

WESTBURY UNION FREE SCHOOL DISTRICT

REQUEST FOR PROPOSALS FROM QUALIFIED INDIVIDUALS/FIRMS TO PERFORM

CONSTRUCTION MANAGEMENT SERVICES RFP #2025/26-06

1. PURPOSE OF THE REQUEST FOR PROPOSALS (RFP)/INTRODUCTION

In accordance with the General Municipal and Education Laws of the State of New York and the procurement policies of the Westbury Union Free School District Board of Education (“School District,” “the Board,” or “Westbury”), the School District is seeking proposals from qualified vendors with significant experience interested in providing Construction Management Services as described subsequently in this document. The contract term shall be for a one (1) year period 2026-2027, with the option of 4 one year extensions (2027-2028, 2028-2029, 2029-2030, 2030-2031), if mutually acceptable each year to the Board and the construction management company.

Each year, the Board may chose to reappoint the construction management company at the reorganization meeting or may place another RFP after the audit year concludes. This document describes the scope of work that we anticipate will be involved in this process. We invite you to submit a proposal should you believe that you are qualified and interested in assisting us. We look forward to reviewing your response.

2. PROPOSAL SUBMISSION PROCESS AND DEADLINE

All proposals must be received at the Westbury Schools District Business Office by **10:00 a.m. on January 6, 2026**. The deadline applies both to print and electronic submissions. Print and electronic versions must be submitted. Seven (7) copies of the print version should be delivered to the Purchasing Agent, Westbury School District, 2 Hitchcock Lane, Old Westbury, NY 11568. The electronic version should be emailed to rstein@westburyschools.org. The Purchasing Agent can be contacted telephonically, if necessary, at (516) 874-1803.

3. TIMELINE FOR SELECTION

The schedule below will be followed for the selection of the Architect/Engineering Services:

<u>Date</u>	<u>Event</u>
12/11/25	RFP will be released & posted on the District’s website.
12/18/25	Mandatory walk through of buildings beginning at 8:00 am. Start at the Administration Building at 8:00 a.m. 2 Hitchcock Lane, Old Westbury, NY 11568
12/22/25	Questions or requests for clarification regarding the RFP should be submitted by email to rstein@westburyschools.org by 1 p.m.
1/6/26	Proposals must be received by the Purchasing Agent no later than 10 a.m. as prescribed in paragraph 2 above.

1/7/26-1/16/26 (EST.) Board of Education completes screening of proposals and selects final candidates and interviews (if necessary).

January 2026 (EST.) Board approves selection of Construction Management Company.

4. SCOPE OF WORK

The selected Construction Manager (CM), shall be able to proficiently supply the following professional services:

- Value engineering
- Construction scheduling/estimating
- Specification front end review
- Building and site logistics planning (construction implementation plans)
- Oversee and document all pre-construction site activities including soil borings, mock-ups, asbestos and lead testing, exploratory, etc.
- Full or part-time on-site representation for all projects, as determined by the School District
- Continuous on-site inspection of construction so as to maintain conformity with the Architect's contract documents
- Ability to acknowledge non-conforming construction with the Architect's contract documents, local codes and approvals, and State Education Department regulations
- Ability to halt construction so as to not allow non-conforming construction to continue
- Ability to read and interpret contract documents
- Will assist architect in conducting bi-weekly job (construction) meetings. The CM shall not make any design changes without written authorization from the Architect. The CM shall keep a daily log and transmit same to the Architect and Owner weekly
- Coordinate the time of deliveries of materials to the site to prevent interference with school activities
- Review and comment on all payment requisitions in writing and forward comments to the Architect for their approval
- Enforce State Education Department "RESCUE Regulations"
- The CM shall keep a copy of all approved shop drawings and approved supplementary drawings on site in addition to the contract documents utilized for bidding
- Oversee and document all required testing
- Perform a review of all requests for information (RFI's) submitted to the Architect during the bid and construction phases for viability and accuracy
- Maintain routine and appropriate communication with District and building administration as to status of construction projects
- Provide routine and appropriate updates and/or reports of construction progress to the BOE, District administration and the Architect
- Update and refine the construction cost estimate(s) submitting monthly cost reports as the work progresses

- Maintain accounting records on all construction related work and bond referendum related costs all in conjunction and cooperation with the District's Business Office
- Work cooperatively with the Owner's Representative and District administration

5. INFORMATION REQUIREMENTS

To allow the Board of Education to fairly judge the merits of each proposal, responses to this RFP shall include a response to each of the items listed below. The Board reserves the right to reject proposals that do not follow this format.

A. Cover Sheet

Include the completed cover sheet at the end of this RFP signed by a person authorized to act on behalf of the company or the individual submitting the proposal.

B. Executive Summary

Provide a short summary that demonstrates your understanding of the Scope of Work required by the District and why your firm is best able to provide that scope of service.

C. Firm/Principal's Experience and Qualifications

Provide the following information:

- address, telephone, fax, e-mail;
- whether company is local, regional, or national;
- if a multi-office firm, which office will provide the services;
- areas of expertise

D. Project Team

Please provide the:

- names, titles, addresses, telephone numbers and e-mails of the person(s) who will be authorized to represent the company;
- names, titles, addresses, telephone numbers and e-mails of the person(s) who will be directly working with the District; and
- the availability of each team member and the potential for conflicts that might interfere with the project's timeline.

E. Experience of Individual Members of the Project Team

For each member of the project team, please provide:

- a description of their experience and education, time with the company, and how their experience suits their role on the team;

F. Work Plan

Provide details on the following:

- The general approach to be used to address the activities listed in the Scope of Work;
- methods you will use to communicate and work with the District
- Any other relevant details

G. Cost

The proposal should include the fee that will be charged to perform the services listed in the Scope of Work, above.

**PROFESSIONAL FEES
(PLEASE INDICATE FEE PERCENTAGE)**

Cost of the Work	Building Renovations and Alterations (Multiple Prime Contracts)	New Buildings and Additions (Multiple Prime Contracts)	All Project Types (Single Prime Contract)
Up to \$50,000			
\$50,000 to \$100,000			
\$100,001 to \$250,000			
\$251,001 to \$400,000			
\$400,001 to \$600,000			
\$600,001 to \$800,000			
\$800,001 to \$1,000,000			
\$1,000,001 to \$1,250,000			
\$1,250,001 to \$1,500,000			
\$1,500,001 to \$2,000,000			
\$2,000,001 to \$2,500,000			
\$2,500,001 to \$3,000,000			
\$3,000,001 to \$4,000,000			
\$4,000,001 to \$5,000,000			
\$5,000,001 to \$7,500,000			
\$7,500,001 to \$10,000,000			
\$10,000,001 to \$12,500,000			
\$12,500,001 to \$15,000,000			
\$15,000,001 to \$20,000,000			
\$20,000,001 to \$50,000,000			
Over \$50,000,000			

HOURLY RATE SCHEDULE

Employee or Category	Rate (\$0.00)
Project Executive	
Pre-Construction Manager	
Senior Project Manager	
Project Manager	
Asst. Project Manager	
Project Engineer	
Chief Estimator	
MEP Coordinator	
Estimator	
Scheduler	

In addition, it should include an estimate of:

- travel expenses, if applicable; and
- any other expenses that may be incurred.

Payment terms should be specified.

The District shall not be bound to accept the lowest priced proposal, but may accept such proposal, if any, as the Board of Education determines to be in the best interests of the District.

H. References

Provide a minimum of three school districts of similar size that have used your services within the past three years. For each reference supply the school district name, contact person, their title, telephone number and address.

I. Contract Form

If you intend to propose a form of professional services contract between you or your company and the school district, please provide a sample copy of such contract form. If you prefer that the school district generate such contract, please so indicate.

J. Litigation

Have you been involved in litigation with any of your clients within the last five years? If so, please give the name, date, and jurisdiction of each such matter, and a brief description of the nature of the dispute and the outcome.

K. Ensuring Client Satisfaction

Provide information regarding your philosophy and policies regarding client satisfaction in the event of an unsuccessful search.

L. Additional Information

Should you feel that additional information would help us more properly evaluate your proposal or if you have recommended modifications in the procedures specified herein, please feel free to address such matters under this heading.

M. Scoring and Evaluation of RFP Responses

Responses to the RFP will be evaluated based on:

- Completeness of the submission.
 - All elements of the RFP as provided in Section E – Proposal Format must be addressed.
- Consideration of the content of each respondent’s responses to the elements provided in Section E – Proposal Format.
- Oral presentations
 - The District may, at its discretion, request any one or all responders to make oral presentations to the District’s Administration and/or Board of Education.
- Professional qualifications and prior experience, proposer’s demonstrated capabilities and references.
- Total proposed price

DESCRIPTION	PERCENT
Professional Qualifications / Experience / Capabilities / References	50%
Cost / Fee	50%

N. Term of the Contract

Contract Period: July 1, 2026 through June 30, 2027

O. Information for the Construction Management Services RFP

Contact:

Mary O’Neill moneill@westburyschools.org or Robert Stein rstein@westburyschools.org (516) 874-1803

6. GENERAL CONDITIONS

The District reserves the right to waive, modify, or otherwise vary the conditions or requirements herein and may accept or reject any and all proposals as the Board of Education, in its sole discretion, deems to be in the best interest of the District. The District may, notwithstanding the terms herein, negotiate the terms of any response to this RFP. The District shall not be bound to accept the lowest priced proposal, but may accept such proposal, if any, as the Board of Education determines to be in the best interests of the School District.

7. INSURANCE REQUIREMENTS

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the professional consultant hereby agrees to effectuate the naming of the District/BOCES as an Additional Insured on the professional consultant'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 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 District/BOCES, its Board, employees and volunteers with a waiver of subrogation in favor of the District/BOCES 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/BOCES (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District/BOCES. 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.

3. a. The certificate of insurance must describe the services provided by the professional consultant that are covered by the liability policies. b. At the District's/BOCES' 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.

4. The professional consultant agrees to indemnify the District/BOCES 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

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

c. Workers' Compensation and NYS Disability Insurance Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB120.1) for all employees [per NYS WC and Disability laws]. 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.

d. Professional Errors and Omissions Insurance \$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the district/BOCES. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.

e. Umbrella/Excess Insurance \$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Auto Liability (where applicable), General Liability and Professional Liability coverages.

6. The Professional Consultant acknowledges that failure to obtain such insurance on behalf of the District/BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the District/BOCES. The professional consultant is to provide the District/BOCES with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the District/BOCES to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the District/BOCES.

COVER PAGE

(Fill this page in and include as the cover of your response.)

Response to Request for Proposals

This proposal is submitted on behalf of:

Individual/Firm Name: _____

Address: _____

Telephone: _____

E-mail: _____

The above listed individual/firm hereby submits its proposal and agrees to furnish services to the Westbury Union Free School District in accordance with this Request for Proposals and the response prepared by the individual/firm.

The individual/firm has carefully reviewed this Request for Proposals and the Consultant's response and understands that the District will not be responsible for any errors or omissions on the part of the individual/firm.

Individual/Firm agrees that the District reserves the right to accept or reject any or all proposals and to waive any irregularity or informality in any proposal received.

The attached proposal shall be considered an irrevocable offer and shall be valid for ninety days from the date the proposals are required to be submitted.

The undersigned hereby affirms that he/she is an authorized agent for the company submitting this response.

Date

Name of Consultant/Authorized Agent

Title of Consultant/Authorized Agent

Signature of Consultant/Authorized Agent

WESTBURY UNION FREE SCHOOL DISTRICT

NON-COLLUSIVE FORM
PROPOSAL CERTIFICATIONS

Firm Name _____

Business Address _____

Telephone Number _____

Date of Proposal _____

I. General Proposal Certification

The proposer certifies that he will furnish, at the prices quoted, the materials, equipment and/or services as proposed on this Request for Proposals.

II. Non-Collusive Proposal Certification

The following statement is made pursuant to Section 103-D of the General Municipal Law, as amended by Chapter 675 of the Laws of 1966, and Section 139-D of the State Finance Law, as amended by Chapter 675 of the Laws of 1966, and Section 2604 of the Public Authorities Law, as amended by Chapter 675 of the Laws of 1966. By submission of this proposal, the proposer certifies that he/she is complying with Section 103-d of the General Municipal Law as follows:

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 proposer and affirmed by such proposer as true under the penalties of perjury:

Non-collusive proposal certification.

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

I. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and,

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

- (b) A proposal shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the proposer cannot make the foregoing certification, the proposer shall so state and shall furnish with the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department agency or official thereof to which the proposal is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a proposer (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 requested for proposal, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any proposal hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate 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 proposal contains the certifications referred to in subdivision II of this section, shall be deemed to have been authorized by the board of directors of the proposer, and such authorization shall be deemed to include the signing, and submission of the proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of corporation.

The proposer affirms the above statement as true under the penalties of perjury.

Signature of Proposer: _____

Title: _____

Sworn to before me this

_____ day of _____, 2025

WESTBURY UNION FREE SCHOOL DISTRICT
CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), 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 proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Proposer/Contractor, any person signing on behalf of any Proposer/Contractor and any assignee or subcontractor and, in the case of a joint proposal, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Proposer/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Proposer/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Proposer/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time 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 School District receive information that a Proposer/Contractor is in violation of the above-referenced certification, the School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Proposer/Contractor in default. The School District reserves the right to reject any proposal or request for assignment for a Proposer/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Proposer/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the Proposer/ Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNATURE

SWORN to before me this
____ day of _____, 2025

NOTARY PUBLIC

WESTBURY UNION FREE SCHOOL DISTRICT
DECLARATION OF PROPOSER'S INABILITY TO PROVIDE CERTIFICATION
OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Proposers shall complete this form if they cannot certify that the proposer /contractor or any proposed subcontractor is not identified on the Prohibited Entities List. The District reserves the right to undertake any investigation into the information provided herein or to request additional information from the proposer.

Name of the Proposer: _____

Address of Proposer: _____

Has proposer been involved in investment activities in Iran? _____

Describe the type of activities including but not limited to the amounts and the nature of the investments (e.g. banking, energy, real estate)

If so, when did the first investment activity occur? _____

Have the investment activities ended? _____

If so, what was the date of the last investment activity? _____

If not, have the investment activities increased or expanded since April 12, 2012? _____

Has the proposer adopted, publicized, or implemented a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran? _____

If so, provide the date of the adoption of the plan by the proposer and proof of the adopted resolution, if any and a copy of the formal plan. _____

In detail, state the reasons why the proposer cannot provide the Certification of Compliance with the Iran Divestment Act below (additional pages may be attached):

I, _____ being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and the foregoing is true and accurate.

SIGNATURE

SWORN to before me this
_____ day of _____, 2025

NOTARY PUBLIC

WESTBURY UNION FREE SCHOOL DISTRICT
CONFLICT OF INTEREST CERTIFICATION

Name of Contractor _____

Business Address _____

Telephone Number _____

The Contractor above mentioned declares and certifies:

- First That the said Contractor is of lawful age and the only one interested in this bid, and that no one other than said Contractor has any interest herein.

- Second That this bid is made without any previous understanding, agreement or connection with any other person, firm, or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud.

- Third That no member of the Board of Education of the Westbury Union Free School District nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work, or services to which it relates, or in any portion of the profits thereof.

- Fourth That said vendor has carefully examined the instructions, schedules, and specification prepared under the direction of the Board of Education, and will, if successful in this bid, furnish and deliver at the prices proposed and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, services, or labor for which this proposal is made.

- Fifth That the prices quoted are net and exclusive of all federal, state and municipal sales and excise taxes.

- Sixth The non-collusive bidding certification applies to this bid.

SIGNATURE

SWORN to before me this
_____ day of _____, 2025

NOTARY PUBLIC

WESTBURY UNION FREE SCHOOL DISTRICT

DISCLOSURE FORM

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

Name

Title

1. Does any Westbury Union Free School District Board Member, administrator, or employee possess any financial interest, directly or indirectly, in the firm? ____ If yes, set forth the basis upon which a financial interest exists in the firm

2. Has the firm or any of its officers, directors, partners, or controlling principals possessed any interest in transactions heretofore entered into with Westbury Union Free School District? __ If yes, describe transaction(s):

3. Does any direct relative of a member of the Board, administrators, or staff possess any financial interest, directly or indirectly, in the firm (For purpose of this inquiry a direct relative is to be defined as a parent, spouse, child or sibling).__ If yes, set forth below the Westbury Union Free School District Board Member, administrator, or staff member whose relation possess an interest and the relationship:

THE UNDERSIGNED AFFIRMS THAT THE ABOVE STATEMENTS ARE TRUE AND UNDERSTANDS THAT ANY FALSE STATEMENT SHALL CONSTITUTE A VIOLATION OF THE PENAL CODE OR GENERAL MUNICIPAL LAW AS APPLICABLE.

Firm: _____

Signature: _____

Print Name: _____

Date: _____