

**DOBBS FERRY UNION FREE SCHOOL DISTRICT
505 BROADWAY
DOBBS FERRY, NEW YORK 10522
914-693-1500**

**REQUEST FOR PROPOSAL
BUILDING CONDITION SURVEY AND FIVE-YEAR PLAN REQUIREMENT**

1. GENERAL

The Dobbs Ferry Union Free School District is soliciting for an Architect/Engineer firm to perform the state mandated Building Condition Survey and five-year facilities plan of all the Dobbs Ferry Union Free School District buildings.

The deadline for submission of proposals is April 27, 2026, at 2:00 p.m.

All RFP submissions must be mailed or hand delivered in a sealed envelope addressed to:

**Dobbs Ferry Union Free School District
Attention: Lisa Raymond, Purchasing Agent
505 Broadway
Dobbs Ferry, New York 10522**

RFP BUILDING CONDITION SURVEY

Facsimile, telephone or verbal quotes or any modifications of documents will not be accepted or considered.

Proposers are responsible for submitting their proposals to the appropriate location at or prior to the time indicated in the specifications. **No proposals will be accepted after the designated time or date indicated in the proposal specifications.** Delay in mail delivery is not an exception to the receipt of a proposal.

The Dobbs Ferry Union Free School District reserves the right to reject or accept any and all proposals, in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive, or conditional proposals which, in the opinion of the Board of Education, will be in the best interest of the district.

2. CONTRACT PERIOD

The initial inspection is to be completed prior to December 31, 2026, and a written report is to be filed with the Dobbs Ferry Union Free School District by January 31, 2027, and with NYSED by March 31, 2027.

3. TENTATIVE RFP TIMELINE

RFP Available	March 25, 2026
Proposal Due Date	April 27, 2026
Board of Trustee Appointment	May Board Meeting

4. **DISTRICT DESCRIPTION**

The Dobbs Ferry Union Free School District is comprised of two (2) school buildings located in the Village of Dobbs Ferry, New York in Westchester County. The two main buildings are:

- a. Springhurst Elementary School – (102,842 sq. ft. and 20.8 acres)
175 Walgrove Avenue
Dobbs Ferry, New York 10522
- b. Dobbs Ferry Middle High School – (243,431 sq. ft and 13.3 acres)
505 Broadway
Dobbs Ferry, New York 10522

5. **SCOPE OF WORK**

The building condition survey will be performed and documented in the New York State Education Department Building Condition Survey Report. This information is to be reported electronically. The five-year facilities plan will be in the required format according to the NY State Education Department which includes the building inventory section, a district-wide analysis and prioritization and estimated expenses for each building addressing new construction, major system replacements, etc.

Cost may not be the primary factor in the selection of Architect/Engineer firm to perform this survey.

The services of the Architect/Engineer shall provide include, without limitation:

- a. Review the current five-year capital facilities plan.
- b. Meet with Dobbs Ferry Board and administration as needed providing review of all current facilities for both student-based programming and office use, including budget estimates of upgrade and or replacement, priority of upgrade or replacement and time/scheduling of upgrade or replacement.
- c. Report regularly orally and in writing to the district on progress, budgets, and schedules. Provide written minutes in a timely manner after all meetings held with administrators, staff members, Board of Education members, etc.
- d. Prepare the Building Condition Survey in compliance with New York State Office of Facilities Planning guidelines.
- e. Prepare the five-year capital facilities plan in compliance with New York State Office of Facilities Planning guidelines.
- f. Prepare presentation to the Board of Education Facilities Committee as requested.

6. **MANDATORY ELEMENTS**

- a. The proposer is licensed to practice in the State of New York.
- b. The proposer adheres to the instructions in this RFP on preparing and submitting the proposal.
- c. Proposer must also provide the actual name, resume and references for the individual(s) who will be performing this survey in the Dobbs Ferry Union Free School District.
- d. The proposer may not assign, transfer, convey, subcontract or otherwise dispose of the Agreement or its responsibility to perform under this Agreement or its right, title or interest in and/or to the same, nor any monies which are or will become due on and payable to it thereunder, nor the power to execute such Agreement to any other person or corporation without the prior express written consent of the Dobbs Ferry Union Free School District.

7. **SEVERABILITY**

The Dobbs Ferry Union Free School District reserves the right, if deemed in the best interest of the district, to terminate this contract within five (5) business days via written notice via certified mail.

8. PAYMENT

A purchase order as a contract will initiate the service. Consultant shall provide a detailed invoice. Upon approval of the invoice by the Purchasing Agent and Internal Claims Auditor, payment will be initiated.

9. CONFLICT OF INTEREST

The proposer hereby covenants and agrees that no member of the Board of Education or any other Dobbs Ferry Union Free School District employee forbidden by law to be interested in this Agreement will directly or indirectly benefit thereof.

10. AGREEMENT

The Dobbs Ferry Union Free School District and the proposer are independent contractors and shall have no other relationship. Neither party shall have or hold itself out as having the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility on behalf of the other party.

This Agreement does not create an employee/employer relationship between the parties. The Dobbs Ferry Union Free School District will not be liable for any obligation incurred by the consultant, if any, including but not limited to unpaid minimum wages and/or overtime premiums. It is the District's intention that the Consultant will be an independent contractor, and not the District's employee for all purposes, including but not limited to the application of the Fair Labor Standards Act minimum wage and overtime payment, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Provisions of the Internal Revenue Code, the New York State Revenue and Taxation Law, the New York State Workers' Compensation Law and the New York State Unemployment Insurance Law.

11. INSURANCE

No proposer shall commence work under this contract until it has obtained all insurance required hereinafter and such insurance has been approved by the Dobbs Ferry Union Free School District, nor shall the contract allow anyone to commence any work until all insurance required has been obtained and approved. Approval of the insurance by the District shall not relieve or decrease the liability of the contractor.

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 Dobbs Ferry Union Free School District as an additional insured on the professional consultant's insurance policies, except for workers' compensation and NYS disability insurance.
2. The policy naming the Dobbs Ferry Union Free School District as an additional insured shall:
 - a. Be an insurance policy from an AM Best A – rated or better insurer, licensed to conduct business in New York State.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the Dobbs Ferry Union Free School District, its Board of Education, employees and volunteers with waiver of subrogation in favor of the Dobbs Ferry Union Free School District for all coverages including Workers' Compensation.
 - c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the Dobbs Ferry Union Free School District (CG

20 26) or equivalent. The decision to accept an endorsement rest solely with the Dobbs Ferry Union Free School District. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (if applicable) and Umbrella/Excess Coverages.

3. The certificate of insurance must describe the services provided by the professional consultant that are covered by the liabilities policies.

At the District's request, the professional consultant shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the professional consultant will provide a copy of the policy endorsements and forms.

4. The professional consultant agrees to indemnify the District for applicable deductibles and self-insured retentions.
5. Minimum required insurance:

- a. **Commercial General Liability Insurance**

- i. \$1,000,000 per Occurrence/\$2,000,000 Aggregate
- ii. \$2,000,000 Products and Completed Operations
- iii. \$1,000,000 Personal and Advertising Injury
- iv. \$100,000 Fire Damage
- v. \$10,000 Medical Expense

- b. **Automobile Liability**

\$1,000,000 combined single limit 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 (DB-120.1) 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. 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 constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all legal remedies available to the District. The professional consultant is to provide the District with a certificate of insurance, evidencing the above requirements have been met prior to the provision of services. The failure of the District to object to the contents of the certification or the absence of same shall not be deemed a waiver of any rights held by the District.

Proposal

Pricing is “all inclusive”. There are no additional charges allowed (i.e. mileage, tolls, telephone calls, clerical.) under this contract.

Pricing to be based upon cost per “square footage” of the Dobbs Ferry Union Free School District’s buildings to be inspected for the Building Condition Survey. The building walk-through April 15, 2026 @ 10:00 a.m. Please contact the Director of Facilities, Denis Brazil at 914-693-1500 extension 3045 to sign up for a walk-through. No other arrangements will be made for tours outside of these dates and times. The five-year facilities plan is to be developed with a relation to the building infrastructure and related improvements. Pricing for this survey can either be included with the Building Condition Survey or as a separate service.

Price per “square foot” Building Condition Survey \$ _____

—
Additional Engineer Services

_____ \$ _____

_____ \$ _____

—
_____ \$ _____

Project Dates to Perform Services _____

Estimated Time Frame to Complete _____

Officer of Company (Signature)

Title

Company Name

Date

Telephone

NON-COLLUSIVE BIDDING CERTIFICATION

Dobbs Ferry Union Free School District

RFP Architect/Engineering Services

1. In accordance with Section 103-D of the General Municipal Law, the following must be subscribed to by every bidder:
 - A. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder, and in the case of a joint bid, each party thereto certifies as to its own organization under penalty of perjury, that to the best of knowledge and belief:
 1. The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
 2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.
 3. No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
 - B. A bid shall not be considered for award, nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided, however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid, a signed statement which sets forth in detail the reasons therefore. Where (A), (1), (2) or (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the Purchasing Agent of the district or official thereof to which the bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the Bidder (i) has published price lists, rates or tariffs covering items being procured, (ii) has informed prospective customers of proposed for pending publication of new or revised price lists for such items, (iii) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of section I. (A) above.
2. Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in Section I above, shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Company

Name and Signature

IRAN DIVESTMENT ACT COMPLIANCE

The Iran Divestment Act of 2022, effective as of April 12, 2012, is codified at the State Finance Law (“SFL”) § 165-a and General Municipal Law (GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the district, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

- (a) The person provides goods or services of \$20,000,000 or more in the energy sector of Iran, including a person that provides oil or liquified natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquified natural gas, for the energy sector of Iran; or
- (b) The person is a financial institution that extends \$20,000,000 or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of §165-a of the SFL and maintained by the Commissioner of the Office of General Services.
A bid or proposal shall not be considered for award, nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of §165-a of the SFL. In any case where the bidder or proposer cannot certify that it is not on such list, the bidder or proposer shall state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The district may award a bid to a bidder who cannot make the certificate on a case-by-case basis if:

1. The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized an dis implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The district makes a determination that the goods or services are necessary for the district to perform its functions and that, absent an exemption, the district would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

CERTIFICATION
Iran Divestment Act of 2012

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

By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Proposer is advised that once the list is posted on the OGS website, any Proposer seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not include on the prohibited entities list.

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

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

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

SEXUAL HARASSMENT PREVENTION CERTIFICATION

State Finance Law §139-I requires bidders on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training to all its employees and that such policy, at a minimum, meets the requirements of §201-g of the Labor Law.

By submission of this bid or RFP, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder 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 shall, at a minimum, meet the requires of §201-g of the Labor Law.

The Bidder's signature below certifies its compliance with State Finance Law §139-I.

Bidder: _____

By (signature): _____

Name: (please print): _____

Title: _____

Date: _____

This form must be signed by an authorized executive or legal representative.

If the bidder cannot make the above certification, the bidder must provide a statement with their bid detailing the reasons for this:

CONFLICT OF INTEREST DISCLOSURE STATEMENT

PLEASE COMPLETE A OR B BELOW:

- A. I do not have any affiliations or financial interests with the Dobbs Ferry Union Free School District or any employee, or board of education member.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

- B. I have an affiliation or financial interest with a Dobbs Ferry Union Free School District employee or board of education member. The affiliation or financial interest is as follows (please be specific):

Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____