



**Suffern Central School District**  
45 Mountain Avenue  
Hillburn, New York 10931

**Request for Proposals – Architectural & Engineering Services**

RFP Title: Architectural & Engineering Services

RFP #: AES05092024

Bid Opening Date: Thursday, May 09, 2024

Time: 2:00 PM

**Proposal Terms and Conditions**

The Suffern Central School District is accepting proposals from Architectural/Engineering Firms (the “Architect”) having specific experience in the area(s) outlined in the Request for Proposal.

The objective of this Request for Proposal is to enter into a contract with the selected proposer to furnish architectural/engineering services in connection with various capital improvements the Suffern Central School District may undertake.

Failure to comply with all provisions of the Request for Proposal may result in disqualification. Proposal responses must be sealed when delivered. The outside of the proposal envelope should be marked with:

**"Request for Proposal #AES05092024 Architectural & Engineering Services  
May 9, 2024@ 2:00 PM"**

The envelope itself is to be addressed as follows:  
SUFFERN CENTRAL SCHOOL DISTRICT  
ATTN: ARLENE NOONAN  
BUSINESS OFFICE  
45 MOUNTAIN AVENUE  
HILLBURN, NEW YORK 10931

Proposals received after the above-cited time will be considered a late quote and will not be accepted.

The Suffern Central School District reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the vendor's qualifications and capabilities to provide the specified service, and other factors which Suffern Central may consider consistent with General Municipal Law Section 104-b.

## **REQUIRED KNOWLEDGE AND SKILLS**

The architectural/engineering firm should have knowledge in design work associated with educational environments, experience with the State Education Department requirements, and other areas that are deemed necessary.

The proposer must possess the ability to organize work in a logical manner and possess good judgment and a high degree of personal integrity.

## **TERMS OF ENGAGEMENT**

A one-year contract with the option of extension by mutual agreement for four additional one-year periods is contemplated, said term being subject to annual review and recommendation of the Purchasing Agent and Superintendent of Schools, and approval by the Board of Education.

## **DUTIES AND RESPONSIBILITIES**

The selected architect is to coordinate and manage projects and play an active role in the District's Project Team, consisting of the architect, construction manager, administration, Board member, and other members deemed appropriate by the District (the "Project Team"). The Architect will, or in some instances assist the construction manager to, develop schedules; analyze project construction estimates; analyze alternative designs; analyze cost models; understand labor conditions; advise on the most appropriate construction techniques; provide value engineering and life cycle costing; and coordinate/communicate the activities of the Project Team through all phases of the project.

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

The Architect will utilize its skill and knowledge of design and construction to provide for, but not be limited to:

## **DESIGN & PRE-CONSTRUCTION PHASE**

1. The Architect's duties will include, but not be limited to:
2. Assist the District with any preliminary documentation to New York State Education Department.
3. Assist the District with the SEQRA process, and if necessary be prepared to make recommendations for a SEQRA consultant.
4. Assist the District in estimating and maximizing the amount of building aid.
5. Assist the District in budgeting and scheduling exercises to evaluate alternate options and approaches from the standpoints of constructability and cost while meeting the requirements of the users.
6. Assist the District in the selection of testing and/or other specialty consultants when required during any project.
7. Senior Principal for the Architect will attend regular meetings with District staff, as required by the District, to review progress and provide financial updates on the Project from the start of the Project until Substantial Completion.
8. Public presentations as needed.
9. Meet with other members of the District's Project Team to review the program in order to fully understand the project scope, concept and other pertinent aspects of this project.
10. Review cost models, manage design progress, evaluate design changes and their cost impacts and review project estimates during the design and construction document phase of each project component. Coordinate program planning activity with the District and construction manager.

11. Independently review, verify and update project schedules and cost estimates in the schematic design, design development, and construction document phases.
12. Evaluate all construction options technically, in terms of costs, and with regard to movement of staff/logistics for minimum operational disruptions.
13. Assist the construction manager in reviewing local labor market conditions and local availability of construction materials as they affect design choices and construction cost. Establish liaison with contractors and encourage and recruit their participation in bidding. Make every legal effort and attempt to encourage local contractor participation in the construction of the project.
14. Advise the District on the conceptual design and prepare cost estimates of the design.
15. Participate in all design meetings, including initiating meetings with agencies, as necessary, having approval authority.
16. Prepare plans and specifications along with all other documents required for submission to and approval by New York State Education Department.
17. Conform to the District's procedures for conduct for construction projects, observe all applicable laws, rules and regulations including competitive bidding requirements and Labor Law requirements.
18. Prepare plans and specifications in accordance with applicable law, rules, regulations, codes and ordinances including but not limited to section 155 et. seq. of the Regulations of the Commissioner of Education for all purposes including public bidding.
19. Provide CAD-retrievable facility database.
20. The Architect will assist the construction manager to develop a contracting and purchasing strategy. The Architect shall assist in identifying long-lead time items and arrange for procurement.
21. Assist in expediting the bidding process, assure acceptable bids, cultivate good contractual relations; provide bid phase assistance (pre-bid conference, document distribution, bidder questions, prepare and distribute addenda, bid evaluation and recommendations, contract liaison, and if required, preparing bid packages for each contract, including definition of scopes of work, drawings, technical specifications, terms and conditions, bonding, and insurance requirements etc.).
22. Assist the District and the construction manager in bid selection process. Establish a list of contractors, evaluate bids and alternates, and make recommendations to the construction manager for approval of selected contractors with public bidding requirements.

## **CONSTRUCTION PHASE**

The Architect's duties will include, but not limited to:

1. Review all submittals and shop drawings for conformance with the contract documents; maintain records of accepted and rejected submittals. The architect shall be responsible for all coordination of shop drawings and meetings held during construction.
2. Continually evaluate project progress and recommend appropriate actions to maintain the accepted schedule. Provide necessary reports to the District as requested.
3. Establish and maintain a good working relationship with the community adjacent to the job sites and use reasonable methods to reduce undesirable impacts such as noise, dust, lighting, odor, and other potential nuisances.
4. As requested by the District, assist contractors in the avoidance and resolution of jurisdictional disputes.
5. Schedule and conduct final inspections alone and with the Project Team and others and prepare punch lists; and oversee correction of punch list items.
6. Review evaluations and make recommendations on proposal and change order requests.

7. Review and verify applications for payment from contractors and suppliers for accuracy, progress and compare milestones, and make certifications to the District regarding payment.
8. Attend project site meetings to review progress and provide site representation, as needed.

**DESCRIPTION OF THE SCHOOL DISTRICT**

The Suffern Central School District, located in Rockland County in the state of New York, serves students from Pre-Kindergarten through twelfth grade. The District is comprised of seven schools and one administration building. Building information is as follows:

<b>Facilities (Buildings)</b>	<b>Location</b>
Suffern High School	49 Viola Road, Suffern, NY 10901
Suffern Middle School	80 Hemion Road, Suffern, NY 10901
Cherry Lane Elementary School	1 Heather Drive, Suffern, NY 10901
Montebello Elementary School	50 Montebello Road, Suffern, NY 10901
Richard P. Connor Elementary School	13 Cypress Road, Suffern, NY 10901
Sloatsburg Elementary School	11 Second Street, Sloatsburg, NY 10974
Viola Elementary School	557 Route 202, Suffern, NY 10901
Suffern CSD Administration Building	45 Mountain Avenue, Hillburn, NY 10931

The District’s Building Condition Survey 5-year plan has been reviewed by the District and a number of items to be addressed in this project are a result of that plan. The plan will be available as needed.

**ANTICIPATED PROPOSAL TIMELINE**

The following is a list of key dates up to and including the date proposal are to be submitted:

Request for Proposals Issued	April 18, 2024
Due Date for Proposal	May 9, 2024
Potential Interviews	Week of May 13, 2024

**PROPOSAL SUBMISSIONS**

Responding proposers will provide evidence demonstrating experience and an ability to provide the requested services, including, but not limited to, the firm’s experience as an architectural/engineering firm for public school districts. Prior experience as an architectural/engineering firm for public school districts will be a major consideration. The proposal package must include responses to the following specifications.

1. A letter containing the proposer's understanding of the services to be provided to the District, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm offer for architectural/engineering services. The letter shall be signed by the person or persons legally authorized to bind the proposer to a contract.
2. State whether the proposer is a sole proprietor, a partnership, a corporation, or other legal entity.
3. Firm’s history including present size and in-house disciplines.
4. If the firm does not have in-house capabilities to complete all design work associated with the projects, identify sub-consultant firms that will provide those services. The proposal shall include information about providing architectural, structural, electrical, plumbing, mechanical, geotechnical, landscape architecture services, and cost estimating as necessary.
5. Explain your management plan and how you will staff this engagement, including which staff would be on-site or at the firm’s home office. Include organizational chart with staff names, references and resumes for each staff member to be assigned to the District’s project, including the partner(s) in charge.

6. Demonstrate substantial experience in the implementation of procedures proven to be effective for timely completion of projects within the established budget and show methods effectively used to monitor actual vs. anticipated progress in regard to cost and schedule. Include the experience of the specific staff the firm intends to assign to the District's projects.
7. List the firm's current projects including: client's name, the construction manager, contract amount, total project amount, type of contract, completion dates, and brief description of the project's scope of services and status.
8. Describe the firm's financial and staff capability.
9. Describe the firm's experience in the immediate geographic area of the project, as well as the experience of the specific staff the firm intends to assign to the District's projects.
10. Describe the firm's experience with the State Education Department requirements, as well as the experience of the specific staff the firm intends to assign to the District's projects.
11. Description of a minimum of five (5) completed projects for school districts within New York State. Include the school district name, contact person and phone number, construction manager, original estimated contract amount, final contract amount, type of contract, date of completion, and brief description of the project's scope of services and status and key personnel involved.
12. What was the total construction cost by year for work your firm was the architect of record for the past five (5) years, and list the percentage that was for public school construction?
13. Provide the names of all current school district clients with information on the number of years of service to each.
14. Provide a description of any regulatory action taken against the firm within the last five years by a regulatory agency, such as the Internal Revenue Service or State Education Department.
15. Any other factor which may influence the District's decision.
16. Provide a statement verifying that there are no conflicts of interest between the architectural/engineering firm and the Suffern Central School District Board of Education.
17. Identify any litigation brought against the firm during the past five years. Explain any pending litigation that may have a financial impact on your firm or provide a statement notifying the district that no pending litigation exists.
18. Errors and Omission Policy: \$1,000,000 per occurrence/ \$1,000,000 aggregate for the professional acts of the consultant performed under the contract for the district. Coverage shall remain in effect for two years following the completion of work.
19. Each proposal must be accompanied by properly completed copies of the attached "NON-COLLUSIVE BIDDING CERTIFICATE", "IRAN DIVESTMENT ACT OF 2012 CERTIFICATION" and "HOLD HARMLESS AGREEMENT."
20. Failure to sign these statements will constitute grounds for rejection of a proposal.

**THE PROCESS BY WHICH PROPOSALS WILL BE CONSIDERED AND DETERMINED IS AS FOLLOWS:**

1. Request for Proposals will be legally advertised and distributed on or about April 18, 2024.
2. All proposals responding to the District must be in writing and must be received by 2:00 PM May 9, 2024 at the school district office located at 45 Mountain Avenue, Hillburn, New York 10931, at which time and place proposals will be opened publicly. Except as provided below, proposals submitted after that time and date will be rejected and returned unopened to the proposer.
3. Based on the proposals received, proposers may be selected to interview with a committee of district officials. The purpose of the interview process will be to further review and analyze the proposals. It is expected that interviews will take place the week of May 13th or such later date as may be determined by the District.

The Board reserves the right to reject any and all proposals at any time during the process, based upon its sole discretion, and

to seek new proposals through either the same or similar process or another process. Moreover, the Board reserves the right to waive all informalities and/or technicalities where the best interests of the Board may be served including the right to award a contract without any further discussion or negotiation with anyone proposing these services. Post proposal negotiations may be conducted with any proposer.

## SCORING CRITERIA

The following criteria will be graded on each proposal:

### Technical Requirements Including Experience

- ✓ Qualifications - Experience of professional staff, capability of firm to progress and complete the work, and proposed methodology and demonstrated understanding of the District needs.
- ✓ Number of New York State school districts that the proposer has serviced and satisfaction of those clients.
- ✓ Previous experience of the architectural/engineering firm, proposed staff for District projects, and previous work involving educational facilities, awards or commendations, cost effective performance and demonstrated ability.
- ✓ Any other factor which relates to the District's mission or goals.

### Cost

- ✓ Fees -Cost proposals will be scored on a comparative analysis between proposals received. The cost proposal with the lowest total architectural/engineering service fee cost will receive the maximum number of points and others will be pro-rated accordingly (low bid divided by the bid being evaluated multiplied by the maximum number of points available).

Upon completion of the evaluation process the Board shall make an appointment after reviewing the analysis of the criteria set forth above.

## MAILING INSTRUCTIONS

All proposals must be received by the Purchasing Supervisor no later than May 9, 2024 at 2:00 PM. Any proposals received after this deadline will be returned unopened. Proposal responses must be sealed when delivered. Failure to comply with all provisions of the Request for Proposal may result in disqualification. Please submit three copies of your proposal responses.

### **The envelope itself is to be addressed as follows:**

SUFFERN CENTRAL SCHOOL DISTRICT  
ATTN: ARLENE NOONAN  
45 MOUNTAIN AVENUE  
HILLBURN, NEW YORK 10931

**"Request for Proposal #AES05092024, Architectural & Engineering Services  
May 9, 2024 @ 2:00 PM".**



**Suffern Central School District**  
45 Mountain Ave  
Hillburn, NY 10931

Attachment A

**PROPOSAL FOR ARCHITECTURAL & ENGINEERING SERVICES**

I hereby submit a proposal for Architectural & Engineering services for the Suffern Central School District for services rendered during the 2024-25 school year as per this the Request for Proposal.

**Schedule of professional fees and expenses:**

**Project Budget**

**\$20,000,000**

**Architect's Fee**

**\_\_\_\_\_ % of Cost**

Please provide an itemized list of all reimbursable cost items anticipated and not included in the fee.

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Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Firm: \_\_\_\_\_

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

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

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

*Request for Proposal responses must be sealed when delivered. The outside of the Request for Proposal envelope should be marked with: "Request for Proposal #AES05092024, Architectural & Engineering Services May 9, 2024 @ 2:00 PM"*

*The envelope itself is to be addressed as follows:  
SUFFERN CENTRAL SCHOOL DISTRICT  
ATTN: ARLENE NOONAN, BUSINESS OFFICE  
45 MOUNTAIN AVENUE  
HILLBURN, NEW YORK 10931*



## HOLD HARMLESS AGREEMENT

It is hereby agreed and understood that the proposer agrees to hold harmless and indemnify the Suffern Central School District, their Board of Education, any officer, agent, servant, or employee of the School District from any lawsuit, action, proceeding, liability, judgment, claim or demand which may arise out of:

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

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

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

This indemnification, defense and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand or whatever name or nature notwithstanding that contractor 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 the same may relate to the personnel and services provided by the contractor.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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



**Suffern Central School District**  
**IRAN DIVESTMENT ACT OF 2012 CERTIFICATION**

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should Suffern Central School District receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, Suffern Central School District will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then Suffern Central School District shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

Suffern Central School District reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal, or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**BID PROPOSAL CERTIFICATIONS**

Firm Name \_\_\_\_\_ Telephone No. \_\_\_\_\_

Business Address \_\_\_\_\_ Fax No. \_\_\_\_\_

**I. General Bid Certification**

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

**II. Non-Collusive Bidding Certification**

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

Statement of non-collusion in bids and proposals to 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 bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

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

(b) A bid shall not be considered for award nor shall any award be made where (b) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award. Nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

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

\_\_\_\_\_  
Signature (Authorized)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CERTIFICATE AND SIGNATURE FORM**

PLEASE COMPLETE AND RETURN WITH YOUR BID:

THE BIDDER DECLARES AND CERTIFIES:

- 1<sup>ST</sup>: THAT NO MEMBER OF THE BOARD OF EDUCATION OF THE SUFFERN CENTRAL SCHOOL DISTRICT, COUNTY OF ROCKLAND NOR ANY OFFICER OR EMPLOYEE OR PERSON WHOSE SALARY IS PAYABLE IN WHOLE OR IN PART FROM THE TREASURY OF SAID BOARD OF EDUCATION IS DIRECTLY OR INDIRECTLY INTERESTED IN THIS BID OR IN THE MATERIALS, EQUIPMENT, OR SERVICES TO WHICH IT RELATES, OR IN ANY PORTION OF THE PROFITS THEREOF.
  
- 2<sup>ND</sup>: THAT THE SAID BIDDER HAS CAREFULLY EXAMINED THE INSTRUCTIONS TO BIDDERS, SCHEDULES AND SPECIFICATIONS PREPARED UNDER THE DIRECTION OF THE BOARD OF EDUCATION, AND WILL, IF SUCCESSFUL IN THIS BID, FURNISH AND DELIVER AT THE PRICES BID AND WITHIN THE TIME STATED, ALL THE MATERIALS, EQUIPMENT OR SERVICES FOR WHICH THIS BID IS MADE.

THE FULL NAMES AND TITLES OF ALL PERSONS INTERESTED IN THIS BID AS PRINCIPALS ARE AS FOLLOWS:

_____	_____
_____	_____
_____	_____
_____	_____

DATE: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

FIRM: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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

NAME: \_\_\_\_\_  
(CONTACT PERSON FOR INQUIRIES)

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_



## PROPOSER WARRANTIES

- I. Proposer warrants that it is willing and able to obtain an errors 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.
- II. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Suffern Central School District.
- III. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

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