



**Request for Proposal for  
Construction Management Services  
RFP # CMS02052026**

**Suffern Central School District  
Administration Building  
45 Mountain Avenue  
Hillburn, New York 10931**

PROPOSALS WILL BE OPENED AND ACKNOWLEDGED PUBLICLY:

DATE: February 5, 2026

Time: 9 a.m.

Place: Administration Building  
Suffern Central School District  
45 Mountain Avenue  
Hillburn, New York 10931

**PUBLIC NOTICE****REQUEST FOR PROPOSALS  
CONSTRUCTION MANAGEMENT SERVICES**

Suffern Central School District  
Administration Building  
45 Mountain Avenue, Hillburn, New York 10931

The Suffern Central School District (the "District") is requesting proposals ("RFP") from interested and qualified firms or individuals to provide construction management services in connection with the development, design, and construction administration of a contemplated capital project that will be funded through the issuance of bonds by the District.

Based on the most recent building conditions survey completed by the District, with the assistance of the District's architect and the selected construction management service company, the District seeks to manage and oversee the capital construction projects that will address the priority items and have an estimated total cost of \$75,000,000 to \$125,000,000.

A copy of the RFP may be obtained from the District's Business Office at the Administration Building, 45 Mountain Avenue, Hillburn, New York 10931, Monday through Friday, excluding any federal, state or school district holidays or scheduled closures. All parties submitting proposals must use and complete all forms and include all information required in the RFP. An original, 2 copies and a digital copy on a flash drive, of the Proposal must be submitted. The front of the outer envelope or package containing a proposal or part of a proposal must be marked "Construction Management Services Proposal - RFP # CMS02052026 Opening: February 5, 2026 @ 9:00 am."

Sealed proposals will be received until 9 a.m. EST on February 5, 2026 at the District Clerk's Office. The Proposer assumes the risk of any delay in the mail or by means of personal delivery, including any mishandling of mail and/or deliveries by the person or carrier utilized for the delivery as well as by employees of the District. Each Proposer has sole responsibility for having their proposal deposited on time at the District Clerk's Office. The District reserves the right in an Addendum to change the date, time and location of the deadline for submitting proposals. If the District Clerk's Office (or other submission location designated by Addendum) is closed on the date and time by which proposals are required to be submitted due to inclement weather or other emergency, proposals will be accepted until and opened on the next business day on which the District Clerk's Office (or other submission location designated by Addendum) is open at the same previously scheduled time.

When evaluating proposals received, the District will consider qualifications, experience, and reputation in the construction management service industry. This RFP does not commit the District to award a contract for construction management services. The Board of Education of the District reserves the right to reject any or all proposals received, to re-advertise for proposals, to abandon the contemplated project, seek additional information or clarification from any Proposer, to negotiate any portion of the proposals received, and to waive any or all informalities or irregularities in a proposal received or the RFP process if the Board of Education determines the best interest of the District will be served. No proposal may be deemed accepted unless and until a contract award is made by the adoption of a formal resolution by the Board of Education.

For questions concerning the RFP, please contact Etna Martinez at Suffern Central School District, Administration Building, 45 Mountain Avenue, Hillburn, New York 10931, [emartinez@sufferncentral.org](mailto:emartinez@sufferncentral.org).

Board of Education  
Suffern Central School District  
Ms. Heather Campbell, District Clerk  
Administration Building  
45 Mountain Avenue  
Hillburn, New York 10931  
Telephone: 845 357-7783 Extension 11224

## **REQUEST FOR PROPOSALS CONSTRUCTION MANAGEMENT SERVICES**

### **I. Introduction**

#### **A. GENERAL INFORMATION**

Suffern Central School District, herein referred to as the "District", is requesting proposals from qualified construction management services firms.

Proposals will be publicly opened on the stated date but will not be publicly read aloud. There will be no discussion at the time of the opening of the proposals.

In the event that the Office of the District Clerk of SUFFERN CENTRAL SCHOOL DISTRICT Office is closed the day the proposals are scheduled to be opened, the proposal(s) will be opened at the same time, on the next day that the Office of the District Clerk of SUFFERN CENTRAL SCHOOL DISTRICT is open. Proposals received after the date and time stated in the Public Notice (or any Addendum by which the date, time or location of the proposal opening is changed) will not be considered and will be returned to the proposing individual or firm. Each proposing individual or firm assumes the risk of any delay in the mail or delivery service, or in the handling of the mail by postal service, delivery service and/or employees of SUFFERN CENTRAL SCHOOL DISTRICT.

Proposals must be submitted in sealed, opaque envelopes clearly marked, "**CONSTRUCTION MANAGEMENT SERVICES PROPOSAL - RFP # CMS02052026 Opening: February 5, 2026 @ 9:00 am.**" SUFFERN CENTRAL SCHOOL DISTRICT is not responsible for proposals opened prior to the time and date of the opening if the identifying information does not appear on the envelope. Proposals opened prior to the time and date of the opening are invalid.

When evaluating proposals received, SUFFERN CENTRAL SCHOOL DISTRICT will consider qualifications, experience, and reputation in the construction management service industry. This RFP does not commit SUFFERN CENTRAL SCHOOL DISTRICT to award a contract for construction management services. SUFFERN CENTRAL SCHOOL DISTRICT reserves the right to request clarifications or corrections to proposals received, reject any or all proposals received, to waive what it deems informalities, technical defects, irregularities and/or omissions relating to a specific proposal received, to invite new proposals, to cancel this RFP in part or in its entirety, to accept the whole or part of a proposal, to request additional information from any Proposer and/or to negotiate any portion of the proposals received, as deemed to be in the best interest of SUFFERN CENTRAL SCHOOL DISTRICT.

#### **B. INQUIRIES**

All inquiries concerning this RFP should be directed to:

Etna Martinez  
Suffern Central School District  
Business Office  
45 Mountain Avenue  
Hillburn, NY 10931  
[emartinez@sufferncentral.org](mailto:emartinez@sufferncentral.org)

## **C. TERM OF ENGAGEMENT**

SUFFERN CENTRAL SCHOOL DISTRICT, invites proposals from qualified providers of construction management services in accordance with the requirements and provisions set forth within this Request for Proposal (“RFP”), with the option to renew any contract awarded each year, for up to four (4) subsequent fiscal years.

## **D. RIGHT TO REJECT PROPOSALS**

Submission of a proposal in response to this Request for Proposal indicates acceptance by the Proposer of the conditions contained in the RFP unless clearly and specifically noted otherwise in the proposal and confirmed in the contract between the District and the Proposer. The SUFFERN CENTRAL SCHOOL DISTRICT reserves the right, without prejudice, to reject any or all proposals.

## **E. GENERAL STATEMENT OF QUALIFICATIONS**

The SUFFERN CENTRAL SCHOOL DISTRICT is seeking a company that has the resources and expertise to provide responsive and high-quality services to the District. As such, companies submitting proposals should be of a sufficient size to ensure timeliness, stability, and responsiveness during the year. Companies submitting proposals must provide information about their size as well as experience with other school district(s). The District is keenly interested in the level and type of experience of the company and those persons who will be assigned to work with the District.

The SUFFERN CENTRAL SCHOOL DISTRICT reserves the right to reject staff whom it feels do not have appropriate experience or qualifications to provide high quality services, or whose performance proves unsatisfactory.

## **F. SCHOOL DISTRICT INFORMATION**

The fiscal year of the SUFFERN CENTRAL SCHOOL DISTRICT is July 1 through June 30. The District provides educational services from pre-kindergarten through twelfth grade. The District, located in Rockland County in the State of New York, is approximately 40 miles north of New York City. The District has a student population of approximately 4,000, with a 2025-26 annual budget of \$170,525,199. The District has four elementary schools, one middle school, and one high school, and employs approximately 670 employees. The District is governed by seven Board of Education members and is a component of the Rockland BOCES. The Central Administration is comprised of the Superintendent of Schools, Assistant Superintendent for Business, Assistant Superintendent for Curriculum and Instruction, and Assistant Superintendent of Human Resources. District administrators consist of a Director of Multilingual Education and Instructional Development, Director of Pupil Personnel Services, Director of School Counseling, Director of School Safety & Special Projects, Director of Technology, Director of Communications and Community Relations, Director of Facilities, Assistant Director of School Facilities, Director of Athletics and Assistant Athletic Director. At the building level, the High School has a principal and three assistant principals. The Middle School has a campus principal, principal and one assistant principal. Each of the elementary schools has a principal.

The list of buildings is below:

1. Suffern Central School District Offices  
45 Mountain Avenue  
Hillburn, NY 10931
2. Suffern High School  
49 Viola Road  
Suffern, NY 10901
3. Suffern Middle School  
80 Hemion Road  
Suffern, NY 10901
4. Cherry Lane Elementary School  
1 Heather Drive  
Suffern, NY 10901
5. Montebello Elementary School  
50 Montebello Road  
Suffern, NY 10901
6. RP Connor Elementary School  
13 Cypress Road  
Suffern, NY 10901
7. Sloatsburg Elementary School  
11 Second Street  
Sloatsburg, NY 10974
8. Viola Elementary School  
557 Route 202  
Suffern, NY 10901

## II. Scope of Services

The scope of services the construction manager will provide shall include, but not be limited to, the following:

### PRE-CONSTRUCTION PHASE:

1. Consult with the Architect and SUFFERN CENTRAL SCHOOL DISTRICT regarding the project program, budget, timetable, and advisability of various bidding options.
2. Assist SUFFERN CENTRAL SCHOOL DISTRICT and/or the Architect in selecting consultants (i.e. testing labs), where appropriate.
3. Report regularly to SUFFERN CENTRAL SCHOOL DISTRICT on progress of design and construction documents, budgets, and schedules.
4. Work with Architect and SUFFERN CENTRAL SCHOOL DISTRICT to prepare project General/Supplementary Conditions tailored for each project scope of work and consult with SUFFERN CENTRAL SCHOOL DISTRICT's attorney for compliance with front end requirements.
5. Provide independent project cost estimates based upon current construction costs, which may include actual bids received for similar scope and size of work, submitted at the completion of the following phases:
  - i. Schematic Design
  - ii. Design Development
  - iii. Construction Documents/Pre-bid
6. Develop a construction-phasing schedule, following consultation with the SUFFERN CENTRAL SCHOOL DISTRICT, to be included in contract documents.
7. Review construction documents and provide recommendations (possible value engineering depending on the SUFFERN CENTRAL SCHOOL DISTRICT budget) prior to establishing bid date.
8. Provide recommendations and package the documents into possible sub-divisions by prime contract category to be included in the contract documents.
9. Solicit local bidder interest for the projects.
10. Conduct pre-bid conferences.
11. Conduct pre-award conferences with apparent low bidders to determine Proposer's understanding of bid documents and capacity/experience to complete work.
12. Assist SUFFERN CENTRAL SCHOOL DISTRICT and Architect in evaluating the responsiveness and completeness of construction bids received.
13. After voter approval of any project(s), track expenditures against the approved budget and prepare "cash flow" reports for SUFFERN CENTRAL SCHOOL DISTRICT and its financial advisors.

### CONSTRUCTION PHASE AND CLOSEOUT

1. Provide start-up assistance.
2. Notify Architect of any suspected deviation from contract documents.
3. Coordinate activities of utility companies and the regulatory agencies.
4. Coordinate all utility interruptions with SUFFERN CENTRAL SCHOOL DISTRICT.

5. On-site, continuous day-to-day inspection and supervision of all work in process including second shift, holiday and weekend work.
6. Ensure that contractors follow all applicable Laws, Statutes, Codes and Regulations during construction and maintain required exit pathways.
7. Coordinate all site stored material locations and contractor staging.
8. Coordination of all contractors' activities.
9. Act as liaison between contractors, SUFFERN CENTRAL SCHOOL DISTRICT and their designated representatives.
10. Monitor the quality of the work and verify compliance with plans and specifications. Identify poor quality and non-conforming work for correction by contractors.
11. To the extent feasible, prevent unauthorized visitors from entering the site.
12. Review of contractor safety procedures on an on-going basis.
13. Develop and maintain a site safety plan for implemented projects.
14. Assist in maintaining good relations with surrounding community and ensure construction contractors implement reasonable methods to control dust, noise, lighting, odor, etc. as required by the contract specifications to minimize disturbances.
15. Solicit, review and approve construction schedules.
16. Review and validate any time and material work.
17. Review and process contractor payment applications prior to approval by the Architect, and maintain a log of all payments for all trades.
18. Track expenditures against the approved budget and prepare "cash flow" reports for SUFFERN CENTRAL SCHOOL DISTRICT and its financial advisors.
19. Review contractor change order requests and proposals and make recommendations to the Board of Education of SUFFERN CENTRAL SCHOOL DISTRICT and Architect.
20. Monitor construction schedules and notify contractors to initiate corrective actions to remain on schedule.
21. Prepare and maintain a master project schedule to be updated weekly.
22. Log, monitor and review all requests for information (RFIs).
23. Facilitate and expedite submission of all submittals and shop drawings and, if not required of the Architect, maintain accurate logs showing status of all submittals and shop drawings showing the status of each at each phase of submission and review.
24. Maintain a daily log of activities on the jobsite, including but not limited to listing visitors to the job site, weather conditions, and descriptions of occurrences at the job site.
25. Coordinate and monitor all required site and material testing during construction. Receive and review test reports. Recommend response to any test results failing to meet applicable specifications or requirements.
26. Notify Architect in advance and coordinate required construction and testing observations to be witnessed by Architect or Engineers.
27. Conduct weekly contractor site job meetings, including the preparation of meeting minutes and distribution to all parties.
28. Attend required meetings with SUFFERN CENTRAL SCHOOL DISTRICT and Architect.
29. Prepare and present progress reports to the Board of Education.
30. Maintain documentation and photographs of project progress. The time, date,

and location of the photographs must be documented.

31. Monitor and coordinate the progress of all project record drawings and initiate corrective actions with contractors to keep record drawings current.
32. Maintain a file of all project documentation to be given to District at project completion.
33. Coordinate building occupancies and construction phasing to comply with the needs of SUFFERN CENTRAL SCHOOL DISTRICT.
34. Coordinate punch list inspections and verify execution of punch list items, with final acceptance and sign off indicating compliance with the construction documents.
35. Assist the District's personnel in assuming operation of all systems, including scheduling of instructional sessions by the applicable contractor as required in the project documents.
36. Assist the District in exercising guarantees and warranties.

### **III. Proposal Requirements**

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

### **IV. Proposal Format**

Provide an original, 2 copies and a digital copy on a flash drive. Proposals should be submitted in a format that permits copying for review where necessary.

Cover Page of the proposal must state:

- Name of Proposer
- Construction Management Services RFP# CMS02052026

All proposals must be submitted in two parts:

- Part I must consist of responses to the management and qualification items, etc.

- Part II must consist of proposed items, cost and additional information specified below.

Note the following:

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

## **PART I – MANAGEMENT AND QUALIFICATIONS**

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

- A. Name and Title of individual submitting RFP.
- B. Name of business, main business address, primary and secondary points of contact, and their telephone and fax numbers (including area codes and email addresses).
- C. Proposers should include details of experience within the past five years of projects of similar size and complexity to the projects listed in Addendum A. Include a brief description of such projects, contract amount and completion date.
- D. Prior experience as a construction manager should include at least five completed projects. Proposers must demonstrate prior experience as a construction manager for School Districts, including experience working with and meeting the requirements of the New York State Education Department. Prior experience as a construction manager on school district projects is required.
- E. State the name(s) of the officer(s) and associate(s) in the Proposer's company. Clearly identify the project team and their responsibilities, including resumes of the team and of the project manager to be assigned to SUFFERN CENTRAL SCHOOL DISTRICT. If at the time of completing this RFP an individual has not been assigned, the Proposer shall provide the resumes of all possible candidates from which SUFFERN CENTRAL SCHOOL DISTRICT and Architect shall make a final selection. SUFFERN CENTRAL SCHOOL DISTRICT is seeking assurances that those identified as being on the project team will remain with the SUFFERN CENTRAL SCHOOL DISTRICT projects until all are completed unless otherwise requested by SUFFERN CENTRAL SCHOOL DISTRICT or the individual is no longer employed by the Proposer. Include the location of the office from which the services for SUFFERN CENTRAL SCHOOL DISTRICT will be performed when not on site.
- F. Identify the nature of any potential conflict of interest the Proposer or any individual employed by or owning the Proposer might have in providing these services to SUFFERN CENTRAL SCHOOL DISTRICT.
- G. Include a list of Proposer's current projects including name, contract amounts and completion dates.
- H. Describe Proposer's financial position and staff capability.
- I. Explain Proposer's management plan and how Proposer will staff the projects.

- J. Please provide details regarding your understanding of the scope of services required and the approach Proposer will use to achieve SUFFERN CENTRAL SCHOOL DISTRICT's objectives.
- K. Explain how the Proposer will keep the project on schedule, and how the Proposer plans to coordinate and phase the work so as to minimize disruption to SUFFERN CENTRAL SCHOOL DISTRICT's operations.
- L. Outline methods and techniques used in the past by the Proposer to contain and reduce project costs.
- M. Provide at least three (3) references for similar projects in New York school districts where the Proposer was the construction manager of record. Please list the architectural or engineering firms worked with and the representative of the school district for the references provided.
- N. The selected Proposer shall not bid on or perform any of the trade construction work on the SUFFERN CENTRAL SCHOOL DISTRICT projects.
- O. Set forth the Proposer's experience, resources and individuals involved in representing owners in analysis and timely resolution of contractor construction claims.
- P. Describe the Proposer's approach and procedure regarding change orders.

## **PART II – ADDITIONAL INFORMATION**

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

## **V. Proposal Evaluation**

Proposals received will be evaluated by SUFFERN CENTRAL SCHOOL DISTRICT to determine whether the requirements of this RFP are met.

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

SUFFERN CENTRAL SCHOOL DISTRICT may invite the top two or three qualified Proposers for an interview, based on each Proposer's score from the evaluation criteria above. SUFFERN CENTRAL SCHOOL DISTRICT reserves the right to make its final selection based on the content of the interviews rather than based on the relative scores of the Proposers on the evaluation criteria stated above, which scores were utilized to select finalists to interview. SUFFERN CENTRAL SCHOOL DISTRICT will make reasonable attempts to schedule each interview at a time that is agreeable to the Proposer. Failure of a Proposer to report to an interview on the date scheduled may result in rejection of the Proposer's proposal.

## **VI. Monthly Status Reports**

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

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

The Successful Provider will be required to provide the report electronically, via e-mail, by the 5<sup>th</sup> of each month to the Assistant Superintendent for Business.

## **VII. Terms and Conditions**

### **A. ACCEPTANCE OF PROPOSALS**

This RFP should not be construed as a contract to purchase goods or services. SUFFERN CENTRAL SCHOOL DISTRICT is not bound to accept any proposal of those submitted.

### **B. CONTRACT DIGRESSION – FAILURE TO PERFORM**

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

### **C. INDEMNIFICATION**

To the fullest extent permitted by law, the Proposer(s) awarded a contract pursuant to this RFP shall defend (with counsel selected by SUFFERN CENTRAL SCHOOL DISTRICT and reasonably approved by the Proposer), indemnify and hold harmless SUFFERN CENTRAL SCHOOL DISTRICT, its employees, agents, and representatives, from any and all liability, losses, costs, damages, and expenses (including, but not limited to, reasonable attorneys' fees and disbursements) from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of the duties of the Proposer(s) awarded a contract pursuant to this RFP under the awarded contract or the action of or the failure to act by said Proposer(s), its/their representatives, employees, or anyone for whose acts said Proposer(s) may be liable. In the event that any legal proceeding shall be instituted or that any claim or demand with respect to the foregoing be asserted by any person in respect of which indemnification may be sought from the Proposer(s) awarded a contract pursuant to this RFP under the provisions of this paragraph, SUFFERN CENTRAL

SCHOOL DISTRICT shall promptly notify said Proposer(s) of such suit, claim or demand, and give said Proposer(s) an opportunity to defend same and settle same without any cost to SUFFERN CENTRAL SCHOOL DISTRICT, and shall extend reasonable cooperation to said Proposer(s) in connection with such defense, which shall be at the expense of said Proposer(s). In the event that the Proposer(s) awarded a contract pursuant to this RFP fails to defend the same within thirty (30) days of receipt of notice, SUFFERN CENTRAL SCHOOL DISTRICT shall be entitled to assume the defense thereof, and said Proposer(s) shall be liable to repay SUFFERN CENTRAL SCHOOL DISTRICT for all expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees, disbursements, expert witness fees and settlement payments). All of the provisions of this paragraph will survive expiration or sooner termination of the awarded contract(s).

#### **D. TERMINATION OF CONTRACT**

Any contract agreed to under this RFP is subject to termination by the Owner with or without cause upon seven (7) days notice. The Proposer awarded a contract will be able to terminate for cause upon no less than fourteen (14) days notice.

#### **E. RIGHT TO REJECT PROPOSALS**

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

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

#### **F. AWARD OF CONTRACT**

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

*Award:* If a contract is awarded, it shall be awarded to the responsive and responsible

Proposer whose proposal is determined by SUFFERN CENTRAL SCHOOL DISTRICT to be most advantageous to SUFFERN CENTRAL SCHOOL DISTRICT based on the Evaluation Criteria and any interviews conducted.

## **G. SHORTLIST**

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

## **H. COMPLIANCE WITH LAWS**

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

## **I. CURRENCY AND TAXES**

Prices are to be in U.S. dollars. SUFFERN CENTRAL SCHOOL DISTRICT is exempt from all sales and use taxes.

## **J. AMENDMENTS TO RFP**

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

## **K. FUNDING**

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

## **L. OWNERSHIP OF PROPOSALS**

All materials submitted in response to this RFP shall become the property of SUFFERN CENTRAL SCHOOL DISTRICT. All proposals may be made available upon request for public inspection, except to the extent that the Proposer has designated, and SUFFERN CENTRAL SCHOOL DISTRICT concurs that certain information constitutes a trade secret

or other proprietary information or data. If a Proposer believes that a portion of its proposal contains trade secrets or other proprietary data that should remain confidential and not be disclosed, a statement advising SUFFERN CENTRAL SCHOOL DISTRICT of this fact shall accompany the proposal and the information is to be identified wherever it appears. Identifying an entire proposal as proprietary is unacceptable and may result in no part of the proposal being treated as containing a trade secret or other proprietary information or data.

## **M. PROPOSERS' EXPENSES**

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

## **N. INSURANCE REQUIREMENTS:**

I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, if awarded a contract pursuant to this RFP, the Proposer hereby agrees to effectuate the naming of SUFFERN CENTRAL SCHOOL DISTRICT as an unrestricted additional insured on the Proposer's insurance policies, with the exception of workers' compensation and professional liability insurance.

II. The policy naming SUFFERN CENTRAL SCHOOL DISTRICT as an additional insured shall:

- Be an insurance policy from an A.M. Best rated "A-" or better, New York State authorized and admitted insurer.
- Provide for 30 days' notice of cancellation to SUFFERN CENTRAL SCHOOL DISTRICT.
- State that the organization's coverage shall be primary coverage for SUFFERN CENTRAL SCHOOL DISTRICT, its Board of Education, officers, employees, students and volunteers.
- SUFFERN CENTRAL SCHOOL DISTRICT and its Board of Education, officers, employees, students and volunteers shall be listed as an additional insured by using endorsement CG 20 10 11 85 or broader.

The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

III. The Proposer agrees to indemnify SUFFERN CENTRAL SCHOOL DISTRICT for any applicable deductibles.

### **IV. Required Insurance:**

#### **Commercial General Liability Insurance**

- \$1,000,000 per occurrence/ \$2,000,000 general and products/completed operations aggregates.

#### **Automobile Liability**

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

### Workers' Compensation

- Statutory Workers' Compensation and Employers' Liability Insurance for all employees.

### Professional Liability/Professional Errors and Omissions Insurance

- \$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the Proposer performed under the awarded contract for SUFFERN CENTRAL SCHOOL DISTRICT. Coverage shall remain in effect for two years following the completion of Proposer's services.

### Umbrella / Excess Liability Insurance

- On a "Follow-Form" basis, with limits of \$5,000,000 each occurrence and aggregate.

### Property Insurance

- Proposer will insure its owned and leased equipment utilized in serving SUFFERN CENTRAL SCHOOL DISTRICT.

V. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.

VI. Proposer acknowledges that failure to obtain such insurance on behalf of SUFFERN CENTRAL SCHOOL DISTRICT constitutes a material breach of the awarded contract(s) and subjects it to liability for damages, indemnification and all other legal remedies available to SUFFERN CENTRAL SCHOOL DISTRICT. The Proposer is to provide SUFFERN CENTRAL SCHOOL DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of its services.

VII. SUFFERN CENTRAL SCHOOL DISTRICT is a member/owner of the New York Schools Insurance Reciprocal (NYSIR). The Proposer further acknowledges that the procurement of such insurance as required herein is intended to benefit not only SUFFERN CENTRAL SCHOOL DISTRICT but also the NYSIR, as SUFFERN CENTRAL SCHOOL DISTRICT's insurer.

## **O. WORKERS COMPENSATION INSURANCE COVERAGE**

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

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

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

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

Please note that ACORD forms are NOT acceptable proof of New York State Workers Compensation or Disability benefits insurance coverage. NY State Department of Labor forms are available online at: <http://www.wcb.state.ny.us/content/main/forms/AllForms.jsp>

#### **P. Litigation**

Identify any litigation brought against the vendor during the past five years. Explain any pending litigation that may have a financial impact on your organization.

**-END OF SECTION-**

## Addendum A – INFORMATION SECTION

### Description of *proposed* SUFFERN CENTRAL SCHOOL DISTRICT capital project work.

The District is in the pre referendum stages and plans to go out for a public vote in 2026. The projected amount for the capital project is between \$75-\$125 million which will include critical repairs based on our building condition survey along with additional upgrades.

At this time, the scope of work for the October 2026 referendum vote could include the following:

Multisport Athletic Facility:

- Bathrooms, concession stand and storage building.

Suffern High School:

- Boiler
- Repair/replace roof sections.
- New traffic pattern at Suffern HS.
- Renovate existing workshops/classrooms to Career and Technical Education courses (i.e. engineering, allied health, robotics...).
- Student Support – Welcome/Wellness Center
- Building Entrance with Safety vestibules
- Renovate the main office, library and nurse's offices
- Renovate the music rooms and practice areas

Suffern Middle School:

- Heating and ventilation system converted from steam to hot water
- Redesign the main entrance to the front of the building
- Renovate the main office,
- Create a comprehensive Wellness Center
- Renovate the guidance and health offices
- Redesign the library space
- Update classrooms for functionality
- Renovate cafeteria for safety and functionality
- Renovate and repurpose existing locker rooms
- Update auditorium

Four Elementary Schools:

- Renovate existing main office/entryways
- Update K-2 School playgrounds
- Renovate Libraries
- Staircase at an elementary school
- Repair/replace roofing
- Convert steam heating system to hot water
- Renovate Maker Spaces

One Additional Elementary School (Viola Elementary School)

- Repair/replace roofing
- Possible Building Condition Survey priority items (e.g., mechanical/HVAC repairs/upgrades)

## **SUMMARY OF KEY INFORMATION**

Closing date for the Request for Proposal is 9:00 a.m. EST on Feb 5, 2026

Send one (1) clearly marked hardcopy of each proposal labeled “Original”, two (2) clearly marked hardcopies labeled “Copy” and one (1) digital copy on a flash drive.

Cover Page of the proposal must clearly state:

- Name of Proposer
- Construction Management Services RFP# CMS02052026

Proposers must complete/include the following forms:

- Part I - Management and Qualifications
- Part II - Additional Information
- Addendum B: Company Contact
- Addendum C: Proposal of Costs
- Addendum D: References
- Appendix A: Insurance Requirements
- Appendix B: Hold Harmless
- Appendix C: Bid Proposal and Non-Collusive Bidding Certifications
- Appendix D: Iran Divestment Act Certification
- Appendix E: Sexual Harassment Certification

Responses to this RFP-should be addressed as indicated below.

For further information contact:

ATTN: District Clerk  
Suffern Central School District  
Administration Building  
45 Mountain Avenue  
Hillburn, NY 10931

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

**-END OF SECTION-**

**Addendum B – COMPANY CONTACT**

The following individual(s) is(are) responsible for this proposal and any services awarded.

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Addendum C – PROPOSAL OF COSTS

We, (Proposer's name) \_\_\_\_\_, on  
 this the \_\_\_\_\_ day of \_\_\_\_\_ 2025 hereby:

Propose and agree to furnish and deliver professional construction management services for Suffern Central School District, in accordance with this "Request for Proposals", at the following rates:  
 (SUFFERN CENTRAL SCHOOL DISTRICT reserves the right to select whichever option is in the best interest of the District)

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

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

### ADDITIONAL RATES (if applicable)

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

#### Pre-construction/Design Phase

- a. Fixed Management Fee \$ \_\_\_\_\_
- b. Reimbursable Staff Costs \$ \_\_\_\_\_ (open-book, not to exceed)

*List specific job titles and hours committed*

- c. Misc. Reimbursable Expenses \$ \_\_\_\_\_ (open-book, not to exceed)

*Provide schedule*

## Addendum D – REFERENCES

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

Corporation Name:

---

Corporate Address:

---

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

---

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

---

Email: \_\_\_\_\_ Website: \_\_\_\_\_

---

### **REFERENCES: MUST BE PROVIDED FOR PROPOSAL TO BE CONSIDERED**

(1) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Dates of Contract(s): \_\_\_\_\_

(2) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Dates of Contract(s): \_\_\_\_\_

(3) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Dates of Contract(s): \_\_\_\_\_

**Appendix A - HOLD HARMLESS AGREEMENT**

The undersigned hereby agrees to defend, indemnify, and hold harmless the Suffern Central School District from and against any and all liability, loss, damages, claims for bodily injury and/or property damages, cost and expense, including Counsel fees, to the extent permissible by law, that may occur or that may be alleged to have occurred in the course of the performance of this agreement by the firm, whether such claims shall be made by an employee of the firm or by a third party. The firm covenants and agrees that it will pay all costs and expenses arising therefrom and in connection therewith, and if any judgment shall be rendered against the Owner, in any such litigation, the firm shall at its own expense satisfy and discharge the same.

REPRESENTATIVE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM/PARTNERSHIP: \_\_\_\_\_

DATE: \_\_\_\_\_

## Appendix B - NON-COLLUSIVE CERTIFICATIONS

Firm Name: \_\_\_\_\_

Business Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Date of Bid/Proposal \_\_\_\_\_

### I. General Certification

The proposer certifies that they will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed in this proposal.

### II. Non-Collusive Certification

By submission of bid/proposal, the bidder/proposer certifies that the bidder/proposer is complying with Section 103-d of the General Municipal Law as follows:

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding/proposals is/are 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 bidder/proposer and affirmed by such bidder/proposer 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 a joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their 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 any other bidder/proposer 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/proposer and will not knowingly be disclosed by the bidder/proposer 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) A 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 cannot make the foregoing certification, the bidder/proposer shall so state and shall furnish with the bid/proposal a signed statement which sets forth in detail the reasons therefore. Where (a) (1), (2) and (3) above have not been complied with, the 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 his designee, determines that such disclosure was not made for the purpose of restricting competition.

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/proposal is/are required by statute, rule, regulation, or local law, and where such bid/proposal contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder/proposer, and such authorization shall be deemed to include the signing and submission of the bid/proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation or partnership.

Signature (Authorized): \_\_\_\_\_

Title: \_\_\_\_\_

**Appendix C - IRAN DIVESTMENT ACT OF 2012 CERTIFICATION FORM**  
**THIS FORM MUST BE SIGNED AND NOTARIZED**

In order to be considered a responsible proposer/bidder, entities must certify that they are not on the list created and maintained by the State Office of General Services cataloging significant investment in the Iranian energy sector.

Entities that cannot make this certification may only be awarded a contract if:

1. The entity's investment activities in Iran were made before April 12, 2012; the investment activities in Iran have not been expanded or renewed after that date; and the entity 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 Suffern Central School District makes a determination, in writing that the goods or services are necessary for the District to perform its functions and that, absent such an exemption, the District would be unable to obtain the goods or services for which the contract is offered.

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law posted on the website for OGS.

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

Signature of Proposer:

\_\_\_\_\_  
(Signature of proposer or authorized representative of a corporation)

Name and Title of Signer: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

Commission Expires \_\_\_\_\_

**Appendix D – SEXUAL HARASSMENT WRITTEN POLICY & TRAINING  
CERTIFICATION FORM  
THIS FORM MUST BE SIGNED AND NOTARIZED**

I, \_\_\_\_\_, being duly sworn, deposes and says  
(Name of Individual Signing this Certification)

that I am the \_\_\_\_\_ of the \_\_\_\_\_  
(Title/Position of Signer) (Name of Proposer)

and that by submission of this proposal, I certify on behalf of the above-named proposer, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the above-named proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the New York State Labor Law.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

Sworn to before me this

\_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Commission Expires \_\_\_\_\_