

RFP CMF -CONSTRUCTION MANAGEMENT  
COMPETITIVE CONTRACTING (N.J.S.A. 18A:18A-4.1) REQUEST FOR PROPOSAL  
SCOTCH PLAINS-FANWOOD PUBLIC SCHOOLS

I. INTRODUCTION

In January 2025, a referendum was approved for \$44.7 million. It included the purchase of 330 South Ave (LaGrande Elementary) and HVAC, Electrical, Fire Alarms at various schools. In addition, the renovation of LaGrande Elementary is expected to be funded by the Capital Reserve at an estimated cost of \$10 million. The renovation of LaGrande Elementary as well as the fire alarm upgrades are already in progress and are expected to be taken over by the CMF. The remaining projects for HVAC and electrical upgrades are anticipated for the Summers 2026 and 2027. Construction management services for Pre-construction through Post-construction will be required for all projects. The estimated duration is October 17, 2025 through June 30, 2026. Extensions will be allowed as permitted by law.

As part of the construction process, the Scotch Plains-Fanwood Public Schools (District) will hire a Construction Management Firm (CMF) to work in conjunction with our architectural firm, PSA Architects, to help plan and execute the construction projects. The CMF shall be prequalified as a Construction Management Consultant by the Department of Treasury, Division of Property Management and Construction (DPMC) in PO29.

The following Request for Proposal specifies the minimum services desired by the District and the minimum information that must be provided by prospective Construction Management Firms. These are, and should be considered at all times as, minimum requirements. It is expected that each firm responding to this Request for Proposal will delineate in their proposal their specific services as well as means or processes for delivery of those services. Unless specifically excluded in clearly highlighted language, it will be assumed that all minimum requirements are included in the proposal and the successful proposer will be held to each and every minimum requirement, whether or not the requirement was specifically delineated in their proposal.

On the basis of the proposals submitted, the District will select a firm. The selection of the District shall be final, and the District reserves the right to select the firm that it believes will best meet the overall needs of the District, price and other factors considered. The District reserves the right to waive any and all requirements, irregularities or inconsistencies in awarding this contract. Negotiations are not permitted under any circumstances regarding the provisions of the RFP once proposals are submitted.

**All questions concerning the Request for Proposal should be directed to:**

**Christopher Jones, School Business Administrator/Board Secretary,  
313 South Ave, Suite 200 Fanwood, NJ 07023  
[cjones@spfk12.org](mailto:cjones@spfk12.org)  
908-232-6161 x41301**

In order to maintain consistency in information provided to the various proposing firms, no other district representative should be contacted, and any information received from other sources will not be considered official.

**These proposals will be accepted until 10:00 a.m. on Thursday October 9, 2025 at the address listed above.** Proposals received after that time will not be considered. It is the responsibility of the proposer to ensure timely delivery to the Office of the School Business Administrator/Board Secretary. On the advertised date and time, the School Business Administrator/Board Secretary shall publicly receive and open all proposals and the names and addresses of the respondents submitting proposals will be read publicly.

This RFP is publicly advertised for a minimum of twenty (20) calendar days prior to submission date, in accordance with N.J.S.A. 18A:18A-4.1. A public notice of the contract award will be published in an official newspaper within twenty (20) calendar days after the Board of Education passes the resolution awarding the contract.

## **II. PROJECT SUMMARY**

Information about the referendum is available on our District website at [www.spfk12.org](http://www.spfk12.org). There will also be an in person meeting to review plans and discuss the projects with PSA Architects on:

**What: PROJECT DISCUSSION MEETING WITH PSA ARCHITECTS**

**When: Thursday September 25, 2025**

**Time: 10am**

**Location: 313 South Ave, Suite 200 Fanwood, NJ 07023**

While attendance is not mandatory, all prospective bidders **ARE STRONGLY ENCOURAGED TO ATTEND. Please prepare a 3-5 minute presentation which will be followed by ten minutes of questions. The district will select certain candidates and contact the bidder to schedule a time.**

The Scotch Plains-Fanwood School District is comprised of 9 school buildings including one high school, two middle schools, and six elementary schools (grades K-4 with one school only containing Pre-Kindergarten classes). In addition there is a central administration building for the District.

The Scotch Plains-Fanwood Board of Education (Board) is requesting submission of proposals (RFP) from qualified firms to provide construction management services for the Construction, and Construction Closeout phases of the projects described below. It

is the intent of the Board to enter into an agreement that specifies not to exceed fees for preconstruction, construction and post construction phases of the project. Preconstruction is substantially completed and the submitted fee should represent a review of completed documents.

Covered under this RFP include, to the following projects:

Scotch Plains-Fanwood High School – HVAC and electrical upgrade  
Terrill Middle School – HVAC and electrical upgrade  
Nettingham Middle School - HVAC and electrical upgrade  
Brunner Elementary – HVAC and electrical and fire alarm upgrades  
Evergreen Elementary – HVAC and electrical and fire alarm upgrades  
McGinn Elementary – HVAC and electrical upgrade  
Coles Elementary – HVAC and electrical and fire alarm upgrades  
School One Elementary – Electrical and fire alarm upgrades  
LaGrande Elementary (330 South Ave, Fanwood, NJ) – Renovation

School operations will continue throughout the duration of the project. This condition does affect project logistics and the overall duration of the construction phases. The CMF will be self-sufficient on site with regard to electronic office equipment and responsible for internet connectivity. The district will provide office space on or near construction sites.

The Project Management Team shall consist of the Owner, Architect, and Construction Manager and shall be responsible for the day-to-day management of the Projects and coordination of activities required to complete the Projects in a collaborative and integrated manner. The Project Management Team is responsible for establishing the procedures and processes necessary to achieve Project goals, including implementation of collaborative technologies as appropriate for the Project.

The Project Management Team is not responsible for supervising any entity's employees, consultants, or Subcontractors, nor is it authorized to direct the actions of any entity's employees, consultants, or Subcontractors, and shall not be responsible for the failure of any entity to perform its obligations.

Anti-Bullying Reporting—Requirement N.J.S.A. 18A:37-13.1 et seq.; N.J.A.C. 6A:16-7.7 (c)

When applicable, the CMF shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider who has witnessed or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer or the School Business Administrator/Board Secretary.

Criminal History Background Checks N.J.S.A. 18A:6-7.1

CMF shall provide to the school district, prior to commencement of the contract, evidence or proof that each employee assigned to provide services and who comes in regular contact with students has had a criminal history background check and, furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide proof of criminal history background check for any employee coming in regular contact with students prior to commencement of contact may be cause for breach of contract. See NJDOE Broadcast 9/9/19

### III. SCOPE OF SERVICE

#### A. PRECONSTRUCTION PHASE SERVICES:

1. Review prepared documents for understanding:
  - 1.1. Review of Architects Contract Documents/Specifications/Drawings
  - 1.2. Review construction documents to understand cost estimates
  - 1.3. Review the Master Summary Schedule, milestones, and phasing plans, in conjunction with the Architect and District.
2. Advise the District and the Architect of recommended changes to the Contract documents/General conditions, specifications and drawings prior to the issuance of any project bid addendum.
3. Attend Pre-Bid Conference(s) and assist Architect and Engineer, as required, with Pre-Bid Conference issues and questions
4. Attend Bid Opening(s) assist Architect, Engineer, and District in evaluation of bids received and suitability of lowest responsible bidder or bidders.
5. CMF should walk construction sites to become familiar with sites to assist in pointing out constructability concerns and information.

#### B. CONSTRUCTION AND CLOSEOUT PHASES: Following a successful Construction Contract Award, CMF services shall support the Contract Administration Phase through to conclusion of project activity.

##### 1. Conduct Pre-Construction Conference

With the architectural firm, organize and direct a pre-construction conference (kick-off meeting) with the contractors, consultants and the school district. Review project organization, lines of authority, and established project procedures. Monitor permit applications by each contractor, and ensure that all necessary permits are secured.

##### 2. On-Site Supervision

The CMF will provide one (1) Construction Manager on site during all construction activities providing oversight for the duration of the projects and construction phases. Construction Management coverage is expected to be full-time, including second shift, on-site and have at least (10) years of supervisory experience Provide supplementary inspection of the work for conformance with plans and specifications. Monitor submittals/approvals as required to maintain the construction schedule. The CMF shall be responsible to ensure that the Board's interests are protected and that the contract administration is handled effectually and efficiently.

3. Project Coordination  
Provide administrative, management and related services to coordinate scheduled activities and responsibilities of the contractors with each other and with those of the Construction Manager, the owner and the architect to manage the project in accordance with the latest approved estimate of the construction cost, the project schedule, and the contract documents. Ensure purchase orders are created and aligned with the budget.
4. Monitor Progress of the Work  
Review contractor's construction schedules. Observe construction progress and report deviations from the schedule, which will jeopardize job progress. Work with contractors to develop and implement corrective actions. Maintain daily logs of all construction activities. Provide weekly summary reports, including work completed, conformance with the project schedule, and any other relevant issues or items for each week.
5. Control Construction Quality  
Evaluate the contractor's proposed procedures, methods and equipment prior to use, observe and inspect the work in progress, and report any observed defects and deficiencies to the Architect and Engineer of Record for their recommendation of corrective action where required. Provide appropriate notification to the District and Architect and Contractor when work is not being performed in accordance with contract drawings and/or specifications. Ensure as-built drawings are maintained onsite. Consistent quality assurance inspections should be performed as each project progresses. Act as liaison between Owner and sub-code officials, third party testing agencies, commissioning agent, etc to verify compliance of contractor work and communicate inspection results. Assist Owner with coordination of Owner-provided items, equipment and installation, including but not limited to furniture, technology, data, security systems, etc.
6. Process Payment Requests  
Review contractor payment applications and make recommendations to the architectural firm regarding approval of requested payments. Review the contractor's schedule of values for use in processing payments.
7. Conduct Job Meetings  
With the architectural firm, owner and contractors, conduct regular meetings at the job site. Discuss job progress, problems and required decisions. Construction Manager to keep meeting minutes.
8. Review Proposed Change Orders  
With the architectural firm, develop and implement a system for review and processing of change orders. Estimate the cost of all change orders and negotiate them with the contractors on behalf of the School District. Minimize required change orders and ensure that approval by the Department of Education - Office of School Facilities Division of Facilities is secured, if necessary.

9. Recommend Changes in the Work

Make recommendations for changes in the work that are dictated by field conditions or that will save time or money and improve quality. Ensure that safety programs are established and implemented, and maintain records of meetings and of any jobsite incidents.

10. Present Monthly Reports

Present to the Board and/or Administration a monthly report on schedule status, budget vs. cost, quality, safety, status of change orders, permit status, and a general overview of the project. Meet with the Board of Education and/or Administration as required. A copy of the report should be submitted to the architectural firm at the same time of submission to the Board of Education.

11. Develop a Closeout Program

With the architectural firm, produce a detailed schedule of closeout activities. Include punch lists, equipment testing, start-up procedures, operations and maintenance plans, district employee training schedules, Commissioning, as-built drawing with an electronic copy, close-out of permits, warranties, guaranties and Certificates of Occupancy. Coordinate with Architect to establish dates of substantial completion for each project element.

12. Coordinate Substantial and Final Inspections

Schedule and coordinate field observation with the architectural firm. Assist the architectural firm in the preparation of a list of incomplete items (punch list) from the substantial and final inspections and project commissioning. Ensure that all closeout activities are completed and a Certificate of Occupancy or a Certificate of Approval is issued. Management of the final financial reconciliation of the project and submission of a final project cost report.

13. Post-Construction

The CMF will ensure the collection, review, and turnover of all required close-out documentation. This includes as-built drawings (including an electronic copy), O&M manuals, warranties, attic stock, certifications, and maintenance bonds. Provide comprehensive post-occupancy support for sixty (60) calendar days following substantial completion. During this period, the CM will serve as the primary contact for any operational issues, promptly investigate deficiencies, and initiate warranty claims to ensure swift resolution.

IV. CMF CONTRACT

It is the intent of the District, upon completion of the selection process, to enter into a contract with the successful construction management firm for the project. The contract shall incorporate the requirements of this Request for Proposal, contain indemnification, insurance requirements, and other standard requirements as determined by the District, as well as any additional services included in your proposal or negotiated prior to the selection. All onsite staff are subject to board approval. The awarded contract will contain the "Mandatory Equal Employment Opportunity

Language—Exhibit A" as required by N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

V. PROPOSAL REQUIREMENTS

The proposal should be submitted in a bound format with section dividers corresponding to the sections that follow. Responders are free to add additional information that they feel is pertinent. Three (3) bound copies and one flash drive/disk containing the electronic version files are required:

1. Provide the following information about your company:
  - a. Name of firm
  - b. Address
  - c. Telephone number
  - d. Fax number
  - e. Name and title of person to be assigned to head this project
  - f. Name(s) of officer(s) in the company
2. Please provide a brief overview of your firm, including the number of years your firm has been providing construction management services to New Jersey public school districts. Provide a resume of the key person to be assigned to head this project as Project Executive.

Anyone submitting a proposal shall be aware personnel cannot be taken off of the project unless the owner approves.

3. Provide a listing of up to six (6) public school projects where you have provided construction management services in the last 10 years.

Provide the following information for each project:

- a. School District
  - b. Project name and location
  - c. Project size in square feet (S.F. of new and/or additions and renovations, whichever is applicable)
  - d. Owner's representative and phone number
  - e. Construction estimate
  - f. Actual bid results
  - g. Estimated final cost with change orders
  - h. Date service began
  - i. Scheduled construction completion date
  - j. Number of prime contractors for this project
  - k. Architectural firm, including address, phone number, contact person
  - l. Description of your firm's interactions with the architectural firm
4. Provide a listing of unique qualifications your firm possesses which would be of benefit to the Scotch Plains-Fanwood Public School District in the execution of this project.

5. Explain how you intend to execute your services (staffing) based upon the scope of work currently indicated to be included in the referendum.
6. Provide resumes of the Project Executive and the On-Site Managers that will be proposed for this project.
7. A list of any judgments within the last three (3) years and/or a list of bankruptcy or organization proceedings within the last ten (10) years. A disclosure stating if the company has ever been removed from a project.

Consultant Proposal should include the following information:

- a. Submit Copy of New Jersey Business Registration Certificate\*
- b. Submit C271 Political Contribution Disclosure Form \*\*
- c. Submit Statement of Ownership Disclosure
- d. Submit Certificate of Insurance- Workers Compensation, Employer's Liability, Excess Liability, Professional Liability, Comprehensive Automobile Liability Insurance
- e. Submit Notice of Consultant Pre-qualification issued by the New Jersey Department of Treasury, Division of Property Management and Construction, and Rating with the New Jersey Schools Development Authority\*
- f. Submit Affirmative Action Documentation.\*
- g. Disclosure of Investment Activities in Iran
- h. W9 Form
- i. Performance Bond NOT REQUIRED

\*Requested to be submitted with the Proposal. Must be submitted prior to award.

\*\*Requested to be submitted with the Proposal. Must be submitted 10 days prior to award.



VI. Evaluation Process and Methodology

The below rubric will evaluate and score Construction Management firms during interviews for the RFP process in a consistent, transparent manner. The School Business Administrator will prepare a report summarizing the proposals and making a recommendation to the Board of Education for award.

Category	Description	%	(0-5)	Weighted Score
<b>1. Relevant Experience &amp; Past Performance</b>	Demonstrated experience with projects similar in size, scope, and complexity (school facilities, referendum projects, occupied campuses). Quality of past performance, references, and ability to meet schedules and budgets.	20%		
<b>2. Project Approach &amp; Methodology</b>	Clarity, organization, and feasibility of the approach to project management, scheduling, cost control, quality control, and communication with the Board and stakeholders.	20%		
<b>3. Staffing &amp; Team Qualifications</b>	Qualifications, certifications, and relevant experience of proposed project team members, including project manager, site supervisors, and support staff.	15%		
<b>4. Understanding of District Needs</b>	Understanding of Scotch Plains-Fanwood BOE's priorities, constraints, and specific challenges. Demonstrates ability to work in active school environments and with multiple stakeholders.	15%		
<b>5. Communication &amp; Responsiveness</b>	Ability to clearly explain processes, maintain transparency, provide timely updates, and respond to unforeseen issues.	10%		
<b>6. Innovation &amp; Problem-Solving</b>	Examples of creative solutions to past project challenges, including cost savings, schedule acceleration, and minimizing disruption.	10%		
<b>7. Cost &amp; Fee Structure</b>	Clarity, fairness, and competitiveness of the proposed fee structure. Includes explanation of reimbursables and any potential additional costs.	10%		
	<b>Total</b>	<b>100%</b>		<b>/5.00</b>

VII. Insurance and Indemnification

The bidder to whom the contract is awarded shall secure, pay the premiums for and keep in force until the contract expires plus 2 years, insurance of the types and amounts listed below::

Commercial General Liability	\$2,000,000 General Aggregate
	\$2,000,000 Products
	\$1,000,000 Personal Injury
	\$1,000,000 Each Occurrence Combined Single
	Limit for Bodily Injury and Property Damage
	\$ 100,000 Pollution Cleanup
	\$ 50,000 Fire Damage
	\$ 5,000 Medical Expense

Excess Umbrella Liability \$4,000,000

\$1,000,000 Sexual Harassment

\$1,000,000 Professional Liability Policy

\$1,000,000 Contractor Pollution Legal Liability policy

\$1,000,000 Cyber Liability policy to include 3rd party coverage

Comprehensive Automobile Liability Insurance

\$1,000,000 Combined Single Limit for Bodily Injury  
and Property Damage

Insurance Certificate

- a. The contractor must present to the Board of Education an insurance certificate in the above types and amounts before any work or service begins.
- b. Automobile liability insurance shall be included to cover any vehicle used by the insured.

- c. The certificate holder shall be as follows:

Scotch Plains-Fanwood Board of Education  
c/o School Business Administrator/Board Secretary  
512 Cedar St,  
Scotch Plains, New Jersey 07026

- d. Additional Insured Claim -- The contractor shall include the following clause on the insurance certificate.

“Scotch Plains-Fanwood Board of Education is named as an additional insured”

- e. The contractor’s insurance policies will be primary and non-contributory. The contractor’s insurance policies, excluding workers compensation, should include a waiver of subrogation in favor of the additional insured parties. The limits being required are the minimum limits but if the contractor’s limits exceed these limits the higher limits will be available to the additional insured parties at the time of a claim.

### Workers Compensation

Evidence of adequate Workers Compensation Insurance as required by the laws of the State of New Jersey and the United States, must be available for perusal. The minimum limits are the following, unless a greater amount is required by law:

Bodily Injury by Accident	\$1,000,000. Each Accident
Bodily Injury by Disease	\$1,000,000. Policy Limit
Bodily Injury by Disease	\$1,000,000. Each Employee

### Indemnification

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Board and its agents, employees and Board members, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorneys fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract and the performance by contractor of services under the contract or by a party for whom the contractor is liable.

This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

The Contractor is to assume all liability of every sort incident to the work, including property damage caused by him or his men or by any subcontractor employed by him or any of the subcontractor's men.

## VIII. District Attachments Available

- a. Construction Documents – Budget, Schematic Plans, and Timeline.

IX. PROPOSAL: PRE-CONSTRUCTION - DESIGN AND BIDDING PHASES –  
CONSTRUCTION AND CLOSEOUT PHASES

Fees proposed are based upon the project as described in Section II.  
A not-to-exceed fee based upon the duties and responsibilities as outlined in  
Section III A, B and C. The fee structure must include all costs associated with  
the project. Any miscellaneous and/or reimbursable expenses and multiplication  
factors must be delineated.

**A. DESIGN AND BIDDING PHASE FEE:**

\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ (in numbers)  
(Fixed Fee dollar amount, in words)

**B. CONSTRUCTION PHASE FEE:**

\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ (in numbers)  
(Fixed monthly fee, in words)

**C. CLOSEOUT PHASE FEE:**

\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ (in numbers)  
(Fixed monthly fee, in words)

**D. REIMBURSABLE EXPENSES:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Staff included in fee (breakdown of type of staff and work duration):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_