meets the District's needs.

APPENDIX A

NON-COLLUSIVE BIDDING/PROPOSAL CERTIFICATION

Section 103-d, General Municipal Law. Statement of non-collusion in bids and proposals to political subdivisions 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/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of any joint bid/proposal 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/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 another bidder or with any competitor,

2 Unless otherwise required by law, the prices which have been quoted in this bid/proposal 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/proposer or to any competitor; and

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

b. Any bid/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 bidder/proposer shall so state and furnish with the bid/proposal 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/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 or official thereof to which the bid/proposal is made, or their designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the bidder/proposer (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/proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid/proposal hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder/proposer 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 _____

APPENDIX B

IRAN DIVESTMENT ACT COMPLIANCE RIDER

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

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

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the SFL. In any case where the bidder or proposer cannot certify that it is not on such 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.

APPENDIX C

CERTIFICATION - IRAN DIVESTMENT ACT OF 2012

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

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

By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Proposer is advised that once the list is posted on the OGS website, any Proposer seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

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

District reserves the right to reject any bid, proposal or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: _____ Date: _____

Affirmed to me this _____ day of _____, 2025

APPENDIX D

Sexual Harassment Certification

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

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

Dated: _____, New York _____, 2025

Firm's Name

(Print Name) (Signature)

Sworn to before me this _____ day of _____, 2025

Notary Public