

**NEW PALTZ CENTRAL SCHOOL DISTRICT
196 MAIN STREET
NEW PALTZ, NY 12561**

REQUEST FOR PROPOSALS

**ARCHITECTURAL/ENGINEERING
SERVICES**

Due: JUNE 21, 2023 9A.M.

Return Proposal to:

New Paltz Central School District
c/o Ms. Deb Kosinski, Assistant Superintendent for Business
196 Main Street
New Paltz, NY 12561
(845) 256-4010 FAX (845) 256-4009

REQUEST FOR PROPOSALS FOR ARCHITECTURAL / ENGINEERING SERVICES

GENERAL INFORMATION/CONDITIONS:

The New Paltz Central School District (The District) hereby is soliciting proposals from qualified and experienced "Architectural / Engineering Consultant firms (The Firm) to provide Architectural Consulting Services for the demolition of the former District Office building located at 196 Main Street New Paltz, NY 12561 (The Project).

Firms submitting proposals shall meet the following minimum qualifications that will be considered by the District as a basis for selection of an Architectural/Engineering firm are as follows:

- Minimum of 10 years' experience providing professional architectural / engineering services to NYS school districts. In accordance with Section 155.2(b) of the Regulations of the Commissioner of Education.
- New York State professional registration and licensing in all applicable disciplines.
- Thorough knowledge of procedures, requirements and practices of the New York State Education Department, including those involving demolition of buildings and related issues.
- Thorough knowledge of the new Building Code of New York State, including the adoption of the International Building Code and New York State enhancements.
- Thorough knowledge of and familiarity with the federal requirements of the Americans with Disabilities Act.
- An ability to maintain sufficient levels of architectural and engineering staff to complete the Project in an acceptable time frame and/or have solid relationships with consultant firms.

Information for the request for proposal may be obtained at the Business Office of the **New Paltz Central School District** any day between the hours of 8:00 a.m. and 4:00 p.m. except Saturdays, Sundays, and Holidays, beginning May 22, 2023.

For a firm to be considered for engagement, an original plus three (3) copies of their proposal must be submitted by one of the following methods:

**By Mail sent to: New Paltz Central School District
 c/o Debra Kosinski, Assistant Superintendent for Business
 196 Main Street
 New Paltz, New York 12561**

**Or delivered in person to:
 New Paltz Central School District
 Business Office
 c/o Debra Kosinski, Assistant Superintendent for Business**

**1 Eugene L. Brown Drive
New Paltz New York 12561**

Or delivered in via UPS or Fed Ex:

**New Paltz Central School District
Business Office
c/o Debra Kosinski, Assistant Superintendent for Business
130 N. Putt Corners Road
New Paltz New York 12561**

Envelopes containing proposals must be labeled as follows:

“RFP FOR ARCHITECTURAL/ENGINEERING SERVICES-2023”

The deadline for receipt of proposals is **June 21st, 2023 at 9AM**

Proposers are solely responsible for ensuring that their proposals are received at the appropriate location at or prior to the date and time indicated in the specifications. **No proposals will be accepted after the designated date and time indicated in the proposal specifications.** Any proposals received after this deadline will be returned unopened to the Firm. Delay in mail or UPS/FeDex delivery is not an exception to the receipt of a proposal.

The Board of Education reserves the right to reject any and all proposals submitted or to accept any proposal which, in the opinion of the Board, will be in the best interest of the School District. The Board, in its discretion, may waive any immaterial irregularity in the RFP response.

POINT OF CONTACT:

District RFP documents will be distributed by the Assistant Superintendent for Business. The Assistant Superintendent for Business, or designee, shall be the only one authorized to make changes or alterations to anything contained in this RFP. Copies of RFP documents obtained from any other source are not considered official copies. Only those prospective proposers who obtain RFP documents from the Assistant Superintendent for Business will be sent addendum information, if such information is issued.

Limited requests for clarification or additional information regarding this Request for Proposals must be submitted in writing to the Assistant Superintendent for Business prior to the proposal opening. **Verbal questions will not be entertained.** Questions may be submitted **via email.** Questions must be submitted at least 72 hours prior to the proposal opening. Failure to do so may result in rejection of the proposal as being unresponsive. Any substantive requests for information that are received and responded to by the District will be provided to prospective proposers in the form of an addendum.

All questions concerning this proposal and requests for a site visit shall be sent to:

Debra Kosinski, Assistant Superintendent for Business

dkosinski@newpaltz.k12.ny.us

With the subject: ARCHITECTURAL/ENGINEERING SERVICES RFP-2023

PROPOSAL COSTS:

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.

MODIFICATION OR WITHDRAWAL OF PROPOSALS:

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

RIGHT TO REJECT PROPOSALS:

This RFP does not commit the District to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or to procure or contract for services. The 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 any or all proposals received as a result of this request, to negotiate with all qualified proposers, or to cancel this RFP, in part, or in its entirety, if it is in the best interest of the District. The District may select as the successful proposal 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 or not that proposal is the lowest priced proposal. No Proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the District, in its sole discretion, shall enter into a contract with the Proposer that it selects as the successful contractor.

CONTRACT AGREEMENT:

The selected proposer will be required to agree to and sign a formal written contract between the District and the proposer.

Provisions of this RFP and the contents of the successful response will be used to establish final contractual obligations. It is understood that this RFP and the Respondent's proposal shall be attached and included by reference in the contract signed by the District and the successful Proposer.

The District retains the option of canceling the award if the successful Proposer fails to timely accept such award.

RIGHT TO NEGOTIATE WITH PROPOSERS:

The Board reserves the right to negotiate with all Proposers and to enter into a contract for services with the Proposer on terms and conditions that are in the District's best interests.

NEGOTIATED CHANGES:

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.

DURATION OF PROPOSALS:

Proposals will remain in effect for a period of ninety (90) days from the deadline for submission of the proposal.

STANDARD CONTRACT CLAUSES:

The successful Proposer will be required to enter into a written agreement 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 provisions in the final agreement with the successful Proposer and to make changes to the following clauses and/or any proposed Contract.

A. Compliance with Law and Standard Practices:

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.

B. Statutory Compliance:

The Proposer covenants and agrees to comply in all respects with all federal, state and local laws, rules and regulations regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.

C. Assignment or Subletting of Contract:

The Proposer may not assign, transfer, convey, subcontract or otherwise dispose of this Agreement or its responsibility to perform under this Agreement or its right, title or interest in and/or to the same, nor any monies which are or will become due on and payable to it thereunder, nor the power to execute such Agreement to any other person or corporation without the prior express written consent of the District, which may be withheld.

D. Indemnification:

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless Owner, its officers, employees and agents ("Owner"), from and against any and all suits, actions, liabilities, damages, professional fees, including attorneys' fees, costs, court costs, expenses, disbursements or claims of any kind or nature for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Work of the Contractor, its agents, servants, subcontractors or employees, or the use by Contractor, its agents, servants, subcontractors or employees, of any premises or facilities, or part thereof, of the Owner. This agreement to indemnify applies in the event of liability imposed against the Owner without any negligence or fault on the part of the Owner and solely by reason of statute, operation of law or otherwise. In the event any negligence or fault is assigned or apportioned to the Owner, this agreement specifically includes partial indemnity of Owner, but limited to any liability imposed over and above that percentage attributed to the Owner.

E. Contract Modifications:

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.

F. Severability:

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 not held to be invalid or unenforceable shall be valid and enforced to the fullest extent permitted by law.

G. Conflict of Interest:

The Proposer hereby covenants and agrees that no member of the Board of Education or other District officer or employee prohibited by law to be interested in this Agreement will directly or indirectly benefit therefrom

H. Independent Contractors:

The Contractor shall be an independent contractor and shall have no other relationship to the District. 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.

I. Governing Law:

This Agreement shall be construed and interpreted at all times in accordance with and governed by the laws of the State of New York without reference to conflict of laws rules. Any claims or causes of action arising out of or in connection with this Agreement shall be commenced in Ulster County Supreme Court of the State of New York, and both parties agree to the jurisdiction of this court.

J. Compliance with District Regulations:

The Contractor shall cause all persons performing work pursuant to this Agreement to comply with all, District policies, rules and instructions by District staff 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 for the District to comply with them.

K. Confidential Information.

The Contractor 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.

INSURANCE:

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.

Workers' Compensation and other Mandated Insurance: Each Proposer shall obtain and maintain during the life of the contract the statutory Worker's Compensation, NYS Disability, and Employer's Liability Insurance, and all other insurance required by law, for all of their employees engaged in work under this contract.

Bodily Injury and Property Damage Liability Insurance: Each Proposer shall obtain and maintain during the life of the contract a Comprehensive General Liability Insurance Policy for Bodily Injury, including Accidental Death, and Property Damage which shall protect the Proposer from claims for damage which may arise from operations under this contract, whether such operations be by Proposer, or by any subcontractor, or by anyone directly or indirectly employed by them.

The hazards insured against are listed below:

- Premises-Operations
- Project & Completed Operations
- Explosion & Collapse
- Underground
- Contractual Insurance
- Broad Form Property Damage
- Independent Contractors
- General Liability, including personal and advertising liability
- Automobile Liability, including owned, hired and non-owned vehicles
- Professional Liability
- Umbrella Liability

The required minimum limits of liability coverage on the above listed shall be:

General Liability

Bodily Injury and Property Damage Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Personal/ Advertising Injury	\$1,000,000

Automobile Liability

Automobile Liability including Hired, Owned/Non-owned Autos
Combined Single Limit \$1,000,000

Professional Liability

Each Occurrence \$2,000,000
Aggregate \$4,000,000

Umbrella Liability

Providing Coverage over General, Automobile and Professional Liability

Each Occurrence \$5,000,000
Aggregate \$5,000,000

The Architectural firm must have Professional Liability Insurance. The insurer on all such policies must be licensed to do business in New York State and possess a minimum rating from A.M. Best of "A-" or better. The selected Proposer shall provide the New Paltz Central School District with certificates and or policies of insurance verifying the existence of the above referenced policies and limits at the time of engagement and upon request by the District at all times during the engagement. Said certificate(s)/policies of insurance shall specifically state that the New Paltz Central School District, its officers, employees, agents, and assigns shall be named as additional insured parties, on a primary, non-contributory basis, except for professional liability insurance, workers' compensation and disability where the District will be a certificate holder only.

SCOPE OF SERVICES

The Firm will perform professional design and construction related services at the direction of the District. The selected Firm will be required to provide the following services including, but not limited, to architectural, engineering - civil, structural mechanical, plumbing, hazardous materials, kitchen design and landscape design either through in-house staff or sub-consultants. The services shall be provided in accordance with the Manual of Planning Standards by the NYS Education Department (NYSED) and the following:

General Scope:

The Services the Architect shall provide include, without limitation:

- Provide complete and accurate architectural and engineering services as required for approval of this Project by Bureau of Facilities Planning at NYSED, as directed by the District
- Provide evaluations, analysis, recommendations, cost and time estimates, reports, feasibility studies for work as directed by the District.

- Report weekly, both orally and in writing, to the District on progress, budgets, and schedule. Provide written minutes within a week after all meetings held with administrators, contractors and/or board of education members. Electronic rather than written copies may be acceptable if approved by the District.
- Establish contact and maintain liaisons as necessary with the NYS State Education Department authorities during all approval processes.
- Administer the construction bid and award process with the District.
- Assist the District in establishing cost breakdowns and other controls with which to evaluate the responsiveness and completeness of construction bids received.
- Establish a system of controls requiring specific performance of contractors and vendors, and which will anticipate by means of adequate reporting and documentation, the means to resolve disputes, delays and Change Orders.
- Senior Principal of the firm will attend monthly meetings with the Superintendent, Assistant Superintendent for Business and other District personal to review progress and provide financial updates on the Project from the start of the project until Substantial Completion.

PRE-DEMOLITION PHASE:

- Attend pre-bid meetings with potential contractors. Answer bid RFIs and prepare addenda (as needed) related to the design documents.
- Assist in the evaluation of bids received and make formal recommendation to the Board of Education

DEMOLITION PHASE:

- Provide Demolition Administration services as per Standard AIA B132-2009 practices.
- Evaluate the demolition activity, including site visits to monitor the work in progress, review all monthly requisition and payment processes and keep accounts, handle inquiries, keep records, report on schedule progress and estimated completion cost, prepare punch-lists, administer completion and handover process.
- Assist with monitoring progress and evaluate proposed change orders and their cost impacts during the demolition phase of the project.
- Provide all necessary personnel and expertise required for the timely administration of contracts, negotiation of change orders, and resolution of disputes and delays.
- Continue progress evaluation, determine effects on the Project schedule and make recommendation to adjust the work as required to maintain the accepted schedule.

- Attend/conduct, when necessary, weekly and specially scheduled job meetings involving the prime contractors, keep and distribute accurate minutes of meetings in a timely manner.
- Review requests for payment from contractors and suppliers against previously established milestones and schedules and work completed.
- Assist contractors to avoid and resolve jurisdictional disputes when and if they occur.
- Recommend to the District when inspection(s) to determine substantial completion and final completion and punch-lists should be made, conduct such inspection(s) with the project team and others, as required, and ensure that all punch-list items are corrected.
- Diligently pursue all contractor closeouts.
- Assist the District with NYSED final close-out documents.
- Deliver all records, documents and other items pertinent to the Project to the District.

The District may request that the Architect perform additional services and projects, as needed, upon submission of a proposal for such services from the Architect, with a description of services and cost estimates, upon approval of same by the District's Board of Education.

INSTRUCTIONS TO PROPOSERS

Proposal Format

- a. Title Page showing that the proposal is for architectural/engineering services; the Firm's name, and the name, title, address and telephone number of a contact person, and the date of the proposal.
 - b. Table of Contents
 - c. Information described in the Technical Proposal Section as outlined below
 - d. Compliance with Insurance requirements
1. Inquiries concerning the Request for Proposals and the subject of the Requests for Proposals should be only sent by email.
 2. Each proposal must be submitted in a sealed envelope, plainly marked on the outside as "RFP for Architectural/Engineering Services - 2023." Please submit three (3) copies of your proposal.
 3. Responses must be received on or before **9:00 AM Wednesday, June 21st, 2023**.
The Firm may either send the proposal to:

New Paltz Central School District
c/o Debra Kosinski, Assistant Superintendent for Business
196 Main Street
New Paltz, New York 12561

Or delivered in person to:

New Paltz Central School District
Business Office
c/o Debra Kosinski, Assistant Superintendent for Business
1 Eugene L. Brown Drive
New Paltz New York 12561

Or delivered via UPS or Fed Ex:

New Paltz Central School District
Business Office
c/o Debra Kosinski, Assistant Superintendent for Business
130 N. Putt Corners Road
New Paltz New York 12561

Proposals received after the specified date and time may not be considered at the discretion of the District.

4. The District reserves the right to reject any or all proposals and to waive any or all Informalities or irregularities as it deems in the best interest of the District.

TECHNICAL PROPOSAL

Provide the following:

1. Company Profile: This section should state the size of the Firm, the type of firm (i.e., Architect, Architectural/Engineer), Firm background, the location of the office from which the work on this Project is to be performed.
2. Experience
 - a) Submit a letter of interest, a general introduction, background description of your firm, and type of services provided Include contact name, address, phone number, e-mail address of contact person. Also include same information for the Principal and Architect of Record if different than above. List experience of each in regard to school construction projects of similar nature and scope.
 - b) Provide a general list of K-12 projects completed in past ten years- minimum of 10 projects.
 - c) List of school district clients to whom services were provided in:
 - a. 2021-2022 school year
 - b. 2022-2023 school year
 - d) Provide a detailed List your Firm's experience with K-12 school projects. Include Owner's name; contact's name, title and phone number, e-mail address; a brief Description; contract amount; and completion date. Please limit experience to last five years.
 - e) Provide list of all NYS educational organizations that the company belongs to or supports.

- f) If there are sub-consultants provide similar information as listed in c), d) & e), above.
 - g) List of Current Clients
- 3. Describe your staff capability. Provide a detailed list of your Firm's in-house disciplines vs. hired consultants.
- 4. Submit an organizational chart reflecting key staff to perform this Project. Include resumes. Indicate whether engineering work will be handled in-house or independently. If an independent firm is to be used, please identify the firm and individuals involved along with their experience.
- 5. Provide a list of those individuals in the Firm with expertise in NYS public school construction that will be directly involved with the District and whose participation will be contractually committed to the District. Include a résumé that includes information without limitation such as:
 - a) years of experience in NYS public school construction
 - b) educational background,
 - c) the date the person began work for the firm,
 - d) their experience in designing NYS public school construction projects
- 6. Describe your approach to this type of Project.
- 7. Provide detailed information regarding the financial background of the Firm and any sub-consultants included in proposal, including, but not limited to, financial statements, annual reports and the like covering the most recent fiscal year.
- 8. Identify items not covered under Basic Services as per AIA B101. Include a list of all reimbursable Items not included in the fixed compensation.
- 9. A completed – Non Collusive Bidding/Proposal Certification (See appendix A)
- 10. A completed and Notarized Iran Divestment Act Certification (See Appendix B & Appendix C)
- 11. A completed and notarized Sexual Harassment Policy/Training Certification (see Appendix D)
- 12. A completed W-9 form.
- 13. A completed Hourly Rate Schedule (See appendix E)

14. Compensation: Please provide in a separate sealed envelope the following:

- a) Labeled “**ARCHITECTURAL/ENGINEERING COMPENSATION**”
- b) This section should include information on the compensation structure to be charged for services performed. The District reserves the right to award the contract as a whole to one architectural firm or to more than one firm as it best suits the needs of the Project.
 - i. Total Fee for demolition of building
\$ _____
 - ii. Include additional information, if applicable, to start-up, close out and reimbursable costs (if not part of base fee).

CRITERIA FOR EVALUATING PROPOSALS:

The District’s Assistant Superintendent for Business will receive all proposals. District administration will review the proposals received and will evaluate them, using the criteria listed below.

The District reserves its right 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 to be involved in the Project.
- Knowledge of and experience with N.Y.S. Education Department procedures regarding demolition and 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.
- Location/Proximity to the District will be considered.
- District’s evaluation of the proposal and of the best interests of the District
- District’s evaluation of the Firm’s record of performance on similar projects
- Fee Structure for demolition Project, as well as for other architectural/engineering services that may be requested by the District.

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.

APPENDIX A

NON-COLLUSIVE BIDDING/PROPOSAL CERTIFICATION

Section 103-d, General Municipal Law. Statement of non-collusion in bids and proposals to political subdivisions of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency, or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidders and affirmed by such bidder as true under the penalties of perjury,

a. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of any joint bid/proposal each party thereto certified as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1 The prices in this bid/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 another bidder or with any competitor,
- 2 Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder/proposer or to any competitor; and
- 3 No attempt has been made or will be made by the bidder/proposer to induce any other person, partnership or corporation to submit or not to submit a bid/proposal for the purpose of restricting competition.

b. Any bid/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 bidder/proposer shall so state and furnish with the bid/proposal a signed statement which sets forth in detail the reason therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid/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 bid/proposal is made, or their designee, determines that such disclosure was not made for the purpose of restricting competition.

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

Any bid/proposal hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder/proposer for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to include the signing and submission of the bid and the inclusion as the act and deed of the corporation.

Signed _____ Title _____

APPENDIX B

IRAN DIVESTMENT ACT COMPLIANCE RIDER

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

- a. The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- b. The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the SFL and maintained by the Commissioner of the Office of General Services.

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

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

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

APPENDIX C

CERTIFICATION - IRAN DIVESTMENT ACT OF 2012

(This form must be signed and notarized, and submitted with bid)

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, Proposer (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Proposer is advised that once the list is posted on the OGS website, any Proposer seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not 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 Contractor 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: _____ Date: _____

Affirmed to me this _____ day of _____, 2023

APPENDIX D

Sexual Harassment Certification

In accordance with State Finance Law §138-1, which generally prohibits the School District from entering into contracts pursuant to the bid/RFP process with persons who fail to submit a certification affirming compliance with New York State Labor Law §201-g, the Proposer submits the following certification under the penalty 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 bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that the proposer has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the NYS Labor Law.

Dated: _____, New York
_____, 2023

Firm's Name

(Print Name)

(Signature)

Sworn to before me this _____
day of _____, 2023

Notary Public

APPENDIX E

HOURLY RATE SCHEDULE

1	Principals	\$ _____	per hour
2	Partners	\$ _____	per hour
3	Senior Associates	\$ _____	per hour
4	Associates	\$ _____	per hour
5	Project Architects	\$ _____	per hour
6	Project Managers	\$ _____	per hour
7	Contract Administrators	\$ _____	per hour

List Anticipated Reimbursable Expenses:
