REQUEST FOR PROPOSAL (RFP)

APPRAISAL SERVICES

FORMER MOUNT MARION ELEMENTARY SCHOOL
744 Glasco Turnpike
Saugerties, NY 12477

Due: October 29, 2026 at 11:00 AM

Return Proposal to:
Saugerties Central School District
c/o Mike Staiger, School Business Manager
310 Washington Avenue Extension
Saugerties, NY 12477

RFP SUBMISSION INSTRUCTIONS

I. NOTICE TO PROPOSERS

1. The Saugerties Central School District ("DISTRICT") (in accordance with Section 103 of Article 5A of the General Municipal Law) hereby invites the submission of sealed proposals for the following:

   Appraisal services to conduct an appraisal of the District-owned former Mount Marion Elementary School property, located at 744 Glasco Turnpike, Saugerties, NY 12477, at the direction of the Superintendent of Schools.

   In order to receive consideration, proposals must be submitted to the Purchasing Office at the above address no later than 11:00 am on Thursday, October 29, 2026. If the DISTRICT is officially closed on the date scheduled for submission of proposals, the required date for submission will be on the next day the DISTRICT is officially open.

2. Vendors must submit an original Proposal (identified as such) and two (2) copies in a sealed envelope and must indicate the following information on the outside of the package:

   i. Vendor's name and address
   ii. RFP Appraisal Services
   iii. RFP due date: October 29, 2026

3. There is no expressed or implied obligation for DISTRICT to reimburse Vendors for any expenses incurred in responding to this RFP, including, but not limited to, preparing Proposals, attending a pre-proposal conference, attending entrance and exit conferences, or interview(s).

4. Submission of a Proposal indicates acceptance by the Vendor of the terms and conditions contained in this RFP.

5. Vendors are encouraged to submit an electronic copy of the Proposal in the sealed envelope.

6. If a Cost Summary Sheet is attached to these Specifications, Vendors must submit the pricing information for this RFP on the Cost Summary Sheet.

7. In submitting a proposal, Vendor agrees to all of the terms and conditions set forth in the Contract attached to this RFP including the Scope of Services set forth in Paragraph 3 of the Contract.

II. INSTRUCTIONS TO VENDORS

1. Proposals received after the time stated in the Notice to Proposers will not be considered and will be returned to the Proposer unopened. The Proposer assumes the risk of any delay in the mail or in the handling of the mail by DISTRICT employees. The Proposer assumes all responsibility for having the Proposal deposited on time at the place specified.

2. DISTRICT will interpret the submission of a Proposal to mean that the Proposer is fully informed as to the extent and character of the services, supplies and materials required and that the Proposer can furnish same in complete compliance with the RFP Documents.

3. The non-collusive certification must be filled out in its entirety and included with each Proposal as required by DISTRICT.

4. The forms listed below must be completed and included with each Proposal and all Proposers must sign all RFP Documents where indicated.

    Attachment A - DISTRICT RFP Vendor Form
    Attachment B - Non-Collusive Bidding Certification
    Attachment C - Iran Divestment Act Compliance Rider
    Attachment D - Contract

5. No interpretation of the meaning of the RFP Documents will be made to any Vendor orally. Every request for such interpretation should be in writing, addressed to DISTRICT. Any interpretations issued will be in the form of addendum/addenda to the RFP. All addendum/addenda so issued shall become a part of the RFP. Any addenda sent to the Proposers shall be binding and take precedence over the section of the original RFP Document which it replaces.

6. DISTRICT may make any investigation it deems necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to DISTRICT all such information and data for this purpose as DISTRICT may request.

III. AWARD AND RESERVATION OF RIGHTS

1. The Contract will be awarded to the responsive and responsible Vendor offering a Proposal response that best meets the terms, conditions and criteria stated in the RFP.

2. DISTRICT reserves the right to make awards within sixty (60) days after the date of the Proposal opening during which period Proposals may not be withdrawn unless the Proposer distinctly states in the Proposal that acceptance thereof must be made within a shorter specified time.

DISTRICT reserves the right to inspect the Proposer's physical facilities prior to award. If the facility is found to be insufficient for the services specified herein, DISTRICT reserves the right to reject the Proposal.

3. DISTRICT reserves the right to reject all Proposals. Also reserved is the right to reject any Proposal in whole or in part, and to waive non-material defects, qualifications, irregularities, and omissions if, in its judgment, the best interests of DISTRICT will be served.

4. DISTRICT reserves the right to reject incomplete Proposals. DISTRICT also reserves the right to request additional data or material at any time. All material submitted in response to this RFP will become the property of DISTRICT upon the opening of this RFP.

5. DISTRICT reserves the right to reject Proposals that impose conditions that would modify the terms and conditions of the RFP Documents or limit the Vendor's liability to DISTRICT on the Contract awarded on the basis of such Proposal.

6. DISTRICT reserves the right to reject any Proposal where investigation and evaluation of the Vendor's qualifications indicate that the Vendor may not promptly and efficiently complete the services as per the Specifications.

7. DISTRICT reserves the right to negotiate the terms of the RFP, including the award amount, with the selected Vendor(s) prior to entering into a Contract.

8. DISTRICT reserves the right to retain all Proposals submitted and to use any ideas in a Proposal regardless of whether that Proposal is selected.

9. Each Proposal will be received with the understanding that the acceptance thereof, in writing, by DISTRICT to furnish any or all of the products and/or services described therein shall constitute a contract between the successful Proposer and DISTRICT. The Contract shall bind the successful Proposer to furnish and deliver at the prices and in accordance with the conditions of this Proposal. DISTRICT reserves the right to increase or decrease the products and/or services in the best interest of DISTRICT.

10. All Proposals, with consideration to the escalation clause (if any), will be held firm for the duration of the Contract including any extensions agreed to by the parties.

11. The placing in the mail of a notice of award to a Successful Vendor, to the address given in the Proposal, will be considered sufficient notice of award of Contract. Failure of the Successful Vendor to contact DISTRICT to object to the award or prices therein, within seven (7) days of mailing of notice of award, will be considered an acceptance of the Contract by the Successful Vendor(s).

12. If the Successful Vendor fails to deliver or provide the services within the time specified, or within reasonable time as interpreted by DISTRICT, or fails to make replacement of rejected items when so requested immediately or as directed by DISTRICT, DISTRICT may purchase from other sources to take the place of the item rejected or not delivered or services not provided. DISTRICT reserves the right to authorize immediate purchase from other sources against rejections on any Contract when necessary. On all such purchases, the Successful Vendor agrees to reimburse DISTRICT promptly for excess costs occasioned by such purchases. Should the cost be less, the Successful Vendor shall have no claim to the difference. Such purchases will be deducted from Contract quantity.

13. In the sole discretion of DISTRICT the Proposal of a Vendor whose performance on any previous contract with DISTRICT has been determined to be unsatisfactory may be rejected.

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ATTACHMENT "A"

VENDOR FORM

Name of Vendor:

Address:

Prepared By:

Title:

The undersigned declares that _____ carefully examined the RFP Documents, including, but not limited to, the General Terms and Conditions, Specifications, and Attachments, and will furnish the service in compliance with such documents for the price(s) set forth in Vendor's Proposal.

The undersigned further agrees to be bound by the terms and conditions contained in the RFP Documents in the event that DISTRICT accepts Vendor's Proposal.

The full name and the address of any firm or corporation of all persons interested in this RFP as principals are as follows:

_____
Signature of persons, corporation or firm

Date:

Firm:

Phone:

Name:

Prepared by (Signature):_____

Email:

ATTACHMENT "B"
NON-COLLUSIVE BIDDING CERTIFICATION

Vendor Name: **Address:**

I. General Certification:

A. The Vendor certifies that they will furnish, at the prices herein quoted, the services and equipment as proposed on these forms.

II. Non-Collusion Certification

A. By submission of this RFP, the Vendor certifies that it is complying with Section 103d of the General Municipal Law as follows:

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

1. the prices in this RFP have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other vendor or competitor:

2. unless otherwise required by law, the prices were not disclosed by the Vendor prior to opening, directly or indirectly, to any other contractor or to any competitor;

3. no attempt has been made or will be made by the Vendor to induce any other person, partnership or corporation to submit or not submit an RFP for the purpose of restricting competition.

C. An RFP shall not be considered for award nor shall any award be made where II(B)(1)(2)(3) above have not been complied with; provided, however, that if in any case the Vendor cannot make the foregoing certification, the Vendor shall so state and shall furnish with the RFP a signed statement which sets forth in detail the reasons therefore. Where II(B)(1)(2) and (3) above have not been complied with, the RFP 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 there of which the RFP is made, or their designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a Vendor (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers or proposed or pending publications of new or revised price lists for such items or (C) has sold the same items to other customers at the same prices being

proposed, does not constitute, without more, a disclosure within the meaning subparagraph (b).

III. Certification and Authorization

A. Any RFP hereafter made to any political subdivision of the state or any public department, agency or official thereof by corporate Vendor for work or services performed or to be performed or goods sold or to be sold, where a competitive RFP is required by statute, rule, regulation, or local law and where such RFP contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the Vendor, and such authorization shall be deemed to include the signing and submission of the RFP and the inclusion therein of the certificate as to the non-collusion as the act and deed of the corporation.

IV. Department and Suspension Certification

A. To ensure that a school authority does not enter into a contract with a debarred or suspended company or individual, each school authority must require that each responsive Vendor include a certification statement with each RFP on each contract. By signing the certification statement, the Vendor certifies that neither it nor any of its principals (e.g. key employees) have been proposed for debarment, debarred, or suspended by any Federal agency. It is the responsibility of each Vendor to sign the certification statement and submit it with any RFP. A school authority may rely upon the certification statement submitted by the Vendor unless school authority personnel know that the certification is in error. In such cases, the school authority should contact the State agency for confirmation of the Vendor's status relative to debarment and suspension.

_____	_____	_____
Signature	Title	Date

ATTACHMENT "C"

IRAN DIVESTMENT ACT OF 2012 CERTIFICATION

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

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

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

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

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

Signature:_____

Print Name:_____

Title:_____

Company Name:_____

Date:_____

ATTACHMENT "D"

THIS CONTRACT made this _____ day of _____, _____ by and between the Board of Education, Saugerties Central School District ("DISTRICT"), having its principal place of business for the purpose of this Contract located at 310 Washington Avenue Extension, Saugerties, New York 12477, and _____ ("VENDOR"), having its principal place of business for purposes of this Contract at _____.

1. **TERM OF CONTRACT**

   The initial term of this Contract shall be from the date of execution through _____ unless terminated earlier as provided for in this Contract. The initial term may be extended for renewal terms of one (1) year by mutual written agreement by both parties.

2. **PARTIES**

   a. The DISTRICT desires to contract with the VENDOR for:

      Appraisal Services to conduct appraisal for the sale or purchase of properties/facilities at the direction of the Superintendent of Schools.

3. **SCOPE OF SERVICES**

   See Exhibit "A."

4. **PAYMENT**

   a. DISTRICT shall pay VENDOR in accordance with the schedule attached as Exhibit "A."

   b. Payment shall be made within sixty (60) days following the satisfactory completion of the Contract upon approval by DISTRICT.

   c. Payment will be made only after a correct, original invoice has been received from VENDOR.

   d. Payment of any invoice shall not preclude DISTRICT from making a claim for adjustment for any services found not to have been in accordance with the Contract.

   e. VENDOR will be engaged as an independent contractor and therefore be solely responsible for the payment of Federal Income Taxes applicable to this Contract.

   f. Neither VENDOR nor any of its employees, agents or assigns will be eligible for any employee benefits whatsoever relative to this Contract, including, but not limited to, Social Security, New York State Workers' Compensation,

Unemployment Insurance, employees' Retirement System, Health or Dental Insurance, or Malpractice Insurance or the like.

5. **VENDOR INSTRUCTIONS / RESPONSIBILITY**

a. VENDOR must follow the rules and regulations of DISTRICT while work pursuant to the Contract is being performed.

b. VENDOR shall not unreasonably encumber the site with materials or equipment during the performance of its work. Only materials and equipment which are to be used directly in the performance of VENDOR's work shall be brought to and/or stored on the premises of DISTRICT. After equipment is no longer required for its work, VENDOR shall promptly remove such equipment from the premises of the DISTRICT. VENDOR shall be solely responsible for the protection of materials and equipment stored on the premises from weather, theft, damage and all other adversity.

6. **TERMINATION OF CONTRACT**

a. This Contract is subject to termination by either party upon thirty (30) days written notice. In the event of termination of the Contract, DISTRICT's responsibility shall be to pay for services performed by VENDOR and authorized costs.

7. **TERMINATION FOR BREACH OF CONTRACT**

a. In the event VENDOR fails to deliver as ordered, or within the time specified, or fails to abide by any of the provisions of this Contract, including, but not limited to, untimely performance, or other unsatisfactory performance, such failure shall constitute a breach of Contract and may result in termination of the Contract by DISTRICT.

b. In the event of breach, DISTRICT shall provide written notice of such breach to VENDOR. If VENDOR does not cure such breach within a ten (10) day period of such notice, DISTRICT reserves the right to terminate the Contract immediately. However, should VENDOR cure such breach and perform its obligations during such ten (10) day notice period, the Contract shall continue in full force and effect.

c. In the event of termination for breach of contract:

i. DISTRICT may procure the required services from other sources so that the continuity of the operations may be protected, and

ii. VENDOR will be responsible for indemnifying DISTRICT for costs incurred in obtaining a new contract and for any increase in cost of service involved for the duration of the term of the original contract.

8. **DEFENSE AND INDEMNIFICATION**

VENDOR agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the VENDOR, its officers, directors, agents or employees in connection with the performance of services pursuant to this Contract. The obligations pursuant to this provision shall survive the termination of this Contract.

9. **NOTICES**

Any notices to be given under this Contract by either party to the other may be affected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:

To VENDOR:

_____
_____
_____
_____

To DISTRICT:
Saugerties CSD
Superintendent of Schools
310 Washington Avenue Extension
Saugerties, NY 12477

10. **NON-ASSIGNMENT**

VENDOR may not engage subcontractors, hire others to perform all or part of his Contract, nor otherwise delegate its obligations to perform under the contract without the written approval of DISTRICT. Any consent so given shall apply to the specific assignment subletting or subcontracting referred to therein and shall not constitute a general waiver of the prohibition contained herein. Each assignment subletting or subcontracting shall require a specific written consent.

11. **TAXES**

No charge will be allowed for federal, state or municipal sales and excise taxes since the DISTRICT is exempt from such taxes. The price shall be net and shall not include the amount of any such tax.

12. **LEGAL COMPLIANCE**

a. VENDOR shall comply with all laws, ordinances and rules and regulations which may govern the work as specified in this Contract. The cost of such compliance shall be borne entirely by VENDOR, who shall hold DISTRICT harmless from any claims, demands or penalties arising from VENDOR's failure to comply with the above.

b. VENDOR hereby certifies that they possess all required certifications, and licenses necessary to perform the services described within this Contract. VENDOR also certifies that all individuals performing any of the services described are duly qualified through experience and education.

13. **NON-DISCRIMINATION**

a. Services provided pursuant to this Contract shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.

14. **NON-APPROPRIATION**

In accordance with the New York State Education Law, and §109-b of the General Municipal Law, In the event that DISTRICT must terminate this Contract for non-appropriation of funds, DISTRICT agrees to pay all outstanding balances, plus earned interest (if any) to the date of cancellation. Unearned interest shall not be charged and no other charges including, but not limited to, penalty charges, service charges, or early payment charges may be assessed.

15. **SAVINGS CLAUSE**

VENDOR shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, act of God or any other acts not within the control of VENDOR, and which, by the exercise of reasonable diligence, VENDOR is unable to prevent.

16. **SEVERABILITY**

Should any provision of this Contract, for any reason, be judicially declared invalid and/or unenforceable, such declaration shall not affect the validity of the remaining provisions, which shall remain in full force and effect as if the Contract had been executed with the invalid provision(s) eliminated.

17. **NO WAIVER**

DISTRICT's failure to enforce at any time, or for any period of time, the provisions of this Contract shall not be construed to be a waiver of such provisions or of the right to enforce each and every provision.

18. **VENUE**

The Contract shall be interpreted in accordance with the substantive laws of the State of New York. Any suits concerning the Contract will be brought and adjudicated in Supreme Court, Ulster County.

19. **INCORPORATION OF RFP BY REFERENCE**

The terms of the Request for Proposals are hereby incorporated into this Contract by reference and a copy of such Request for Proposals is attached as Exhibit "B."

In the event of any disagreement between the terms of the Request for Proposals and this Contract, the terms of this Contract shall govern.

20. **ENTIRE CONTRACT**

This Contract constitutes the full and complete Contract between DISTRICT and VENDOR, and supersedes all prior written and oral agreements, commitments, or understandings with respect thereto.

21. **CONTRACT CONSTRUCTION**

This Contract has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

22. **AMENDMENT**

This Contract may be amended only in a writing signed by both parties.

23. **EXECUTION**

This Contract, and any amendments to this Contract, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

24. **AUTHORITY TO ENTER CONTRACT**

The undersigned representative of VENDOR hereby represents and warrants that the undersigned is an officer, director or agent of VENDOR with full legal rights, power and authority to enter into this Contract on behalf of VENDOR and bind VENDOR with respect to the obligations enforceable against VENDOR in accordance with its terms.

25. **COUNTERPARTS**

This Contract may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument binding upon the parties, and scan facsimile or electronic signatures shall have the same force and effect as an original. This Contract may be delivered by scan and email, facsimile or electronic transmission. The scan and email, facsimile or electronic transmission of any signed original document or any retransmission of any signed scan and email, facsimile or electronic transmission will be deemed the same as delivery of an original.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

VENDOR

BY:_____
Name: _____

Title _____

SAUGERTIES CENTRAL SCHOOL DISTRICT

BY:_____

PRESIDENT
BOARD OF EDUCATION

EXHIBIT "A"

FEES / SERVICES

Appraisal services to conduct an appraisal of the District-owned former Mount Marion Elementary School property, located at 744 Glasco Turnpike, Saugerties, NY 12477, at the direction of the Superintendent of Schools.

Fee for Property Appraisal: $_____

Details: