Malone Central School District

P. 0. Box 847,

42 Husky Lane

Malone, New York 12953

**REQUEST FOR PROPOSAL**

The Board of Education of Malone Central School District will receive proposals on:

**CONSTRUCTION MANAGEMENT SERVICES**

12/28/16

Proposals will be received until 11:00 a.m. on the 14th day of April 2020 at Malone Central School District, 42 Husky Lane, Malone, New York 12953 at which time and place they will be publicly opened. The Malone Central School District Board reserves the right to reject any or all proposals in whole or in part. Proposal forms and specifications can be obtained directly from the Business Office from 8:30 a.m. to 3:00 p.m., Monday through Friday.

**Contact Person: Cynthia Reyome**

Malone Central School District

42 Husky Lane, P.O. Box 847

Malone, New York 12943

Phone: (518)483-7800 ext1

email:creyome@maloneschools.org

Proposal Opening:

April 14, 2020 at 11:00 a.m.

**Pre-proposal walk through will begin at Malone Central School 42 Husky Lane, Malone, NY on March 24 at 10:00a.m.**

# Issue Date: 3/11/2020

III. F.

**Construction Management Services**

**RFP RECEIPT FORM**

Please complete and return this information to the Malone Central School District by mail or email at jgriffin@maloneschools.org upon receipt of RFP.

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To:

Jerry Griffin, Superintendent

Malone Central School District

PO Box 847, 42 Husky Lane

Malone, NY 12953

Phone: (518) 483-7800, Ext. 1

We have received your Request for Proposal for Construction Management Services.

( ) We hope to be able to offer a proposal. Please send us copies of any addenda that may be issued. We also plan to participate in the walk through on March 24, 2020 at 10:00 AM Franklin Academy in the front lobby.

( ) We regret that we will not be able to offer a proposal at this time.

Company Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

MALONE CENTRAL SCHOOL DISTRICT

REQUEST FOR PROPOSALS

CONSTRUCTION MANAGEMENT SERVICES

1. **PURPOSE**

This Request for Proposal ("RFP") is designed to comply with General Municipal Law §104-b requiring the use of a competitive RFP process to select a construction management firm for the Malone Central School District.

The Malone Central School District, hereinafter referred to as the "District" invites said Requests for Proposals from experienced and qualified construction management firms ("Firms") to provide construction management services for the District in conjunction with upcoming capital projects in accordance with the scope as indicated below.

1. **BACKGROUND**

A. The District has retained the firm of CS Arch, PC, located in Albany, New York to provide architectural and engineering services for various projects within the District. District data and general information about the District can be found by accessing the District's web site at http://www.maloncecsd.org and by contacting the New York State Education Department.

B. The anticipated scope of work for the successful construction management firm includes, but is not limited to, improvements of infrastructure and building systems, renovation of spaces, and site improvements at six campuses (Franklin Academy High School, Malone Middle School, Davis Elementary, Flanders Elementary, St Joe’s Elementary, and Harris Gym). The total project scope has not yet been finalized, but it is anticipated to be in the range of $20 to $25 million including all construction costs and incidental expenses. The total project duration for the delivery of CM services is estimated to be 45 months.

1. **SCOPE OF WORK**

 The potential scope of work for the Malone Central School District shall include but not be limited to the following:

* + 1. Installation of new multisport athletic fields, including lighting, relocating field events, resurfacing and expanding the synthetic running track at Franklin Academy
		2. Replace the roof on Franklin Academy and Davis Buildings
		3. Replace the boiler system at Franklin Academy
		4. Renovate Auditorium at Franklin Academy, provide new sound and lighting systems and add air conditioning.
		5. Renovate Franklin Academy Pool
		6. Improve vehicle circulation and drop off at Franklin Academy.
		7. Addition and renovate the Cafeteria ad Davis
		8. Renovate playground at Davis
		9. Provide upgraded door hardware for security and instructional space lockdown functions throughout the district.
		10. Upgrade the Building Management System throughout the district.

**PROPOSAL RESPONSES AND QUESTIONS**

From the issue date until the selection of the successful applicant, all contacts with District concerning the contents of this RFP must be via email to Jerry Griffin, Superintendent, at jgriffin@maloneschools.org, (518)483-7800 ext1 or Chad Lawrence, Director of Facilities clawrence@maloneschools.org (518)483-7804. All questions should cite the particular proposal page number and paragraph number. Prospective vendors should note that all clarification and exceptions including those relating to the terms and conditions of the RFP are to be resolved prior to the submission of a proposal. The deadline for all questions pertaining to the RFP is April 3, 2020.

The District will provide the response to any submitted questions, by e-mail to all parties, who have returned the RFP Receipt Form. Questions received after the date listed above will not be answered. The District will be bound only by responses given by formal written addenda.

The District reserves the right to amend this RFP by addendum for any reason or based upon questions and issues raised at the walk through and/or received in writing during the proposal process. Proposers represented at the walk through will receive in writing all addenda issued by the District for this RFP. It is the responsibility of the applicants to ensure that they have responded to all addendums before submission of the RFP.

Any verbal information obtained from or statements made by representatives of Malone Central School District at the time of examination of the documents shall not be construed as, in any way, amending contract documents. Only such corrections or addenda as are used by the District in writing to all vendors shall become a part of the Contract. Any addendum issued during the time of RFP shall be included in the RFP and become a part of the contract agreement.

The scope of services that the construction manager is to provide for this project shall be in accordance with the AIA A132-2009 Standard Form of Agreement Between Owner and Construction Manager, Construction Manager as Advisor Edition, which shall become the basic contract with the Owner subject to minor modifications as needed (Appendix B).

**II. PROPOSAL REQUIREMENTS**

Request for Proposals (RFP) shall be prepared in the format described herein. Failure to comply with the specified format may lead to an applicant's proposal being declared non- responsive. Any information thought to be relevant, but not applicable to the prescribed format, should be provided as appendices to the proposal. An official authorized to bind the applicant to its provisions must sign the proposal. Proposals that do not address all requirements of this Request for Proposal may be considered non-responsive.

The minimum qualifications that will be considered by the District as a basis for selection of

 a construction manager are as follows:

* Responding firms must have a minimum of five years’ experience providing professional construction management services to K-12 clients.
* Firm shall provide at least (3) recent K-12 references as outlined in proposal format.

 Only firms that meet or exceed the above minimum selection criteria set forth by the District

 will be seriously considered. The selected CM firm shall not bid or perform any of the trade

 construction work. Incomplete submissions will not be considered for award.

**Each proposal submitted to the District in response to this Request for Proposals must include, at a minimum, the following and remain valid for at least ninety (90) days after the proposal due date:**

1. Proposals must be submitted by **Tuesday, April 14, 2020 at 11:00 AM** to the Malone Central School District, Attention: Jerry Griffin Superintendent, 42 Husky Lane, Malone, NY 12953 via mail or hand delivered. No proposal will be accepted by electronic mail or facsimile. It is the responsibility of each party submitting a proposal to confirm that the District has received the proposal. Proposals received after this date and time will be returned unopened to the Firm.
2. An original and 5 copies of the proposal should be submitted in a sealed envelope and clearly marked "CONFIDENTIAL - CONSTRUCTION MANAGER SERVICES PROPOSAL".
3. **Contact Information:** The proposal shall include a title page showing the proposal is for construction management services; the firm’s name, address, telephone number, name of a person who may be contacted regarding the proposer’s proposal, and the date of the proposal.
4. **Table of contents**
5. **Transmittal Letter:** A signed letter of transmittal briefly stating the proposer's understanding of the services to be provided, a summary of the reasons why the proposer believes itself to be the best qualified to perform the services requested, and a statement that its proposal is a firm and irrevocable offer to provide the services described herein which may be accepted at any time up to ninety (90) days after the date set for opening and reading proposals.
6. **Company Profile:** This section should state the size of the firm, firm background, the location of the office from which the work on this project is to be performed.
7. **Description of Proposer:** Identification of the proposer's form of organization (if not an individual) and a list of any trade names now or previously used by the proposer in connection with the services proposed.
8. **Identification of Principals:** For each principal officer of the proposer and each key individual anticipated to provide services to the District, his or her name, title, and relevant educational and professional experience.
9. **Qualifications and Experience:** The proposal should include details of experience with projects of similar size and complexity to the project described in this RFP that have been performed within the past three (3) years. Please list only those projects where your firm was the construction manager of record, in which your firm’s role was that of a pure Construction Manager and not a prime contractor, general contractor, architect/engineer, sub consultant, or subcontractor.
10. Name, educational background, professional experience, and a summary of the relevant professional experience of everyone anticipated to perform or supervise any material portion of the services to be provided by the proposer. Identify key personnel including the project manager and field superintendent.

1. The identity and experience of any person with which the proposer anticipates contracting for the performance of any material portion of the services to be provided to the District (include the same information as described in (1) above).
2. A list of all contracts currently being performed by the proposer, anticipated date of completion for each, and number of persons employed by the proposer devoted to the completion of the proposer's obligations under each such contract. Include names, contract amounts and completion dates for each project.
3. List of not less than three references from past public school district clients for whom the proposer has performed similar professional services as described in this request for proposal. Information to include: (1) the name of and contact information of the owner of the project, (2) location of the project, (3) contract amounts, (4) completion dates, (5) a brief description of the services performed.
4. Provide three (3) references for similar New York school districts where your firm was the project manager of record. Please list the architectural or engineering firms worked with for the references provided.
5. Specific Project Approach - Please provide details regarding your construction phase services and the approach your firm would use to achieve the owner's objectives.
6. Identify the nature of a potential conflict of interest the firm or individual might have in providing these services to the District.
7. Describe your financial position and staff capability.
8. Explain how the firm will keep the project on schedule, and how the firm plans to coordinate and phase the work to minimize disruption to the District’s operation.
9. Outline methods and techniques used in the past by the firm to contain and reduce project costs.
10. Provide software capabilities and project tracking method.

During the evaluation period, applicants may be requested to present supplemental information clarifying their proposal. This information must be submitted in writing and will be included as a formal part of the applicant's proposal.

To the extent permitted by law, applicants' proposals will not be disclosed, except for purposes of evaluation, prior to approval of the resulting contract. All material submitted becomes the property of the District and may be returned or retained at the discretion of the District. Submitted proposals may be reviewed and evaluated by any committee member as designated by the District. The District reserves the right to use any and all ideas presented in any response to the RFP. Selection or rejection of a proposal does not affect this right. If a vendor believes that any information in its proposal constitutes a trade secret and wishes such information not be disclosed if requested by a member of the public pursuant to the State Freedom of Information Law, Article 6 of the Public Officers Law, the vendor shall submit with its proposal a letter specially identifying the page number, line or other appropriate designation that information which is a trade secret and explain in detail why such information is a trade secret. Failure by a vendor to submit such a letter with its proposal identifying trade secrets shall constitute a waiver by the applicant of any rights it may have under Section 89 (Subdivision 5) of the Public Officers Law relating to protection of trade secrets.

**IV. PRELIMINARY PROJECT SCHEDULE**

 The preliminary project schedule indicates the following key milestone dates:

1. Pre-referendum Phase: April 2020– October 2020
2. Public Referendum anticipated: on or before November 1, 2020
3. Design Phase: November 2020 – September 2021
4. SED Review & Approval: September 2021 – December 2021
5. Bid/ Contract Award Phase: January 2022-February 2022
6. Construction Phase: March 2022 – August 2023
7. Substantial Completion: September 2023
8. Contractor Close-out: September 2023 – December 2023

**V. SCOPE OF SERVICES CONSTRUCTION MANAGER**

The scope of services that the construction manager will be expected to provide during the pre-referendum, pre-construction, construction, and post construction phase of the project shall include, but not be limited to, the following:

**Pre-referendum**

* Work with Architect and District to prepare pre–referendum budgets based upon preliminary architectural and engineering concepts.
* Work with Architect to evaluate and refine the proposed capital project scope of work.
* Develop a preliminary construction-phasing plan and schedule to demonstrate the anticipated construction durations at each site and necessary occupancy and safety considerations
* In collaboration with the Architect and District Administration, present proposed budgets, phasing plans and schedules to the Board of Education. Receive Board input and modify as required.
* In collaboration with the Architect and District, attend public information meetings and present to the Board of Education and general public to garner community support for the proposed capital project.

**Pre-construction**

* Immediately following a successful referendum, work with the District’s Financial Advisors to prepare a cash flow projection for the Owner, inclusive of all construction costs, incidental costs and fees.
* Work with Architect and District to prepare project General Conditions and phasing plans tailored for each project scope of work to be included in contract documents and consult with the District's attorney for compliance with front-end requirements.
* Provide independent, project cost estimates based upon current construction costs, which may include actual bids received for similar scope and size of work, submitted at the completion of the following phases:
* Schematic
* Design Development
* Construction Documents/Pre-bid
* Develop construction-phasing schedule to be included in contract documents.
* Review construction documents and provide recommendations prior to establishing bid date.
* Sub-divide the scope of work by prime contract category to be included in the contract documents.
* Work with architect and owner to determine appropriate bid alternates for the project.

**Bidding Phase**

* Work with architect and owner to determine the best bidding strategy for the project.
* Recommend bidding schedule based on market conditions.
* Attend pre-bid walkthroughs.
* Attend bid opening(s).
* Thoroughly evaluate bids. Meet with bidders to review bids. Make recommendation of Contract Awards to the Board of Education.

**Construction Phase and Closeout**

* Establish and maintain an onsite office space provided by the school district.
* Provide start-up assistance.
* Assist the owner in procuring the necessary construction testing services for the project.
* Notify Architect of any deviation from contract documents.
* Coordinate all utility interruptions with the District.
* On-site, continuous 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 and maintain required exit pathways.
* Coordinate all site stored material locations and contractor staging.
* Coordination of all contractors' activities.
* Act as liaison between contractors, and the District and their designated representatives.
* 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.
* Act as liaison between contractors and District and their designated representatives.
* Assist contractors to avoid jurisdictional disputes when and if they occur.
* Review of contractor safety procedures on an on-going basis.
* Solicit, review and approve construction schedules.
* Review and validate any time and material work.
* Collect, review, approve, and process contractor payment applications for progress verification prior to approval by the Architect and maintain a log of all payments for all trades.
* Review, process, and maintain a log of all contractor change order requests and proposals, negotiate as needed, and make recommendations to the Board of Education and Architect.
* Monitor construction schedules and initiate corrective actions with contractors to remain on schedule.
* Prepare and issue Change Orders, Construction Directives and Allowance Access Authorizations for CM, Owner and architect signature.
* Monitor construction schedules and initiate corrective action plans with contractors to remain on schedule.
* Prepare and maintain a master project schedule to be updated weekly.
* Log, monitor and review all requests for information (RFI's).
* Maintain a daily log of activities and all project samples on the jobsite.
* Coordinate and monitor all required site and material testing during construction.
* Provide adequately manned daily oversite of construction to verify compliance with adopted schedule.
* Notify Architect in advance of and coordinate required construction and testing observations to be witnessed by Architect or Engineers.
* Coordinate and chair weekly contractor site job meetings, including the preparation of meeting minutes and distribution to all parties.
* Coordinate and chair bi-weekly progress meetings and distribute meeting notes.
* Attend required meetings with the District and Architect.
* Prepare and present progress reports to the Malone Board of Education.
* Maintain documentation and photographs of project progress.
* Monitor and coordinate 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 District at project completion.
* Assist the District’s Financial Advisors, with submission of SED documentation.
* Coordinate building occupancies and construction phasing to comply with the needs of the Board of Education.
* Coordinate punch list inspections and verify execution of punch list items, with final acceptance and sign off indicating compliance with the construction documents.
* Validate completion and recommend to the District and Architect when final inspection should be made.
* Assist District personnel in assuming operation of all systems, including scheduling of instructional sessions by the contractor as required in the documents.
* Assist the District in exercising guarantees and warranties.
* Collect and distribute all project closeout documentation; deliver all records, documents and other items pertinent to the District in the format requested by the District at closeout.
* Assist the architect in preparing and issuing Certificates of Substantial Completion for the project.
* Review all contracts and insurance certificates prepared by the Architect and provide to the district.
1. **SCOPE OF SERVICES ARCHITECT**

The Architect has been retained to provide the following services:

* Collect all bonds and insurance certificates from contractors and forward copies with the contracts to the Construction Manager for review.
* Review and approve shop drawings and submittals.
* Prepare design documents required to initiate a change order.
* Maintain a log of all proposal requests and contractor proposals.
* Prepare any supplemental instructions and be part of the review process of any potential changes.
* Conduct periodic site visits.
* Assist the District in monitoring the project budget and expenses.
* Collect, review, approve, and distribute all project closeout documentation.
* Review, approve, and process applications for payment from contractors.
* Prepare all Certificates of Substantial Completion and Occupancy Certifications.

**VII. TERM OF CONTRACT**

The contract period shall be for a period of time commencing with the award of the **RFP** to the completion of the project. The District shall have the option, in its sole discretion, to renew this contract at the same terms and conditions included in this **RFP** for additional capital projects that may be approved. The Board reserves its right, at any time, to cancel such contract for any reason in accordance with the provisions of Section XI.

The District intends to enter into an initial contract for Construction Management Services for the period commencing **June 1, 2020**. Pending NYSED approval of the Capital Project, the contract would have a duration up to forty-five (45) months.

**VIII. TERM AND CONDITIONS**

 These specifications will become part of any "contract" forms that may be required and will take precedence over any other terms or conditions submitted by the proposer. This RFP, or any agreement resulting from this RFP, shall be governed by and construed under the laws of the State of New York. By submission of a proposal all respondents agree that the State of New York, County of Franklin, shall be the venue for any actions brought under this RFP.

If a Principal of the vendor or a senior staff member leaves the firm before completion of the project, the vendor will provide similarly qualified individuals to complete the work related to this project at no additional expense to the District. The District will be notified of the intent of the Principal or senior staff member to leave, if known, in advance at least two weeks before the individual leaves the firm. If the departure is not known in advance, the District must be notified immediately upon the individual’s departure. The vendor will also provide the name(s) of the replacement individual within three business days of the departure of the original individual. If the named replacement is not acceptable to the District, the District reserves the right to require the vendor to select an alternate replacement.

Each party hereby agrees to indemnify, defend and hold harmless the other party from all suits, claims and the liability for injury or damage to persons or property resulting from or arising out of any activity conducted by either the respective parties or their agents, employees, invitees or designees except for injuries or damage caused or contributed to by the acts, omissions or gross negligence of the other party.

In the event of a breach by Vendor, Vendor shall pay to the District all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the District to procure a substitute vendor to satisfactorily complete the contract work, together with the District own costs incurred in procuring a substitute vendor.

In the event of any discrepancy, disagreement or ambiguity among the documents, which comprise this RFP and the vendor's proposal, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity; 1) the RFP; 2) the Vendor's proposal or bid.

By submitting this RFP for consideration, the vendor affirms that they currently have no judgments or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this RFP. Failure to disclose any such judgments and/or findings will result in the termination of any and all contracts and assess other penalties as deemed legal and appropriate by the District.

Disputes involving this contract including breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the District for payment under this Agreement. The District will immediately notify the Vendor of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the District of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

The submission of a Proposal will be construed to mean the Vendor is fully informed as to the extent and character of the services required and a representation that the Vendor can furnish the services satisfactorily in complete compliance with the specifications.

No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in space provided (i.e. “Vendor Notation) in the Proposal for this purpose.

Prices and information required should be typewritten or printed neatly for legibility. Illegible or vague Proposals may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.

Any proposal may be withdrawn or modified by written request of the Proposer, provided such request is received by the District at the above address prior to the date and time set for receipt of proposals.

 In the event negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.

A Contract may be canceled at the Successful Vendor's expense upon non-performance of Contract.

 The successful Proposer will be required to enter into a formal written contract for services that incorporates the terms and conditions of this RFP, including the following minimum terms and conditions. The submission of a response to this RFP indicates the Proposer agrees to the following terms and conditions for professional services. The District reserves the right to include additional topics in the final agreement with the successful Proposer and to make changes to the following clauses.

The successful Construction Manager shall not discriminate against any individual, in accordance with applicable federal, state or local laws, rules, and regulations, including applicable licensing requirements.

**IX. FEES**

The District requests that fees be based on a total fixed sum cost proposal contract basis with costs of all transportation, insurance, vacations, meals, etc. included in the proposal. Allowances shall not be incorporated into final construction cost. The District will require that the General Contractor provide adequate on-site temporary office space with desk, file cabinets, and telephone (including long distance capability), internet connection, and fax. The proposed costs should reflect a proposed fee for a project that needs **two (2)** summers of construction and runs through December 2023. The financial costs should not be on a fee plus services or an hourly/daily basis. Sales taxes should not be included in the pricing included in any proposal submitted to the District.

**X. INTERVIEW**

The selection process will include an interview(s) with any combination of the Superintendent of Schools, District Personnel, District Architect and the Board of Education. The potential timeframe for interviews, which may include evening interviews. Advance notice will be given to the firm of the selected date and time.

**XI. TERMINATION OF CONTRACT**

Any contract agreed to under this Request for Proposal is subject to termination by either party, for any reason, upon thirty (30) days written notice to the other party. In the event of termination of the contract, the District's responsibility shall be limited to payment for services performed.

**XII. RIGHTS**

The Board of Education reserves the right to:

* This RFP does not commit the District to award a contract, or to procure or contract for services.
* The District reserves the right to request additional information from any firm who submitted a valid proposal.
* The District intends to award a contract on the basis of the best interest and advantage to the District, and reserves the right to accept or reject, without prejudice and for any reason, any and all RFP's or any parts of any proposals.
* Negotiate with one or more of the finalists, the fees and terms of the engagement.
* The District reserves the right to cancel this RFP in part or in its entirety, it is in the best interest of the District to do so.
* Reject staff assigned who the District believes does not have the appropriate experience or qualifications to conduct the audit.
* The District may select as the successful Proposer that proposal which, in the District’s sole discretion and with whatever modifications the District and the Proposer may mutually agree upon, best meets the District’s requirements whether that proposal is the lowest priced.
* All costs associated with preparing a response to this RFP are the responsibility of the Proposer. The District shall not be responsible for any such costs.
* No Proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal except to the extent that the District, in its sole discretion, shall enter into a contract with the successful Proposer that it selects.
* All contracts, agreements and ancillary documents between the successful Proposer and the District are subject to the review modification and approval of the District’s legal counsel and shall incorporate the terms and conditions of this RFP.
* At the discretion of District, firms and individuals submitting proposals may be asked to make an oral presentation as part of the evaluation process at a time to be determined by District. Not all proposers may be asked to make a presentation to the District.

**XIII. INSURANCE REQUIREMENTS**

If this RFP results in a contract between the District and the firm, the firm will be **required** to agree to the terms below and provide evidence of minimum insurance of the types and the amounts listed. No Proposer shall commence work under this contract until it has obtained all the insurance required hereinafter and such insurance has been approved by the District, nor shall the contractor allow any subcontractor to commence any work on the subcontract until all similar insurance required by the subcontractor has been obtained and approved. Approval of the insurance by the District shall not relieve or decrease the liability of each contractor.

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the consultant hereby agrees to effectuate the naming of the district as an additional insured on the consultant's insurance policies, with the exception of workers' compensation, N.Y. State disability and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract
2. The policy naming the district as an additional insured shall:
	* Indemnify the district for any applicable deductibles and self-insured retentions.
	* Be purchased from an A.M. Best rated “secure” New York State licensed insurer.
	* State the organization’s coverage shall be primary and non-contributory coverage for the District, its Board, employees, and volunteers.
	* Additional insured status shall be provided by standard or other endorsements that extend coverage to the District for both ongoing and completed operations. The decision to accept and endorsement rests solely with the District. A completed copy of the endorsements must be attached to the certificate of insurance.
	* A fully completed New York Construction Certificate of Liability Insurance Addendum (ACOPD 855 2014/05) must be included with the certificates of insurance.
3. The consultant agrees to indemnify the District for any applicable deductibles and self-insured retentions.
4. Required Insurance: All insurance coverage must be maintained during the life of the contract.
	* **Commercial General Liability Insurance (including Premises-Operation, Contractor’s Protection, Projects and Completed Operations, Broad Form Property Damage)**

 $2,000,000 per occurrence/ $2,000,000 aggregate.

* **Workers' Compensation and N.Y.S. Disability Statutory Workers'**

**Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance** for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

* A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2(4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form may be completed and submitted online: [http*:1*/www.web. state.ny.us/content/ebiz/wcdbexemptions/requestExemptionOverview.j sp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp)
* **Professional Errors and Omissions Insurance**

 $2,000,000 per occurrence/ $2,000,000 aggregate for the professional acts of the firm performed under the contract for the district. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

* **Fidelity Bond** for dishonest acts of the consultant’s employees with coverage for computer fraud and fund transfer including client coverage.
* **Automobile Liability** – (Owned, non-owned, and hired): $1,000,000 per occurrence combined single limit and $2,000,000 each accident (personal injury and property damage)
1. Firm acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract. The firm is to provide the district with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work. The failure of the district to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the district.
2. The district is a member/owner of the NY Schools Insurance Reciprocal (NYSIR).The firm further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the district but also the NYSIR, as the District's insurer. Certificates must be delivered to Jerry Griffin. Superintendent of Malone Central School District, prior to the commencement of work.

**XIV. EVALUATION PROCEDURES**

District administration, supervisors and Board of Education members will review the proposals received and will further evaluate them, using the criteria listed below.

Those firms considered to be most qualified may be invited to the district for a forty-five (45) minute interview. Any firm(s) selected for an interview should prepare a brief power point presentation that provides general information about the firm and provides an overview of experiences in New York State public schools. Firms will also be required to provide a sample schedule, staffing chart, and monthly report to be provided to the Board of Education.

The District reserves its rights to examine any other criteria and take the same under consideration and to reject any firm or proposals despite its compliance with these criteria if it determines that to do so would be in its best interests.

* Qualifications and experience of the Firm and other key personnel.
* Knowledge of and experience with N.Y.S. Education Department procedures regarding the management of construction projects and other state and federal laws affecting the operations of public school districts.
* Recommendations from other school districts.
* Extent of services offered, and depth and extent of overall resources that can be put to use by the District.
* Preference will be given to proposals demonstrating an ability to carry out the tasks and responsibilities outlined in the proposal in a prompt and efficient manner, as well as the ability to contain costs.
* Construction Management Fees will be a consideration, but will not be the primary factor in the selection.

The District reserves the right to reject any and all proposals submitted, to request additional information from all proposers, and to negotiate with one or more of the finalists regarding the terms of the engagement. The District intends to select the firm(s) that, in its opinion, best meets the District's needs.

**CONSTRUCTION MANAGER INFORMATION FORM**

Firm \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Fax\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name, title, address, telephone and fax number of the firm’s officer responsible to the District for all the work to be provided under this RFP:

Name/Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Fax\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please check the appropriate box to identify the legal entity making this proposal.

 ( ) Corporation ( ) Partnership ( ) Individual ( ) Joint Venture

If a Joint Venture, identify other firm(s) in association.

Firm/Contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Fax\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If yes to any of the following questions, please attach a separate sheet of explanations; state the project(s), date, owner and reason.

* Has your firm or joint venture failed to accept a contract or to complete a contract awarded to you? ( ) Yes ( ) No
* Has your firm or joint venture under another or previous name failed to accept a contract or to complete a contract awarded to you? ( ) Yes ( ) No
* Has your firm or joint venture had a contract terminated or been given written notice or

demand incident to a proposed contract termination? ( ) Yes ( ) No

* Within the past five (5) years, has the proposer or any of its members, partners, shareholders, or principal officers been involved (as a plaintiff or a defendant) in any litigation, arbitration, mediation or other formal dispute resolution proceeding pertaining to the performance of professional services or to the default on a loan or any other financial obligation? ( ) Yes ( ) No
* Within the past five (5) years, has the proposer or any of its members, partners, shareholders, or principal officers failed to complete any contract for professional services? ( ) Yes ( ) N
* Within the past five (5) years, has the proposer or any of its members, partners, shareholders, or principal officers been insolvent, had a receiver appointed for it, made any assignment for the benefit of its creditors, or been involved as a debtor in any voluntary or involuntary bankruptcy proceedings? ( ) Yes ( ) N

State the name, agent’s name, address, telephone number of your current bonding company(s) and identify any other sureties used by your firm during the past five (5) years.

 Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Agent Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 City, State, Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PROPOSAL CERTIFICATIONS**

Firm Name: Business

Address

Telephone Number Date of Proposal

I. General Proposal Certification

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

II. Non-Collusive Proposal Certification

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

Every proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive proposals are required by statute, rule regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the proposer and affirmed by such proposer as true under the penalties of perjury;

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 his/her 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 proposal or to any competitor; and

(3) No attempt has been made or will be made by the proposal to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

A 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 cannot make the foregoing certification, the proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons, therefore. Where (a) (1), (2) and (3) above have not been complied with, the 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.

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 proposal 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 have been authorized by the board of directors of the proposer, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation or partnership.

Signature (Authorized)

Title

**Request for Proposal - Construction Management Service**

**INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT**

(**This form must be signed and notarized – Submit with proposal)**

 It is hereby agreed and understood that the Construction Manager agrees that, to the fullest extent by permitted by law, the Construction Manager shall indemnify, defend and hold harmless Malone School Board of Education, Malone Central School District, or any officer, agent, servant, or employee of the Malone Central School District, CS Arch and their sub-consultants, and each of their respective representatives, employees, directors, officers, and agents, from and against any and all claims, suits, actions, debts, damages, fines, penalties, costs, charges and expenses, including attorneys’ fees and court costs, arising out of, relating to or resulting from the contract work, including, but not limited to, bodily injury and/or property damage, to the extent caused, in whole or in part, by acts, actions, omissions, negligence, fault or breach of contract of the Construction Manager, its employees, agents, subcontractors, suppliers and/or materialmen, regardless of whether or not such claim is caused in part by a party indemnified hereunder.

 The assumption of indemnity, liability and loss hereunder shall survive Construction Manager’s completion of service or other performance hereunder of its contract work and any termination of the Construction Manager’s contract.

 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 Construction Manager may deem the same to be frivolous or without merit. It is intended that this Agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as described above and as the same may relate to the personnel and services provided by the Construction Manager under its contract.

 Signature Date

 Affirmed to me this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020

**Request for Proposal - Construction Management Service**

**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 providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.

C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the Malone Central School District.

D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

 Pre-referendum Bid Proposal $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Preconstruction Bid Proposal $

Bidding Phase Proposal $**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Construction/Closeout Bid Proposal $

 Please provide separate quotes for each phase.

**Firm’s Name**

**Address**

**City, State, Zip**

**(Print Name) (Signature)**

**(Phone) (Email Address)**

**Vendor’s** **Acknowledgement** **of** **Terms** **and** **Conditions**

The Board of Education reserves the right to award proposal by total, group or individual items, whichever is in the best interest of the Malone Central School District.

By signing below and submitting this proposal for consideration by the Malone Central School District, the vendor acknowledges that he/she has read, understood and agreed to all aspects of the General & Special Conditions, all appendices, and the Proposer’s response sheet as presented without reservation or alteration. The proposer, proposer’s affiliates, and any other agency that intercedes on the proposer’s behalf also agrees to hold Malone Central School District harmless and not responsible for any hardship that can or potentially could be caused, and subsequently impacts the proposer(s), as a result of this proposal.

By submission of this proposal, the proposer further certifies that:

1. No member of the **Malone Central School District,** nor any officer or employee or person whose salary is payable in whole or in part from the treasuries 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.

2. No officer or employee of the Agency, New York State Department of Education or any other governmental agency shall hold or receive any share or interest in this contract or derive any personal benefit arising there from.

3. Said Proposer has carefully examined the Instructions to Proposer, Schedules, Special Conditions, and Specifications prepared under the direction of the Board of Education, and will, if successful in this proposal, furnish and deliver at the prices stated and within the time stated, all the materials, supplies, apparatus, goods, wares, merchandise, services or labor which this proposal is made.

**Authorized Signature**

**Print Name**

**Vendor’s** **Guarantees**

The Successful Vendor guarantees to carry present adequate insurance to protect the District from loss in case of accident, fire, theft, etc.

* The Proposer shall perform its obligations hereunder in compliance with any and all applicable federal, state and local laws, rules, and regulations, including applicable licensing requirements.
* The Proposer covenants and agrees to comply in all respects with all federal, state and local laws and ordinances regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.
* The Proposer will pay prevailing wages and benefits to the extent required by the laws of the State of New York.
* The successful Vendor shall not assign, transfer, convey, subcontract, or otherwise dispose of the Contract Agreement or the right, title, or interest therein, or the power to execute such Contract, to any other person, company, or corporation, without prior express written of the District.
* The Proposer will indemnify, defend with competent counsel and hold harmless the District, its officers, agents and employees from and against any judgment or award and any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law or equity caused or sustained by or because of any omission of duty, negligence or intentional wrongful act on the part of the Proposer, its employees or agents, including subcontractors, in connection with this Agreement to the extent the Proposer is adjudged to be liable for such judgment or award or claim.
* This Agreement represents the entire and integrated agreement between the District and the Proposer and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the District and the Proposer.
* All verbal clarifications, changes, or modifications of the scope or details in the work are to be followed up with written verification and agreement by both parties. The District reserves the right of final interpretation of any clarifications or modifications relative to the Agreement.
* If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
* The District and the Proposer are independent contractors and shall have no other relationship. Neither party shall have or hold itself out as having the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other party.
* This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any litigation or other proceeding arising under this Agreement shall be commenced in a court of appropriate subject matter jurisdiction in the State of New York with venue in Franklin County.
* The Proposer shall cause all persons performing work pursuant to this Agreement to comply with all instructions pertaining to conduct and building regulations issued by the District. All such persons shall wear readily visible identification that is satisfactory to the District. The District may promulgate and modify from time to time rules and regulations relating to conduct as the District, in its sole discretion, may determine, and the Proposer shall cause all persons performing work to comply with them.
* The Proposer shall itself and shall also cause all such persons providing services under this Agreement to preserve and protect all confidential information of the District to which they may have access during the performance of work under this Agreement.

**Authorized Signature**

**Print Name**

**VENDOR’S EXCLUSIONS PAGE**

**Please list any and all exceptions to the itemized scope of work, if applicable. Return this page with your proposal. Attach additional pages, if necessary.**

**AUTHORIZED SIGNATURE:**

**DATE:**

**IRAN DIVESTMENT ACT – CERTIFICATION**

The Iran Divestment Act of 2012 (“Act”), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services (“OGS”) developed a list (“Prohibited Entities List”) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

By submitting a bid/proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor/Proposer, any person signing on behalf of any Bidder/Contractor/Proposer and any assignee or subcontractor and, in the case of a joint bid/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, that each Bidder/Contractor/Proposer and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

A Bid/Proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Bidder/Proposer cannot make the certification, the Bidder/Proposer shall so state and shall furnish with the Bid/Proposal a signed statement which sets forth in detail the reasons therefor. The District may award a contract to a Bidder/Proposer who cannot make the required certification on a case-by-case basis if:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person 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 that the goods and services are necessary for the District to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the District receive information that a person is in violation of the above-referenced certifications, the 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 ninety (90) days after the determination of such violation, then the District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The District reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, 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.

BUSINESS NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TITLE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SIGNATURE DATE

Subscribed to and sworn to before me

This \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

**PROPOSAL EVALUATION FORM**

The District will review all proposals for responsiveness and then evaluate using the criteria set out herein.

**EVALUATION CRITERIA AND SCORING**

RFP Title/Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Person or Firm Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Review \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Proposal Evaluator\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100**

**Solution Proposed**

This section will have no weighted scoring, but will allow for notes to be documented on the proposed solution.

[a] How well does the proposed solution meet the functional requirements? How well does it meet the goals of the project?

EVALUATOR'S NOTES \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[b] How well does the proposed solution meet the technical requirements?

EVALUATOR'S NOTES \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[c] Has the vendor offered any value-added functionality, products or services as part of the proposal that demonstrates added value?

EVALUATOR'S NOTES \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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[d] Evaluation of any options available to the District?

EVALUATOR'S NOTES \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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[e] Do the vendor’s strategies raise any issues or add risk to the District?

EVALUATOR'S NOTES \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[f] Evaluate the vendor’s response to the project approach and professional services requirements. Do the proposed services align with the requirements and demonstrate a good understanding of the scope required for this project?

EVALUATOR'S NOTES \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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[g] Evaluate the vendor’s response to the project management requirements. Has the vendor proposed project management services that align with the requirements for this project?

EVALUATOR'S NOTES \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Experience, Qualifications**

Weight 50 Percent: Maximum Point Value for this Section

100 Points x 50 Percent = 50 Points

|  |
| --- |
| Rating Scale (50 POINT Maximum) |
| Point Value | Explanation |
| 0 | None. Not addressed or response of no value |
| 1-20 | Fair. Limited applicability |
| 21-30 | Good. Some applicability |
| 31-40 | Very Good. Substantial applicability |
| 41-50 | Excellent. Total applicability |

The District will evaluate proposals against the questions set out below. Do not assign points to individual questions; instead, award a total score for each evaluation criterion.

**Questions regarding the personnel:**

[a] Do the individuals assigned to the project have experience on similar projects?

EVALUATOR'S NOTES \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

EVALUATOR'S NOTES \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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[c] Do the individuals have knowledge and experience with NYS Education Department procedures regarding the management of construction projects and other state and federal laws affecting operations of public school districts?

EVAULUATOR’S NOTES \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Questions regarding the firm:**

[c] Has the firm demonstrated experience in completing similar projects on time and within budget?

EVALUATOR'S NOTES \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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[d] How successful is the general history of the firm regarding timely and successful completion of projects?

EVALUATOR'S NOTES \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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[e] Does the firm appear to be financially stable?

EVALUATOR'S NOTES \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[F] Does the firm come with recommendations of other school districts?

EVALUATOR'S NOTES \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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EVALUATOR'S POINT TOTAL FOR QUALIFICATIONS/EXPERIENCE \_\_\_\_\_\_\_\_\_\_\_

**Cost Proposal**

Weight 30 Percent: Maximum Point Value for this Section

100 Points x 30 Percent = 30 Points

Converting Cost to Points: the lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined as follows:

Price of Lowest Cost Proposal

Price of Proposal Being Rated X Total Points for Cost Available = Awarded Points

COST PROPOSAL EVALUATION

EVALUATOR'S POINT TOTAL FOR PRICE PROPOSAL \_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTES: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Program Description**

Weight 20 Percent: Maximum Point Value for this Section

100 Points x 20 Percent = 20 Points

|  |
| --- |
| Rating Scale (20 POINT Maximum) |
| Point Value | Explanation |
| 0 | None. Not addressed or response of no value |
| 1-5 | Fair. Limited applicability |
| 6-10 | Good. Some applicability |
| 11-15 | Very Good. Substantial applicability |
| 16-20 | Excellent. Total applicability |

[f] Does the firms projected approach and plans meet the requirements of this RFP?

EVALUATOR'S NOTES \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EVALUATOR'S POINT TOTAL FOR 9C \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Request for Proposal Evaluation Summary**

|  |
| --- |
| Name/number of RFP:  |
| Vendor Being Evaluated:  |
| Solution Evaluation (Maximum70 Points)  | Maximum Points by Category | Score  |
| Solution Proposed  | 0 | No scoring |
| Experience, Qualifications | 50 |  |
| Cost Evaluation (Maximum 30 Points)Price of Lowest Cost Proposal Price of Proposal Being Rated X 30 points = Awarded Points  | 30 |  |
| Program Description | 20 |  |
| Total |  |