

**PELHAM UNION FREE SCHOOL DISTRICT
BUSINESS OFFICE
314 Pelhamdale Avenue
Pelham, NY 10803
Phone 914-738-9140 Fax 914-738-2384**

REQUEST FOR PROPOSAL:
CONSTRUCTION TESTING & SPECIAL INSPECTION SERVICES
2025 CAPITAL IMPROVEMENT BOND PROJECT (PROPOSITIONS 1 & 2)

Release Date: June 28, 2026
Proposals Due: July 20, 2026 @ 11:00 AM

**PELHAM UNION FREE SCHOOL DISTRICT
Administrative Offices
Pelham, New York
Attention: James Hricay, Business Official**

Pelham Union Free School District
Business Office
314 Pelhamdale Avenue
Pelham, NY 10803

NOTICE TO PROPOSERS
CONSTRUCTION TESTING & SPECIAL INSPECTION AGENCIES

The Board of Education of the Pelham Union Free School District is issuing this Request for Proposals (RFP) for the selection of a construction inspection and testing agency in connection with certain capital improvement projects to be undertaken within the Pelham Union Free School District's facilities at Colonial Elementary School, Prospect Hill Elementary School, Pelham Memorial High School, Pelham Middle School, and Siwanoy Elementary School.

The successful agency will be required to perform all necessary inspections and tests required in connection with the capital improvements including inspections and testing required by laws, ordinances, rules, regulations, or order of public authorities, the General Conditions of the Contract for Construction and the plans and specifications for each project. You are invited to submit proposals in accordance with this RFP.

Proposals will be received until 11:00 a.m. on July 20, 2026 at the Pelham Union Free School District, Business Office, 314 Pelhamdale Avenue, Pelham, NY 10803, Attention James Hricay, Assistant Superintendent for Business. Proposal forms may be obtained at the aforementioned office. The Pelham Union Free School District reserves the right to reject any proposal or to accept part of any proposal.

By: Pelham Union Free School District
District Clerk

I. ABOUT THIS RFP:

The District's voter-approved 2025 Capital Bond Project consists of multi-year phased improvements across multiple occupied school facilities, including Proposition 1 districtwide infrastructure improvements and Proposition 2 Siwanoy Elementary School expansion and renovations.

1. Proposition 1 – Districtwide Infrastructure Improvements at Colonial Elementary School, Prospect Hill Elementary School, Pelham Memorial High School, and Pelham Middle School. Scope includes heating system replacement from steam to hydronic, central air conditioning installation at elementary schools, roof replacement and repairs, exterior masonry restoration, and window replacement.
2. Proposition 2 – Siwanoy Elementary School Expansion & Renovations. Scope includes a two-story classroom addition, new cafeteria construction, ADA accessibility upgrades including elevators and ramps, full building infrastructure upgrades, and interior renovations and reconfiguration.

Special Inspection Agency Requirements

The Special Inspection Agency must be approved and meet all applicable requirements of NYSED, the New York State Uniform Code, and all other authorities having jurisdiction. All equipment used must be adequate to perform required tests and all employed personnel must be experienced, certified, and educated in conducting, supervising, and evaluating tests and/or inspections. Please review the attached Special Inspector Minimum Qualifications prior to submitting a proposal. Proof of qualifications must be submitted to the Owner as part of the proposal.

All inspections must be documented with reports indicating that all work was done in conformance to approved construction documents, and be furnished to the Owner, its designee, Construction Manager (Triton Construction), and Architect (KG+D Architects PC). Any discrepancies must be documented appropriately and reported, and corrections must also be documented and reported to the Owner, its designee, Construction Manager, and Architect. Non-compliant work must be reported within 24 hours, weekly reporting is required for all inspections, and final certification shall be provided for project closeout.

II. PROJECT SCHEDULE

The overall program is anticipated to proceed as follows: Design Start: June 2025; Construction Start: Summer 2026; Substantial Completion: 2029; Final Completion: February 2030. Work will occur in active, occupied school environments, requiring responsive inspection scheduling and coordination.

3. Phase 1 (Summer 2026 – Summer 2027): Colonial ES and Prospect Hill ES roofing and masonry work, with initial HVAC system work.
4. Phase 2 (2027–2028): Continued HVAC and window replacement at elementary schools; Siwanoy Addition construction begins in Spring 2027.
5. Phase 3 (2028–2029): Siwanoy addition completion, major renovation and interior work; PMHS and PMS roofing, windows, and HVAC upgrades.
6. Final Phase (2029–2030): Districtwide HVAC commissioning and project closeout.

III. SCOPE OF SERVICES:

The successful proposer shall provide the Pelham Union Free School District with construction testing and special inspection services in connection with the 2025 Capital Improvement Bond Project (Propositions 1 and 2).

- a. Soils and compaction testing.
- b. Concrete testing, including field and laboratory testing.
- c. Reinforcing steel inspections.

- d. Structural steel inspections and non-destructive testing, including ultrasonic, magnetic particle, and dye penetrant testing.
- e. Masonry inspections and testing.
- f. Fireproofing inspections.
- g. Asphalt and pavement testing.
- h. Curtain wall/window system observation, as required.

Due to new construction at Siwanoy Elementary School, enhanced services shall include footing and foundation inspections, structural framing inspections, slab-on-grade and elevated slab testing, ADA-related construction verification, and comprehensive special inspections required by the IBC and New York State requirements.

The selected firm shall provide all labor, materials, equipment, and supervision required to perform the required construction testing and special inspection services, including but not limited to the following:

1. Periodic inspections and testing in accordance with the contract drawings, plans, specifications and as required by the Building Code of New York State, applicable code, law, rule, regulations or order of public authority and as set forth in the General Conditions of the Contract for Construction. . All inspection activities are to be supervised by a NY State Licensed Professional Engineer. Simultaneous inspections shall be performed by the same inspector on a given day, i.e., compaction, rebar, and concrete testing, certified in each discipline.
2. Footing bottom inspections.
3. Inspection, sampling and testing of soil, compaction/backfilling by a soil technician.
4. Reinforcing steel, formwork, anchor bolt, and insert inspection by an ICC or ACI Concrete Construction Specialist.
5. Concrete testing (compressive strength, slump, temperature, air content, etc.) by an ACI Field Testing technician- Grade I. Laboratory Concrete testing (compressive strength, etc.) by an ACI Concrete Laboratory Technician.
6. Fireproofing inspection:
 - a) Density / adhesion /cohesion /thickness / review of product data sheets
7. Masonry inspections by an ACI Masonry Field Technician for field verifications and ACI Masonry
8. Laboratory Technician for laboratory tests:
 - a. Material verification / plumbness / proper placement procedures
 - b. Reinforcement verification
 - c. Mortar strength / grout compressive strength
9. In-place testing of asphalt thickness, surface smoothness and density. Verify height of traffic-calming devices.
10. Structural Steel Inspections by the appropriate ICC certified Inspector (“Steel and Bolting” or “Welding”). Multi- pass fillet welds, penetration welds and other welds as called out by the Architect or Engineer of Record shall be Non-Destructive Tested (NDT) by an AWS Certified Welding Inspector:
 - a. Plumbness, alignment and erection.
 - b. High strength bolts/torque.
 - c. Welds, certifications

- d. Review mill certifications and steel fabrication.

11. Special Inspection Notes:

- a. Written reports are to be provided for each day's work; signed and sealed by a NY Licensed Professional Engineer.
- b. Copies of all special inspection reports shall be provided to the Architect and Owner's Representative/Construction Manager on a weekly basis. Any inspection/ report that indicates a failure or a deviation from the contract documents shall be provided to the Architect and Owner's representative immediately within (24 hours of the inspection).
- c. The testing agency shall be required to maintain a special inspection book. The book shall be a three-ring binder which contains copies of all inspection reports. At the completion of the project (3) complete copies of the inspection report book shall be turned over to the Owner.
- d. All inspection reports shall include the date of the inspection, the specific location where the inspection was conducted and that the work inspected was done in conformance with the construction documents or shall be corrected, along with all other pertinent information.
- e. Where fabrication of a structural assembly is being performed on the premises of a fabricators shop, special inspections shall be required.
- f. Grade and mill test reports are required for main stress carrying steel elements.
- g. Prior to the placement of fill, the special inspector shall determine that the site has been prepared in accordance with the contract documents.
- h. During fill placements and compaction, the special inspector shall determine that the material being used, the maximum lift thickness and the in place dry density comply with the contract documents.
- i. Special inspections are required for sprayed fire-resistant material being applied to structural elements and decks, including thickness, density, and bond strength.
- j. The School District has title to this property and the right of entry for these inspections.
- k. An electronic correspondence platform, such as Procore, will be utilized. The selected firm will be required to upload inspection and testing reports to the platform within 24 hours of the inspection or test being performed.

IV. AVAILABILITY REQUIREMENTS

- 1. The successful proposer shall have an inspector on site within one (1) day/24-hours' notice. The Construction Manager and/or the Prime Contractor may coordinate site visits with the testing laboratory.
- 2. Cancellation of an inspection shall occur by 4:00PM the day prior to the scheduled inspection. The School District shall not be responsible for payment for cancelled inspections or any cancellation fees. In the event of inclement weather or other unforeseen circumstances that bars completion of or occurrence of the inspection, the School District shall not incur fees associated with cancellation or rescheduling.
- 3. Cancellation of an inspection (after inspector is on site) due to inclement weather, will be billed for the time actually spent on site providing services.

V. MEETINGS

The successful proposer must attend coordination meetings with the Owner, Architect, Structural Engineer, Public Authorities, Construction Manager, and Contractors as may be necessary.

VI. INSURANCE REQUIREMENTS

At the time of the proposal submission, the proposer will include a certificate of insurance. The Proposer agrees to indemnify, defend and hold harmless the School District, Architect and Construction Manager and their respective Board of Directors, Board of Education, officers, shareholders, directors, trustees, agents, consultants, and employees (the "Indemnities") from any claim, damage, liability, expense or loss including reasonable attorneys' fees and other costs, except for gross negligence or willful misconduct of the School District, Architect or Construction Manager or their respective Board of Directors, Board of Education, shareholders, officers, directors, trustees, agents, employees, or consultants, or breach of the Agreement that results from this RFP.

Without in any way affecting the indemnities herein provided and in addition thereto, the Proposer shall secure and maintain throughout the Agreement the following types of insurance:

The policy naming the District as an additional insured shall:

- a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed and admitted to conduct business in New York State. A New York licensed and admitted insurer is required.
- b. State that the proposer's coverage shall be primary and non-contributory coverage for the District including a waiver of subrogation in favor of the District for all coverages including Workers Compensation.
- c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extended coverage to the District for on-going operations (CG 20 38 or equivalent) and products and completed operations (CG 20 37 or equivalent). A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability, and Umbrella/Excess coverage.
- d. At the District's request, the proposer awarded a contract 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 contractor will provide a copy of the policy endorsements and forms.
- e. There will be no coverage restrictions and/or exclusions involving New York State Labor Law statutes or gravity related injuries.

No policies containing escape clauses or exclusions contrary to the Owner's interests will be accepted.

- Comprehensive General Liability Insurance:
 - = **\$1,000,000 Each Occurrence & \$2,000,000 General Aggregate**
 - = **\$2,000,000 Products and Completed Operations**
 - = **\$1,000,000 Personal and Advertising Injury**
 - = **\$100,000 Fire Damage**
 - = **\$10,000 Medical Expense**
- Owners Contractors Protective (OCP) Insurance

For projects greater than \$1,000,000 and/or work over 1 story (10 feet);

 - = **\$2,000,000 per Occurrence/\$4,000,000 Aggregate with the District as the Named Insured.**
- Automobile Liability Insurance:
 - = **\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.**
- Workers' Compensation Insurance.

Statutory Workers' Compensation (C-105.2 or U-26.3);

- Professional Liability:
= **\$1,000,000 Combined Single Limit.**
- Testing Company Errors & Omissions Insurance
= **\$1,000,000 per Occurrence/\$2,000,000 Aggregate**
For inspection, testing and other professional acts of the contractor performed under the contract with the School District.
- Umbrella/Excess Liability:
= **\$5,000,000 per Occurrence/\$5,000,000 Aggregate.**
- Waiver of Subrogation

All insurance policies, except Workers Compensation, shall contain primary and non-contributory language, and additional insured endorsements naming the School District, Construction Manager, Architects & Engineers as an 'Additional Insured'.

VII. SUBMISSION OF PROPOSALS

Respondents should submit an original and three (3) copies of their proposal. Proposals must be sealed in manila envelopes, including the following title on the front of each package: **"PROPOSAL FOR CONSTRUCTION TESTING AND INSPECTION SERVICES"**. Proposals must be sealed. Proposals must be received no later than:

Monday, July 20, 2026 @ 11:00 AM
Attention: James Hricay, Business Official
PELHAM UNION FREE SCHOOL DISTRICT
Business Office
314 Pelhamdale Avenue
Pelham, NY 10803

PLEASE NOTE: Proposals will not be publicly opened and read aloud.

Right to Reject Proposals:

This RFP does not commit the School 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 School District intends to award a contract on the basis of the best interest and advantage to the School District, and reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified proposers, or to cancel this RFP in part or in its entirety, if it is in the best interest of the School District to do so. No proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the School District, in its sole discretion, shall enter a contract with the proposer that it selects as the successful vendor.

Proposal Content:

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the proposer seeking to provide the services of Construction Inspection and Testing. The proposal should demonstrate the qualifications of the proposer and of the staff to be assigned to this engagement. While additional information may be presented, the following subjects listed below represent the criteria against which the proposal will be evaluated and must be included:

1. Title Page showing the RFP's subject; the proposer's name; the name, address, and

- telephone number of a contact person; and the date of the proposal.
2. Signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work for the duration of the project(s), a statement why the proposer believes it to be best qualified to perform the service, submission of a proposal shall be a firm offer to provide the requested services.
 3. A brief narrative detailing the proposer's history including location, size, and date of inception.
 4. Describe the proposer's experience and expertise in providing Construction Inspection and Testing services to school districts.
 5. Names, resumes and copies of required licenses of personnel to be assigned to the school district, including the partner(s) in charge. Briefly state the experience they have in representing School Districts. It is fully expected that the personnel indicated will be those assigned.
 6. Three (3) references from either other School Districts or governmental agencies, including a contact name, title and phone number.
 7. An affirmation that there are no conflicts of interest between the proposer and the School District
 8. Disclosure and description of any disciplinary proceedings pending against the proposer or any of its employees in any jurisdiction or whether discipline has been previously imposed against in any jurisdiction.
 9. Assurance of ability to provide executed copies of the Certificates of Insurances.
 10. A completed Non-Collusive Certification
 11. A completed Non-Collusive Resolution (Required for Corporations)
 12. A completed proposer Warranties
 13. A completed and Notarized Hold Harmless Agreement
 14. A completed and Notarized Iran Divestment Act Certification
 15. The completed Dollar Cost form- **The Dollar Cost form will have Travel costs included in the unit pricing.**
 16. Sexual Harassment Prevention Policy & Training Certification Form

Information

Questions concerning the RFP and the procedures for responding should be directed to:

John Hansen
Triton Construction
jhansen@tritonconstruction.net
With copy to: James Hricay, Pelham UFSD

or,

Sarah Davis
KG+D Architects PC
Tel: 845-615-0350

with a copy to:

James Hricay
Business Official, Pelham Union Free School District
Tel: 914-738-9140
jhricay@pelhamschools.org

VIII. EVALUATION PROCEDURES

These proposals are being solicited through a fair and open process. Applicants who are willing to provide the described services as requested above, shall be evaluated based on experience and qualifications as set forth in the criteria described below. For the selection of the finalist, the written proposals will be reviewed based on the following:

- a. General experience in the field.
- b. References.
- c. Qualifications and experience which most closely match the needs of the District.
- d. Satisfaction of proposal requirements.
- e. The competitiveness of applicant's fee structure.

IX. CONTRACT DOCUMENTS PROVIDED:

Project Documents:

It is encouraged that proposers obtain and review a copy of the Project's Design Documentation from the District's Architect. Plans and Specifications may only be complete for a certain stage of the project by the time of award for this contract. Fees are assumed to be based on standard unit prices by the vendor, without prejudice to the design.

Contract Period: The anticipated contract period will be defined in the Contract Agreement. Services for the projects are expected to commence upon execution of the Agreement. The contract term may be renewed annually for up to three (3) additional one-year terms.

The successful proposer shall be required to enter into a written Agreement with the School District which will incorporate the terms of this RFP. If the successful proposer does not execute an agreement within seven (7) days after being presented with one, the District reserves the right to award the contract to the next qualified proposer.

Forms & Attachments

- a. Non-Collusive Certification.
- b. Corporate Resolution.
- c. Proposer Warranties.
- d. Hold Harmless Agreement.
- e. Iran Divestment Certification.
- f. Sexual Harassment Certification.
- g. Unit Price Form, unchanged; travel included in unit pricing.

NON-COLLUSIVE BIDDING/PROPOSAL CERTIFICATION

(As required by Section 103d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate, this corporation proposer shall be liable under the penalties of perjury).

As of September 1, 1966, this Section will read as follows-

103-d 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 proposers/proposers and affirmed by such proposer/proposer as true under the penalties of perjury,

- a. By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of any joint proposal 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 proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor,
 2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
 3. No attempt has been made or will be made by the proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.
- b. Any proposal shall not be considered for award, nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the proposer shall so state and furnish with the proposal a signed statement which sets forth in detail the reason therefor. Where (a) (1) (2) and (3) above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the proposer (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a). Any proposal hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate proposer for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such proposal contains the certification referred to in subdivision one of the section, shall be deemed to include the signing and submission of the proposal and the inclusion as the act and deed of the corporation.

Representative Signature _____ Title _____

Notarization:

Signed _____ Date _____

RESOLUTION - FOR CORPORATE PROPOSERS ONLY

RESOLVED THAT _____ be authorized to sign and submit the proposal of this corporation for the following project:

Describe the project

And to include in such proposal the certificate as to non-collusion required by SECTION ONE HUNDRED THREE – D of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate proposer shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by:

Corporation at a meeting of its Board of Directors held on the _____ day of _____ and is still in full force and effect this _____ day of _____.

(SEAL OF CORPORATION)

(SECRETARY)

PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of New York laws and regulations.
- B. Proposer warrants that it is willing and able to obtain an error and omissions insurance policy as required by the RFP.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under any awarded agreement without the express prior written permission of the District.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.
- E. Proposer warrants that it has read the Request for Proposal (RFP) for Construction Inspection & Testing Services and fully understand its intent. It certifies that it has adequate personnel, equipment, and facilities to fulfill the requirements thereto. It understands that its ability to meet the criteria and provide the required services shall be reviewed by the District, which will develop a recommendation for the Board of Education's consideration regarding the selection of the most advantageous Construction Inspection & Testing Services proposal.
- F. It understands that all information included in, attached to, or required by this RFP shall become public record upon delivery to the District.
- G. The undersigned certifies that the completion of the Proposal is a binding commitment to provide the Construction Inspection & Testing Services requested as proposed herein.

Firm's Name_____

Address _____

City, State, Zip _____

(Print Name)_____

(Signature)_____

(Phone)_____ (Fax) _____

HOLD HARMLESS AGREEMENT
(This form must be signed and notarized – Submit with proposal)

It is hereby agreed and understood that the contractor/vendor agrees to hold harmless and indemnify the School District, Construction Manager, Architect, or any officer, agent, servant, or employee of the School District. from and against any lawsuit, action, proceeding liability, judgment, claim or demand which may arise out of:

- a. Any injury to person or property sustained by the contractor, its agents, servants, or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the contract, however caused.
- b. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, default, error or omission of the contractor, its agents, servants, or employees or any person, firm, or corporation, directly or indirectly employed by them upon or in connection with performance under the contract.

The assumption of indemnity, liability and loss hereunder shall survive contractor's completion of service or other performance hereunder and any termination of the awarded contract.

The contractor/vendor at its own expense and risk shall defend any legal proceedings that may be brought against the School District, or any officer, agent, servant, or employee of the School District on any claim or demand, and shall satisfy any judgment that may be rendered against the School District, or any officer, agent, servant, or employee of the School District.

This Indemnification, Defense and Hold Harmless Agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, notwithstanding that contractor/vendor may deem the same to be frivolous or without merit. It is intended that this Agreement be interpreted in the broadest manner possible to insulate all the entities, parties and individuals named above from any liability, cost, or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the contractor/vendor.

Signature: _____ Date: _____

Affirmed to me this _____ day of _____, 20____

Notary Signature: _____ Date: _____

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Proposer/Contractor, any person signing on behalf of any Proposer/Contractor and any assignee or subcontractor and, in the case of a joint proposal, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, each Proposer/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Proposer/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Proposer/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

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

SIGNED

SWORN to before me this

_____ day of _____

20____

Notary Public: _____

**DECLARATION OF PROPOSER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE
WITH THE IRAN DIVESTMENT ACT**

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

Name of the Proposer: _____

Address of Proposer: _____

Has proposer been involved in investment activities in
Iran? _____

Describe the type of activities including but not limited to the amounts and the nature of the
investments: _____

(e.g. banking, energy, real estate)

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

Have the investment activities ended? _____

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

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

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

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

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

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

SIGNED

SWORN to before me this
_____ day of _____ 20__

Notary Public: _____

**SEXUAL HARASSMENT PREVENTION
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.

Signature

Sworn to before me this

_____ day of _____, 20____

Notary Public

(Insert Stamp of Notary Public or provide Notary Registration No. and date of expiration)

Unit Price Form

****Return filled out with RFP Proposal- Prices to extend throughout life of project****

Soils	Day	Price	Unit	Comments
Inspect Sub-Grade	Half Day			
	Full Day			
Inspect Soil Compaction	Half Day			
	Full Day			
Inspect Fill Placement	Half Day			
	Full Day			
On site Soil Sampling			ea	
Sample Pick Up			ea	
Density Testing			ea	
Proctor Testing			ea	
Sieve Analysis			ea	
Percent Passing 200			ea	
Hydrometer Analysis			ea	
Backfill Material Analysis			ea	
Formal Reports / Daily			ea	
Formal Reports / Item testing			ea	
Overtime - Regular Day			hr	
Overtime Saturday			hr	
Overtime Sunday and Holidays			hr	

Note: Driving Miles are included in the unit price above

Concrete	Day	Price	Unit	Comments
Plant Inspection	Half Day			
	Full Day			
Field Inspection	Half Day			
	Full Day			
Formwork & Reinforcement Inspection	Half Day			
	Full Day			
Slump Testing			ea	
Air Content Testing			ea	
Unit Weight Testing			ea	
Cast Test Cylinders			ea	
Cylinder / Sample Pickup			ea	
Compressive Strength Testing			ea	
Concrete Mix Design			ea	
Asphalt Density Testing			ea	
Formal Reports / Daily			ea	
Formal Reports / Item testing			ea	
Conc slab Moisture testing			ea	
Windsor probe testing hardened concrete			ea	
Overtime - Regular Day			hr	
Overtime Saturday			hr	
Overtime Sunday and Holidays			hr	

Note: Driving Miles are included in the unit price above

Structural Steel	Day	Price	Unit	Comments
Shop Inspection	Half Day			
	Full Day			
Inspection and Testing of Bolted Connections (Shop)			ea	
Inspection and Testing of Welded Connections (Shop)			ea	
Inspection and Testing of Paint (Shop)			ea	
Field Inspection	Half Day			
	Full Day			
Field Inspection and Testing of Bolted Connections (Field)			ea	
Inspection and Testing of Welded Connections (Field)			ea	
Inspection and Testing of Painting (Field)			ea	
Spray Fireproofing Inspection	Half Day			
	Full Day			
Spray Fireproofing density testing			ea	
Spray Fireproofing Adhesion / Cohesion Testing			ea	
Ultrasonic Testing			Day	
Magnetic Particle Testing			ea	
Dye Penetrant Testing			ea	
Formal Reports / Daily			ea	
Formal Reports / Item testing			ea	
Overtime - Regular Day			hr	
Overtime Saturday			hr	
Overtime Sunday and Holidays			hr	

Note: Driving Miles are included in the unit price above

Masonry	Day	Price	Unit	Comments
Field Inspections	Half Day			
	Full Day			
Mortar / Grout Testing			ea	
Sample Pickup			ea	
Mortar / Grout Unit Weight			ea	
Compressive Strength Testing (Mortar / Grout)			ea	
Compressive Strength Testing			ea	
Water Retention Testing (Mortar / Grout)			ea	
Formal Reports / Daily			ea	
Formal Reports / Item testing			ea	
Overtime - Regular Day			hr	
Overtime Saturday			hr	
Overtime Sunday and Holidays			hr	

Note: Driving Miles are included in the unit price above

Firestopping	Day	Price	Unit	Comments
Field Inspections	Half Day			
	Full Day			
Intumescent Paint Inspection	Half Day			
	Full Day			
Thickness and Adhesion Inspection			ea	
Formal Reports / Daily			ea	

Note: Driving Miles are included in the unit price above

Misc	Day	Price	Unit	Comments
PE	Half Day			
	Full Day			
Meetings with PE			hr	
Meetings with Qualified Personnel			hr	
Formal Reports / Daily			ea	
Formal Reports / Item testing			ea	

Note: Driving Miles are included in the unit price above

Firm's Name

Address

(Print Name)

(Signature)

(Phone)

(Fax)