REQUEST FOR PROPOSAL

CONSTRUCTION MANAGEMENT SERVICES

FOR THE 2026-2027 SCHOOL YEAR

SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT
160 VAN WYCK ROAD
BLAUVELT, NY 10913

Issued: June 4, 2026

DEADLINE FOR SUBMISSION OF PROPOSALS

Date: June 24, 2026
Time: 10:00 a.m.
Place: South Orangetown Central School District
c/o Candace Perkins - Purchasing Supervisor
160 Van Wyck Road
Blauvelt, NY 10913

SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT

PUBLIC NOTICE

REQUEST FOR PROPOSAL FOR
CONSTRUCTION MANAGEMENT SERVICES

The Board of Education of the South Orangetown Central School District invites sealed proposals for providing Construction Management Services. The Request for Proposal including forms for proposal, certification, conditions, and specifications may be obtained from the South Orangetown Central School District's Business Office – Purchasing Department at 160 Van Wyck Road, Blauvelt, New York 10913.

In all cases it must be understood that the conditions and specifications of the South Orangetown Central School District shall apply. Proposals must be received in sealed, opaque envelopes marked "Construction Management Services" and will be received until 10:00 a.m. on June 24, 2026 at the South Orangetown Business Office. The Board of Education reserves the right to reject all proposals, waive any informalities in proposals and to negotiate any portion of proposals.

Proposals will be evaluated on a weighted system established by the District for each of the categories to be reviewed. Any aspects of the service not addressed by specifications are left for the Proposer to address. Alternatives to the specifications or additions to the specifications are to be clearly identified by the Proposer.

	Category	Weight
1	Qualifications	30
2	References	25
3	Experience	30
4	Cost	15
TOTAL		100

Any public notice soliciting the proposals for services as well as any instructions provided to potential respondents to a request for proposal, shall specify all of the criteria to be used in evaluating such proposals and shall specify the weights the District has assigned to each criterion for the purpose of evaluating proposals submitted in response to the request for proposals. For this purpose no single criterion shall be weighted in excess of 50% of the total weight of all criteria to be used.

South Orangetown Central School District
Business Office
160 Van Wyck Road
Blauvelt, New York 10913
www.socsd.org

Proposer's Initials: _____

SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT

REQUEST FOR PROPOSAL - CONSTRUCTION MANAGEMENT SERVICES

The Board of Education of the South Orangetown Central School District (the "District") invites the submission of sealed proposals from Construction Management ("CM") firms ("proposers") for providing qualified Construction Management Services to the District in accordance with the requirements set forth in this Request for Proposal ("RFP") on an as-needed basis, including capital appropriation projects included in the operating budget, building condition survey, visual inspection, referendum preparation, and other District needs as indicated in this RFP. The District is interested in a pro-active and hands-on CM team that will partner with the District and the District's Architect to ensure that projects are of high quality, completed on time and on budget. It is essential that the CM proposal emphasize the firm's and the project team's experience with projects at similar New York State school districts and governed by the municipal laws of New York State.

This RFP may also be obtained as publicly posted and/or by email to cperkins@socsd.org.

Deadline for Submission of Proposals:
Hard copies of proposals must be received by the District in sealed, opaque envelopes marked "Construction Management Services" by or before 10:00 a.m. on Wednesday June 24, 2026.

Description of the School District

The South Orangetown Central School District, located in Rockland County in the State of New York, serves students from Kindergarten through twelfth grade. The District is comprised of nine (9) facilities and associated grounds. Locations are as follows:

Facilities	Location
Tappan Zee High School	16 Dutch Hill Road, Orangeburg, NY 10962
South Orangetown Middle School	160 Van Wyck Road, Blauvelt, NY 10913
Cottage Lane Elementary School	120 Cottage Lane, Blauvelt, NY 10913
William O. Schaefer Elementary School	140 Lester Drive, Tappan, NY 10983
Tappan Zee Elementary School	561 Route 9W, Piermont, NY 10968
Palisades School Building	680 Oak Tree Road, Palisades, NY 10964
Greenbush Academy	534 Western Highway, Blauvelt, NY 10913
Casey Hall	470 Western Highway, Orangeburg, NY 10913
Cooke Hall	470 Western Highway, Orangeburg, NY 10913

Please be advised that the District has a tunnel system at various locations and contractors may be required to perform work in these areas.

Proposer must abide by all Local, State & Federal guidelines and regulations.

Proposer's Initials: _____

General Information and Conditions

1. One original complete proposal must be submitted in a sealed envelope addressed as follows:

   Candace Perkins - Purchasing Supervisor
   South Orangetown Central District
   160 Van Wyck Road
   Blauvelt, NY 10913
   Request for Proposal
   Construction Management Services 2026-27

   No faxed or emailed copy of the proposal will be accepted in lieu of the original sealed proposal.

2. **Proposals submitted in conformance with this RFP will be received until Wednesday June 24, 2026** at 10:00 a.m. at the South Orangetown Central School District, Blauvelt, New York as provided above.

3. The Director of Facilities will be a conducting walk through the District buildings on **June 11th at 10am**, beginning at the South Orangetown Middle School.

4. Notice of Interest form must be filled out and returned to the address above or to cperkins@socsd.org by June 18, 2026. Form attached in Appendix section of the RFP

5. There is no expressed or implied obligation for the District to reimburse responding persons for any expenses in preparing proposals in response to this RFP.

6. The South Orangetown Central School District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance of the conditions contained in this RFP, unless any and all exceptions are clearly and expressly noted in the proposal submitted, subject to any final terms in any contract between the District and a selected proposer, if any.

7. Proposals must include original copy, and an electronic copy (sent to cperkins@socsd.org) of all pages of the RFP with each page initialed by the proposer. All proposals must be submitted on and in accordance with the forms included in this document. The proposal sheets are not to be removed from the document.

8. Where dollar sums are requested by any of the proposal forms, such sums shall be expressed in both words and figures. In a case of discrepancy between the two, the written amount will govern.

Proposer's Initials: _____

9. A proposer shall not make any stipulations on any a proposal forms or qualify its proposal in any manner. No proposal will be considered which purports to qualify, limit, amend or omit any requirement of the RFP.

10. A proposal shall include the legal name of the proposer (and any trade names) and a statement whether the proposer is a sole proprietor, a partnership, a corporation or other legal entity, and fully licensed and in good standing to do business in the State of New York, and shall be signed by the person or persons legally authorized to bind the proposer to a contract. All required signatures shall be handwritten in ink with the full name of the person executing same. Initials, stamps, photocopies or other copies, or company names may not be used in lieu of any required signature. A proposal by a corporation shall also give the State of incorporation and have the corporate seal affixed on the signature pages of each form of proposal. A proposal submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the proposer.

11. All submissions, proposals, and information submitted in response to this RFP shall become the property of and owned by the District and may be disposed of without notification.

12. The District does not intend to use an AIA Standard Form Agreement for the services to be provided by the selected proposer, but rather intends to execute the MODIFIED AIA Document C132 included as part of this RFP as **Appendix 9**. If the proposer does not agree or takes exception to any of the terms in the form of contract in Appendix 9, proposer must submit any requested deviations (addition, deletion, modification) with its proposal in the form of a backline hard copy contract edit. Otherwise, by submission of a proposal, proposer shall be deemed to have reviewed and agreed to all of the terms and conditions in the form of contract included as Appendix 9. Notwithstanding anything to the contrary in the preceding or this RFP, the District reserves the right to include additional terms in the final contract with the successful proposer and to make changes to any terms and conditions in the form of contract included as Appendix 9 in its sole discretion. In any event, the final contract shall be in a form and contain provisions acceptable to the District and will be subject to the approval of the Board of Education of the South Orangetown Central School District in its sole discretion.

13. Questions regarding this RFP and the procedures for responding, shall be directed, in writing by email, to Candace Perkins, Purchasing Supervisor South Orangetown Central School District at (cperkins@socsd.org). Answers will be provided in writing to proposers who have obtained RFP documents as an addendum, if such information is issued.

14. Prices and information required, except signature of proposer, should be typewritten for legibility. Illegible or vague proposals may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.

Proposer's Initials: _____

15. All proposals received after the deadline stated in this RFP will not be considered. The proposer assumes the risk of any delay in the mail or by means of personal delivery, the proposer assumes responsibility for having its proposal deposited on time at the place specified.

16. This RFP does not commit the District to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or to procure or contract for services. The Board of Education reserves the right to reject, without prejudice, any and all proposals submitted in response to this RFP, to request additional information from some or all proposers, to waive any informalities or irregularities, in proposals, to negotiate with any or all proposers - any portion of any proposals, to re-advertise and invite new proposals, and/or select the proposal or any portion or a proposal or multiple proposals that, in the Board of Education's sole judgment, best meet(s) the needs of the District, whether or not it is the lowest priced. No proposer shall have any legal, equitable, or contractual rights of any kind arising out of it submission of a proposal except as and to the extent that the District, in its sole discretion, may enter into a contract with a proposer that it selects.

    Award of contract occurs only when a final written contract has been fully executed following acceptance by the Board of Education. A recommendation of award does not constitute award of contract.

17. The submission of a proposal will be construed to mean that the proposer is fully informed as to the extent and character of the services, supplies, materials, or equipment satisfactorily in complete compliance with the RFP.

18. Copies of Professional Licenses held by the proposer as well as a complete business profile/resume must be submitted

19. By submitting a proposal, proposer agrees that proposer shall not in any manner discriminate in the hiring of employees or otherwise discriminate against or intimidate any employee hired for the performance of services relating to any final contract that may be awarded in relation to this RFP on account of race, creed, color, sex, sexual orientation, age, disability, or national origin.

20. The Proposer may not engage subconsultants or subcontractors, or hire others to perform all or part of the agreement, or otherwise delegate the contractor's obligations to perform under any contract that may be awarded in relation to this RFP.

21. The proposer, in the performance of the services or work, shall conform to the latest standards and requirements of the following codes and/or agencies
    - ASME Industrial Code (all applicable sections)
    - National Board / New York State for boiler repairs
    - Occupational Safety and health administration

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- Applicable governmental agency requirements

22. The proposer in performing services at the District will ensure the following requirements if awarded any contract in connection with this RFP:
    a. All personnel are to be instructed that there is to be no smoking, no liquor or drugs and no weapons in the buildings or on the grounds. Anyone found to have any of the above in their possession will be told to leave the premises immediately and will not be allowed back in the buildings.
    b. The successful proposer is responsible for providing their employees with all required safety equipment on site in awarded any contract in connection with this RFP.

ANTICIPATED PROPOSAL TIMELINE

The following is a list of anticipated key dates relating to proposals:

Request for Proposals Issued	June 4, 2026
Due Date for Notification of Interest	June 18, 2026
Due Date for Proposal	June 24, 2026
Potential Interviews	Week of June 29, 2026

SCOPE OF SERVICES:

The District is seeking a single, "full service" CM, who will coordinate and manage projects and play an active role on the District's Project Team, consisting of the CM, the District's architect ("Architect"), administration, Board member, and other member(s) deemed appropriate by the District. The CM will, alone or in some instances with the assistance of the Architect, develop schedules; analyze project construction estimates; analyze alternative designs; analyze cost models; understand labor conditions; advise on the most appropriate construction techniques; provide life cycle costing; and coordinate/communicate the activities of the District's Project Team through all phases of each project.

Program management procedures, which will be established through the CM's efforts with the District's input and approval during design phases, will allow for the integration of all design and construction phase components of any project. The CM shall strive for project delivery that is timely, cost effective and consistent with the standards set by the District.

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The scope of services that the CM is to provide during planning, pre-construction, construction, and post-construction phases of projects shall include, but not be limited to, the following:

1. Planning:

- Consult with the District regarding building programs, project budgets, time tables and bidding options.
- Provide conceptual and schematic estimates as a tool to guide project decisions.
- Collaborate with the District in defining parameters of project to assure that programming needs and budgetary constraints are aligned.
- Complete facility evaluations during planning stage.
- Create preliminary budget based upon the assessment performed by the District.
- Develop a preliminary project schedule. Milestone dates will be established and responsibilities of team members identified.

2. Pre-construction:

- Work with Architect and the District to assist in preparation of project General Conditions and creating phasing plans to be included in contract documents.
- Provide independent, in-house project cost estimates that include incidental costs and schedules at the completion of the following phases: (i) Schematic, (ii) Design Development, and (iii) Construction Document/Pre-Bid.
- Evaluate all construction options technically and in terms of costs (constructability analysis).
- Develop construction-phasing schedule to be included in contract documents.
- Review construction documents and offer recommendations prior to establishing bid date.
- In consultation with the Architect and District, sub-divide the scope of work by prime contract category to be included in the contract documents, where applicable. (Some projects may not require multiple primes.)

3. Construction Phase and Closeout:

- As required, establish and maintain an on-site office space provided by the School District.
- Provide start-up assistance.
- Notify Architect and the District of any deviation from contract documents.
- Coordinate all utility interruptions with the District.
- On-site, continue day-to-day inspection and supervision of all work in process including second shift, holiday, and weekend work.
- Ensure that contractors follow all Laws, Statutes, Codes and Regulations during construction.
- Coordinate all site stored material locations and contractor staging with Distributors.
- Coordination of all contractors' activities with the District representatives.
- Act as liaison between contractor, and the District and their designated representatives.

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- Monitor the quality of the work and verify compliance with plans and specifications. Identify poor quality and non-conforming work for correction by contractors.
- Greet, escort and log all authorized visitors to the site. Prevent unauthorized visitors from entering the site.
- Review of contractor safety procedures on an on-going basis.
- Solicit, review and approve construction schedules.
- Review and validate any time and material work.
- Review contractor payment applications for progress verification.
- Review contractor change requests and proposals and make recommendations to the Board of Education and Architect.
- Monitor construction schedules and initiate corrective actions with contractors to remain on schedule.
- Review all submittals and shop drawings for conformance with the contract documents, and maintain records of accepted and rejected submittals.
- Coordinate all shop drawings received by contractors.
- Continually evaluate project progress and recommend appropriate actions to maintain the accepted schedule. Prepare and maintain a master project schedule.
- Log and monitor all requests for information (RFI's).
- Maintain a daily log of activities on the jobsite.
- Log and maintain all project samples on site.
- Coordinate and monitor all required site and material testing during construction.
- Notify Architect in advance of required construction and testing observations to be witnessed by Architect or Engineers.
- Coordinate and chair required contractor site meetings and distribute meeting notes.
- Coordinate and chair progress meetings and distribute meeting notes.
- Prepare and present progress reports to the District in a format agreed to by both parties.
- Maintain documentation and photographs of project progress.
- Monitor the progress of all project record drawings and initiate corrective actions with contractors to keep record drawings current.
- Maintain a file of all project documentation to be given to Owner at project completion.
- Coordinate building occupancies and construction phasing to comply with the needs of the Board of Education.
- Schedule and conduct final inspections alone and with the Project Team coordinate punch list inspections. Coordinate execution of punch list items.

4. **General**: Make formal presentations to the Board of Education and various other groups (i.e., School District staff, parents, students, general public, etc.).

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TERM:
It is anticipated that the initial term of any contract entered into as a result of this RFP will be for the 2026-27 school year, with an option for the District, subject to annual review and concurrence of the Board of Education, to renew or extend the term of the contract annually, for additional successive one-year terms for up to five (5) years, at its sole discretion, contingent upon satisfactory performance and continued District need . Said options shall be deemed to have been exercised upon formal written notification from the District. If the proposer does not want an annual renewal or extension, it shall provide written notice to the District no later than sixty (60) calendar days prior to the expiration of the contract Failure of proposer to provide such a notice will be deemed to commit the proposer to an annual renewal/extension, provided the District chooses to exercise such option.

VALUE-ADDED CONSIDERATIONS
Include any relevant services or products that will be provided to the School District which are not listed in this RFP but will enhance the value of your proposal.

PROPOSAL REQUIREMENTS
The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the proposing firm seeking to provide the CM services, and the specific staff the proposing firm intends to assign to the District's projects. The substance of proposals will carry more weight than its form or manner of presentation. The proposal should demonstrate the qualifications of the firm and of the specific staff to be assigned to this engagement. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposing firm's capabilities to satisfy the requirements of the RFP.

CONTENT
Proposals will provide evidence demonstrating experience and an ability to provide the requested CM services, including, but not limited to, the proposing irm's experience as a construction manager for school districts. Prior experience as a construction manager will be a major consideration. The proposal package shall include the following items:

1. Title Page showing the RFP's subject; the firm's legal name; the name, address and telephone number of a contact person; and the date of the proposal.

2. A signed letter of transmittal that briefly states the proposer's understands the services to be provided and the work to be done, a statement why the firm believes itself to be best qualified to perform the proposed engagement and a statement that the proposal constitutes a firm offer to provide for the District the CM services. The letter shall be signed by the person or persons legally authorized to bind the proposer to a contract.

3. Firm's history including present size and in-house disciplines.

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4. State whether the proposer is a sole proprietor, a partnership, a corporation, LLC, or other legal entity.

5. Explain your management plan and how you will staff this engagement, including which staff would be on-site or at the firm's home office. Include organizational chart with staff names, references and resumes for each staff member involved in the District's project.

6. Demonstrate substantial experience in the implementation of procedures proven to be effective for timely completion of projects within the established budget and show methods effectively used to monitor actual vs. anticipated progress in regards to cost and schedule. Include the experience of the specific staff the firm intends to assign to the District's projects.

7. List the firm's current projects including: client's name, architect of record, contract amount, total project amount, type of contract, completion dates, and brief description of the project's scope of services and status.

8. Describe the firm's financial and staff capability.

9. Describe the firm's experience in the immediate geographic area of the District facilities and grounds , as well as the experience of the specific staff the firm intends to assign to the District's projects.

10. Describe the firm's experience with the NY State Education Department requirements, as well as the experience of the specific staff the firm intends to assign to the District's projects.

11. Description of the ten (10) latest projects, regardless of size or type. Include client's name, architect of record, contract amount, total project amount, type of contract, date of completion, and brief description of the project's scope of services and status.

12. What was the total construction cost by year for work your firm was construction manager for the past five (5) years, and list the percent that was for school construction?

13. Demonstrate experience in representing the District's interest in avoidance and resolution of construction claims, as well as the experience of the specific staff the firm intends to assign to the District's projects.

14. Provide three (3) references for similar New York school districts which substantiate the proposer's and its staffs' capacity and qualification as a construction manager of record.

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15. Disclosure and description of any litigation and/or disciplinary proceedings pending against the firm or the members of the firm in any jurisdiction or whether discipline has been previously imposed against you in any jurisdiction. If discipline has previously been imposed, state the date, jurisdiction, nature of the ethics violation and the penalty imposed. If litigation and/or proceedings are pending, specify the jurisdiction, the charges and the likely time of their disposition.

16. Disclosure and description of any litigation initiated by the firm or the members of the firm in any jurisdiction. If the litigation is pending, specify the jurisdiction, the charges and the likely time of their disposition.

17. Disclosure and description of any arrests or convictions against any members of the firm.

FEES:

List your fee structure, including the hourly rates for each of the CM's personnel, so that the cost of services can be determined by the District, including an itemized list of all reimbursable cost items anticipated and not included in the fee. If different levels of service are to be provided, the fee statement should clearly indicate the anticipated level of staffing and what the fee is for the level of service proposed.

INSURANCE REQUIRMENTS (FOR ANY CONTRACT FOR A SUSSESSFUL PROPOSER)

Prior to the beginning of any CM services, or at the time of execution of any contract relating to this RFP, whichever occurs first, the successful CM proposers(s) shall establish, maintain, and keep in force policies for the following minimum insurance coverage until the completion or earlier termination of any contract with the District, and for such longer time as specified herein (reference in the following insurance provisions to "the Agreement" shall mean any final written agreement signed by the District/Board of Education, in its discretion, in connection with the award of a contract to a successful proposal in connection with this RFP). NOTE – DUE TO THE SPECIFIC CIRCUMSTANCES OF ANY PARTICULAR CAPITAL PROJECT, NOTWITHSTANDING THE IDENTIFICATION OF MINIMUM LIMTS BELOW AND IN THE CONTRACT FORM IN APPENDIX 9, THE DISTRICT RESERVES THE RIGHT TO REQUIRE CM TO PROCURE INSURANCE WITH LIMITS IN EXCESS OF SUCH MINIMUM LIMITS FOR ANY PARTICULAR PROJECT.

1. **Commercial General Liability**, including Contractual, Premises Operations, Products and Completed Operations, Independent Contractors/Vendors, and Personal Injury and Property Damage with policy limits of not less than ($2,000,000.00) for each occurrence and ($4,000,000.00) in the aggregate for bodily injury and property damage.

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2. **Automobile Liability** covering vehicles owned, hired and borrowed and non-owner vehicles used by the Construction Manager with policy limits of not less than ($1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

3. **Excess or Umbrella Liability** insurance in a form at least as broad as the Commercial General Liability and Automobile Liability and Employers Liability coverage forms required by this Agreement with limits no less than the following: Combined Single Limit (Bodily Injury and Property Damage) $5,000,000.00 each occurrence; $5,000,000.00 aggregate.

4. **Workers' Compensation and NYS Disability** at statutory limits and **Employers Liability** at statutory limits.

5. **Professional Liability** covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ($3,000,000.00) per claim and ($3,000,000.00) in the aggregate. Professional Liability coverage shall remain in effect for three (3) years following the term or completion or earlier termination of the Agreement.

6. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to name **"The South Orangetown Central School District, its Board of Education, Administrators, Officers, Employees, and Agents" as an additional insured** (and any other persons or entitles identified by Owner to be included as additional insured) for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. All polices and additional insured coverage (except for professional liability) shall be occurrence-based; shall be "primary" and non-contributing to any insurances (or self-insurance), including any deductible, maintained by, or provided to Owner or the other additional insureds; and shall contain a Waiver of Subrogation in favor of Owner and the other additional insureds, so that in no event shall the insurance carriers have any right of recovery against Owner or the other additional insureds, their agents or employees; and shall contain a separation of insured provision (severability of interest clause). If the Owner or another additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. Professional liability insurance shall be on a *'Claims Made' Basis.*

7. The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.

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8. Insurance policies required by this Agreement shall be written by a carrier licensed to do business in the State of New York with a Financial Strength Rating of at least "A" and a Financial Size Category of at least "VIII" in *A.M. Best's Key Rating Guide*.

9. Insurance shall be provided at the Construction Manager's expense as part of the Fee for Basic Services and shall not be charged directly to Owner as a Reimbursable Expense.

10. If requested in writing Construction Manager shall provide certified, full and correct copies of any of its insurance policies required by this Agreement, including, without limitation, its professional liability insurance policy or policies, within three (3) days following demand therefore.

11. In the event that any of the insurance coverage to be provided by the Construction Manager to the Owner contains a deductible or self-insured retention, the Construction Manager shall indemnify and hold the Owner, and any additional insured harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of the Construction Manager.

12. The minimum insurance coverage shall be maintained for the entire duration of the Project. In the case of Professional Liability Insurance, coverage shall continue for a period of three (3) years after Substantial Completion of the entire Project. The Owner shall be notified by the Construction Manager or its insurance carrier at least 30 days prior to any material change to or cancellation of any of insurance coverage.

13. Prior to commencing any services on the Project or execution of this Agreement, whichever occurs first, the Construction Manager or its insurance carrier shall provide a Certificate(s) of Insurance (COI) evidencing compliance with all requirements for insurance coverage as indicated in this Agreement and any and all endorsements (including but not limited to the additional insured endorsement) or riders thereto (all in form and substance reasonably satisfactory to Owner). Each COI shall set forth the type and amount of insurance, the number of the policy, the date coverage under the policy begins and the date that coverage expires. The COI shall be submitted to Owner for review and acceptance. For the duration of the Agreement and the Project, the Construction Manager or its insurance broker/carrier shall provide updated COI's to evidence renewals or other changes to insurance policies or coverage. Additionally, a COI shall be provided, and updated annually, that evidences that the required Professional Liability coverage is in place for at least three (3) years following Substantial Completion of the Project. This obligation shall survive the completion or expiration or earlier termination of the Agreement.

14. The Construction Manager shall require all of its Subconsultants to maintain the insurance required by this Agreement, including, without limitation, Professional Liability insurance, with the same coverage as set forth above for the Construction

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Manager and in accordance with the same terms and conditions as required of the Construction Manager. The Construction Manager shall certify to Owner that its Subconsultants are in compliance with the insurance requirements under this Agreement. Owner must approve, in writing, any insurance coverage for a Subconsultant in an amount less than required. Such approval is at Owner's sole discretion. Subconsultant insurance certificates and certified complete copies of insurance policies shall be provided upon request by Owner. Failure to adhere to these requirements will be considered a material breach of this Agreement.

15. Upon written request of Owner, Construction Manager shall provide, or shall cause to be provided, information on the status of aggregate limit erosion.

16. No act or omission of any insurance agent, broker, or insurance company representative shall relieve Construction Manager of any of its obligations under this Agreement.

17. By requiring such minimum insurance, Owner shall not be deemed or construed to have assessed the risk that may be applicable to the Construction Manager for this Project or under this Agreement. The Construction Manager shall assess its own risks and if deemed to be appropriate and/or prudent, should maintain higher limits and/or broader coverage than that stipulated above. The Construction Manager is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The specification of any minimum limits of insurance in this Agreement shall not act as any limitation on Owner's ability to recover the full amount of available insurance proceeds maintained by Construction Manager, and Construction Manager shall have an obligation to ensure that its insurance policies contain no such restriction.

18. Acceptance and/or approval by Owner of the insurances herein shall not be construed to relieve Construction Manager from any obligations, responsibilities, or liabilities under the Agreement. Owner, by requiring the Construction Manager to purchase insurance, shall not be deemed to have waived Owner's right to bring any action, to the fullest extent permitted by law, for any loss which may be covered, completely or in part, by that insurance. Nor shall the fact that insurance is obtained for certain risk be deemed to release, relieve or diminish the liability of the Construction Manager. The damages recoverable by Owner in any claim or action shall not be limited by the amount of coverage specified in any insurance policy or policies but shall be the total amount of damages recoverable as set forth in the Agreement or at law, whichever is greater.

Proposer's Initials: _____

EVALUATION OF PROPOSALS

The District will evaluate the proposals based upon the information supplied by the proposers. Proposals will be evaluated on a weighted system established by the District for each of the categories to be reviewed. Criteria for evaluations will include:

	Category	Weight
1	Qualifications of the proposing firm and key personnel and staff (including depth and extent of overall resources that can be utilized for the District [resumes of staff intended to provide services must be included in the proposal], and financial stability of the proposer – including outstanding claims, liabilities, and litigation)	30
2	References	25
3	Experience (including knowledge and experience with NYSED procedures regarding construction projects and other state and federal laws affecting the operations of school districts)	30
4	Cost	15

The above categories include, without limitation, the following:

a. Previous experience of the construction management firm, the specific staff the firm intends to assign to the District's projects, and consultants with similar projects. Particular attention will be paid to previous work involving educational facilities, awards or commendations, cost effective performance, and demonstrated ability.

b. Level of client satisfaction determined from supplied references.

c. Experience in the immediate geographic area.

d. Experience and qualifications of the professional staff expected to be assigned to this project.

e. Capability of the proposer and subconsultants to effect the progress and completion of construction work, taking into consideration size of staff, current workload, in house staff capabilities and the like.

f. Proposed methodology and demonstrated understanding of the District needs, including the need for a team effort with the District and other construction professionals.

The above criteria and the other requirements in this RFP are intended to be non-restrictive for the purpose of obtaining participation of qualified professionals and general uniformity in the

Proposer's Initials: _____

manner of submission of proposals. The District's determination of the proposer that is most advantageous to the goals and objectives of the District shall be final and conclusive.

From the proposals received, the District will select a short list. The short list of proposers will be requested, at the District's discretion, to provide an interview with the Board of Education and administration. Each subconsultant proposed or anticipated to be used by the proposer shall have representation at the interview. It is anticipated that interviews may be held the week of **June 29, 2026**. Not all proposers may be asked to make such oral presentations. During the evaluation process, the District reserves the right, among others, where it may serve the District, to request additional information or clarifications from proposers, or to allow corrections, modifications, or omissions from proposals.

The proposer acknowledges that there will be no cost to the District pertaining to the submission of its proposal and the District has the right to reject any and all proposals, so that ,in its opinion, the best interest of the District will be promoted.

MISC. GENERAL TERMS

FUNDING

All School District expenditures are subject to appropriation of funds. Therefore, the District reserves the right to discontinue the RFP process and services if funding is not available.

PROPOSERS' EXPENSES

Proposers are solely responsible for their own expenses in preparing a proposal and subsequent negotiations with the School District.

LIABILITY OF ERRORS

While the School District has used considerable efforts to ensure an accurate representation of information in this RFP, all prospective proposers are urged to conduct their own investigations into the material facts and the School District shall not be held liable or accountable for any error or omission in any part of this RFP.

FINANCIAL STABILITY

The successful proposer(s) must demonstrate financial stability and the School District reserves the right to conduct independent background checks to determine the financial strength of any and all organizations or individuals submitting proposals.

NEGOTIATION DELAY

If a contract cannot be finalized within thirty (30) days of notification of intent to award a contract pursuant to this RFP, the District may, without limitation, terminate negotiations with that proposer(s) and negotiate a contract agreement with another proposer(s) of its choice.

Proposer's Initials: _____

GOVERNING LAW

This RFP shall be governed by and in accordance with the laws of the State of New York without giving effect to its conflict of laws provisions.

AMENDMENTS TO RFP

Any verbal information obtained from or statements made by the representative of the District or any designee thereof shall not be construed as, in any way, amending the RFP documents. Only such corrections or addenda that are issued in writing to all proposers by the District shall become a part of the RFP. Any addendum issued during RFP process shall be included in the RFP response.

CONFIDENTIALITY AND SECURITY

By submission of a proposal, proposer agrees to maintain security standards consistent with security policy of the District. These policies include strict control of access to data and maintaining confidentiality of information gained during the RFP process or any services provided by the successful proposer(s). The successful proposer(s) will be required to ensure that all personnel employed in relation to any services provided to the District (including subconsultants)t, which require access to School District information or facilities, meet the criteria for personal security clearance prescribed by the School District.

Proposers should be aware that pertinent facts relating to their proposals, excluding information expressly identified in a proposal as “trade secrets” or “proprietary information”, could potentially be released by the District to the public.

The District is subject to New York State’s Freedom of Information law (FOIL). Should your submission to this RFP contain “trade secrets” or other information that the disclosure of which could reasonably be expected to be harmful to business interests, you must ensure that such information is clearly identified and marked as such. Identification must be specific by item or paragraph.

Marked information will be treated as Confidential Third Party Information. Should marked information be the subject of a request under FOIL, you may be requested either to consent to the request, or make representation explaining why the information should not be disclosed.

Unpublished information pertaining to the School District or its employees, Board of Education, or contractors or vendors obtained by proposer as a result of participation in this RFP is confidential and must not be disclosed without written authorization from the District.

Proposer’s Initials: _____

South Orangetown Central School District
School Business Office
160 Van Wyck Road
Blauvelt, New York 10913

Appendices and RFP Forms

Proposer's Initials: _____

APPENDIX 1

NOTICE OF INTEREST

RFP –Construction Management Services 26-27

Please complete and return this confirmation form by June 18, 2026 to:

Candace Perkins
Purchasing Supervisor
South Orangetown Central School District
160 Van Wyck Road
Blauvelt, NY 10913
Telephone: 845-680-1039
E-Mail: cperkins@socsd.org

Failure to return this form may result in no further communication or addenda regarding this Proposal.

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Person: _____

Phone Number: _____ Fax: _____

E-Mail Address: _____

I have received a copy of the above noted proposal.

_____ We will be submitting a proposal.

_____ We will not be submitting a proposal.

If you are responding that you are not submitting a proposal, please explain:

_____

_____

_____

Proposer's Initials: _____

APPENDIX 2

Vendor Information

Corporation name: _____

Name(s) of officers: _____

Contact Name and Title: _____

Address: _____

Telephone #: _____ Fax #: _____

Email: _____

Website: _____

Proposer's Initials: _____

SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT

APPENDIX 3

References

Vendor : _____

EXPERIENCE

Name of Public School	Dates of Service	Contact Name	Telephone	E-mail
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Other Schools /Public Contracts	Dates of Service	Contact Name	Telephone	E-mail
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Bank Reference(s)	Contact Name	Telephone	E-mail
_____	_____	_____	_____
_____	_____	_____	_____

_____ _____

Signature **Date**

** Use additional pages if necessary

Proposer's Initials: _____

APPENDIX 4

THIS FORM MUST BE SIGNED AND NOTARIZED**SUBMIT WITH PROPOSAL

Affidavit

_____, being duly sworn, deposes and says, that as an owner/officer of

_____:

I hereby further represent to the South Orangetown Central School District that (check any that apply)

_____ (A) The criminal history check will reveal that the owners/officers of this corporation have no criminal history.

_____ (B) The criminal history check will indicate that any of the owners/officers have been convicted of a crime.

_____ (C) The criminal history check will indicate that any of the owners/officers have a pending criminal charge

_____ (D) The corporation and or officers/owners have had any lawsuits filed against them

_____ (E) The corporation and or officers/owners have any pending lawsuits filed against them

If any of the above (B-C) were checked, I hereby provide the following details explaining my answer. Include at the minimum, the date(s) of conviction(s) and /or charge(s); for what crime(s) you were convicted or charged with; the jurisdiction(s) by which you were convicted or charged.

_____

_____

_____

_____

Proposer's Initials: _____

If any of the above (D-E) were checked, I hereby provide the following details explaining my answer. Include at the minimum, the date(s) the lawsuit(s) was filed; the reason for the lawsuit(s); the jurisdiction(s) where the lawsuit(s) was filed and the outcome(s) of the lawsuit(s).

_____

_____

_____

I understand that my completion and submission of this Affidavit is just one part of the bidding process. I certify that my statements in this Affidavit and in any explanatory enclosures are, to the best of my knowledge and belief, true and correct, and that any omission and/or misstatement of any material fact(s) may cause the District to: (A) reject the submission of this bid, (B) revoke any award of contract from the Board of Education; and/or terminate the contract and any fees pending.

Subscribed and sworn to before me

this _____ day of _____, 202_ _____
(Person, Firm, or corporation)

_____ _____
Notary Public (Authorized Signature)

Commission Expires_____

Proposer's Initials: _____

APPENDIX 5

CONFLICT OF INTEREST CERTIFICATION

THIS FORM MUST BE SIGNED AND NOTARIZED

Name of Proposer _____

Business Address _____

Telephone Number _____ Date of Proposal _____

The proposer above mentioned declares and certifies:

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

Second — That this proposal is made without any previous understanding, agreement or connection with any other person, firm, or corporation making a proposal 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 South Orangetown Central 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 proposal or in the supplies, materials, equipment, work, or services to which it relates, or in any portion of the profits thereof.

Fourth — That said proposer has carefully examined the instructions, schedules, and specifications prepared under the direction of the board of Education, and will, if successful in this proposal, 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 following non-collusive proposal certification applies to this proposal.

Subscribed and sworn to before me

this _____ day of _____, 2026

_____
(Person, Firm, or corporation)

_____
Notary Public

_____
(Authorized Signature)

Proposer's Initials: _____

SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT

APPENDIX 6

NON-COLLUSIVE PROPOSAL CERTIFICATION

THIS FORM MUST BE SIGNED AND NOTARIZED

Section 103-d, General Municipal Law. 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 bidders and affirmed by such bidder as true under the penalties of perjury,

a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of any joint bid each party thereto certified as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
   1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with another bidder or with any competitor,
   2. Unless otherwise required by law, the prices which have been quoted in this bid 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; and
   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. Any 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 shall so state and furnish with the bid a signed statement which sets forth in detail the reason therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid 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 is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

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 subdivision one of the section, shall be deemed to include the signing and submission of the bid and the inclusion as the act and deed of the corporation.

Subscribed and sworn to before me

this _____ day of _____, 2026 _____

(Person, Firm, or corporation)

_____ _____

Notary Public (Authorized Signature

Commission Expires_____

Proposer's Initials: _____

APPENDIX 7

HOLD HARMLESS AGREEMENT
THIS FORM MUST BE SIGNED AND NOTARIZED

Without limitation to any other obligations of defense and/or indemnity on the part of the proposer ("Construction Manager") under any final written contract signed by the District/Board of Education in its discretion (if a contract is awarded to the proposer in connection with this RFP) or applicable law, and in addition thereto, to the fullest extent permitted by law, the Construction Manager shall defend, indemnify and hold harmless the South Orangetown Central School District, and its Board of Education, officers, administrators, and employees ("the Indemnified Parties") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the submission of a proposal in response to this RFP and/or performance of services under any final written contract signed by the District/Board of Education in its discretion (if a contract is awarded to the proposer in connection with this RFP), provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Construction Manager, a subconsultant, or anyone directly indirectly employed by them or anyone for whose acts they may be liable regardless of whether or not such claim, damage, loss or expense is caused in part by any Indemnified Parties. Notwithstanding the preceding, Construction Manager shall not be obligated to defend and/or indemnify any Indemnified Parties to the extent contrary to the laws of the State of New York. Construction Manager's obligations hereunder shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist in favor of any of the Indemnified Parties hereunder and are in addition to any other obligations of defense and/or indemnity provided elsewhere in this Agreement or by law. The obligations in this Hold Harmless Agreement shall survive the submission of any proposal per this RFP, the award of any contract per this RFP and/or the termination of any such proposal or contract.

Subscribed and sworn to before me

this _____ day of _____, 2026 _____
(Person, Firm, or corporation)

_____ _____
Notary Public (Authorized Signature)

Commission Expires_____

Proposer's Initials: _____

APPENDIX 8

IRAN DIVESTMENT ACT OF 2012 CERTIFICATION FORM

THIS FORM MUST BE SIGNED AND NOTARIZED

In order to be considered a responsible proposer, 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. Such statement may be submitted electronically pursuant to General Municipal Law §103(1).

Entities that cannot make this certification may only be awarded the proposal 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 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 state finance law.

Subscribed and sworn to before me

this _____ day of _____, 2026 _____
(Person, Firm, or corporation)

_____ _____
Notary Public (Authorized Signature

Commission Expires_____

Proposer's Initials: _____

APPENDIX 9

FORM OF CONTRACT

SEPARATE FILE

*** LOCATION FOR PROPOSER'S INITIALS ON APPENDIX 9 : TOP RIGHT CORNER OF EACH PAGE ***

Proposer's Initials: _____