

Rhinebeck Central School District

Request for Proposals Architectural/Engineering Services

Response Date: June 1, 2016 at 11:00 a.m.

45 North Park Road
Rhinebeck, NY 12572
845 871-5520

**RHINEBECK CENTRAL SCHOOL DISTRICT
45 North Park Road
Rhinebeck, New York 12572**

**REQUEST FOR PROPOSALS #1516-1
ARCHITECTURAL/ENGINEERING SERVICES**

1. NOTICE AND GENERAL INFORMATION:

The Rhinebeck Central School District (Rhinebeck CSD) in accordance with Section 103 of Article 5-A of the General Municipal Law, hereby invites the submission of sealed proposals to the Rhinebeck Central School District for:

ARCHITECTURAL/ ENGINEERING SERVICES

Rhinebeck Central School District, hereinafter referred to as “Rhinebeck CSD,” invite proposals from firms to provide Architectural/Engineering services.

Proposals which cover the following are requested:

- A. Capital Project(s)
- B. Architect of Record

The Rhinebeck CSD will entertain proposals from firms with an in house Engineering Department and those that will partner with an outside Engineering firm. If partnering with an outside Engineering firm, it is imperative that the proposal includes the name of the firm. In addition, the Architectural Services Questionnaire, Architectural/ Engineering Fees Form and Areas of Expertise Forms are to be completed for the partnering Engineering firm.

Firms submitting proposals shall be able to document their experience in providing Architectural/Engineering Services to comparable Rhinebeck CSD and/or public school districts. Additionally, the proposers shall document their staff capacity and expertise to meet the requirements of the Rhinebeck CSD.

A formal Request for Proposals (“RFP”) is available on the Rhinebeck CSD website at www.rhinebeckcsd.org and upon request at the offices of Rhinebeck CSD, 45 North Park, Rhinebeck, New York, 12572.

For a firm to be considered for engagement, an original plus five (5) copies of their proposal must be submitted to:

Thomas Burnell, Purchasing Agent
Rhinebeck Central School District
P.O. Box 351
45 North Park Road
Rhinebeck, NY 125272

Envelopes containing proposals must be labeled as follows:

“ARCHITECTURAL/ENGINEERING SERVICES”

The deadline for submission of proposals is **11:00 a.m. on Wednesday, June 1, 2016**

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

The Rhinebeck CSD reserves the right to reject or accept any and all proposals, in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive, or conditional proposals which, in the opinion of the Board, will be in the best interest of the School District.

The Request for Proposal will be opened at the Administrative Offices at 45 North Park Road, Rhinebeck, NY at 11:00 a.m. on Wednesday, June 1, 2016.

2. BACKGROUND INFORMATION

RHINEBECK CENTRAL SCHOOL DISTRICT

The Rhinebeck Central School District governed by the laws of New York State. The Rhinebeck Central School District is an independent entity governed by an elected Board of Trustees consisting of seven (7) members. The President of the Board serves as the chief fiscal officer and the District Superintendent as the chief executive officer. The Board is responsible for and controls all activities related to public school education within the Rhinebeck Central School District. Board members have authority to make decisions, power to appoint management personnel, and primary accountability for all fiscal matters.

Rhinebeck Central School District, with total budget in excess of \$31,000,000, employs over 200 full and part-time employees. The student enrollment is approximately 1,100 students.

The following is a breakdown of facilities both owned by Rhinebeck Central School District.

Chancellor Elementary School:

- 48 Knollwood Road, Rhinebeck, NY
- Built in 1966
- Gross square footage – 64,950
- Two story building with no basement

Rhinebeck High School/Bulkeley Middle School

- 45 North Park Road, Rhinebeck, NY
- Built in 1950
- Square footage – 152,740
- Two story building with basement

3. TENTATIVE RFP TIMELINE:

RFP Available:	May 11, 2016
Proposal Due Date:	June 1, 2016 at 11:00 a.m.
Proposal Review and Evaluation:	June 1-10, 2016
Board of Trustees Appointment:	June 14 or June 28, 2016

Please note that the above listed dates are tentative only. The Rhinebeck CSD reserves the right to revise the timeline as necessary.

4. PERIOD OF ENGAGEMENT:

It is anticipated that the initial term of the contract for services will begin on or after June 14, 2016.

The services covered by this contract are subject to appropriation by the Rhinebeck CSD. If there is no appropriation, then the contract will become null and void and of no force and effect. Both the Rhinebeck CSD and the successful proposer will have the right, under the terms of the proposed contract, to cancel the contract as of June 30 of any year on notice to the other party at least sixty (60) days prior to that June 30.

5. POINT OF CONTACT:

Rhinebeck CSD RFP documents are distributed by the Purchasing Agent. The Purchasing Agent, 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 perspective proposers who obtain RFP documents from the Purchasing Agent will be sent addendum information, if such information is issued.

Limited requests for clarification or additional information regarding this Request for Proposals are to be submitted in writing prior to the proposal opening. **Verbal questions will not be entertained.** Questions may be submitted **via email** to tburnell@rhinebeckcsd.org. 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 Rhinebeck CSD will be provided to perspective proposers in the form of an addendum.

All questions concerning this proposal shall be sent to:

Thomas Burnell, Purchasing Agent
Rhinebeck CSD
P.O. Box 351

45 North Park Road
Rhinebeck, NY 12572
Email: tburnell@rhinebeckcsd.org

6. PROPOSAL COSTS:

All costs associated with preparing a response to this RFP are the responsibility of the Proposer. The Rhinebeck CSD shall not be responsible for any such costs.

7. 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.

8. RIGHT TO REJECT PROPOSALS:

This RFP does not commit the Rhinebeck CSD 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 Rhinebeck CSD intends to award a contract on the basis of the best interest and advantage to the Rhinebeck CSD, 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 Rhinebeck CSD. The Rhinebeck CSD may select as the successful proposal that proposal which, in the Rhinebeck CSD's sole discretion and with whatever modifications the Rhinebeck CSD and the Proposer may mutually agree upon, best meets the Rhinebeck CSD's requirements whether or not that proposal is the lowest priced. 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 Rhinebeck CSD, in its sole discretion, shall enter into a contract with the Proposer that it selects as the successful contractor.

9. CONTRACT AGREEMENT:

The selected proposer will be required to agree to and sign a formal written contract between the Rhinebeck CSD 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 Rhinebeck CSD and the successful Respondent.

The Rhinebeck CSD retains the option of canceling the award if the successful Respondent fails to accept such obligations.

10. 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 Rhinebeck CSD best interests.

11. 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.

12. DURATION OF PROPOSALS:

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

13. FORMAT OF PROPOSALS:

To enable the Rhinebeck CSD to compare the proposals received we ask that your proposal include complete information as listed in the:

- ✓ ARCHITECTURAL/ENGINEERING SERVICES QUESTIONNAIRE
- ✓ ARCHITECTURAL/ENGINEERING FEES FORM
- ✓ AREAS OF EXPERTISE FORM
- ✓ NON-COLLUSION CERTIFICATE
- ✓ IRAN DIVESTMENT ACT COMPLIANCE RIDER

14. 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 Rhinebeck CSD reserves the right to include additional topics in the final agreement with the successful Proposer and to make changes to the following clauses.

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 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.

C. Prevailing Wage Law.

The Proposer will pay prevailing wages and benefits to the extent required by the laws of the State of New York.

D. 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 Rhinebeck CSD.

E. Indemnification:

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless Owner and/or Managing Agent from and against any and all suits, actions, liabilities, damages, professional fees, including attorneys' fees, costs, court costs, expensed, 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 and/or Managing Agent. This agreement to indemnify in the event of liability imposed against the Owner and/or Managing Agent without any negligence or fault on the part of the Owner and/or Managing Agent 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 and/or Managing Agent, this agreement specifically includes partial indemnity of Owner and/or Managing Agent, but limited to any liability imposed over and above that percentage attributed to the Owner and/or Managing Agent.

F. Contract Modifications:

This Agreement represents the entire and integrated agreement between the Rhinebeck CSD 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 Rhinebeck CSD 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 Rhinebeck CSD reserves the right of final interpretation of any clarifications or modifications relative to the Agreement.

G. 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 shall be valid and enforced to the fullest extent permitted by law.

H. Conflict of Interest:

The Proposer hereby covenants and agrees that no member of the Board or other Rhinebeck CSD officer or employee forbidden by law to be interested in this Agreement will directly or indirectly benefit therefore.

I. Independent Contractors:

The Rhinebeck CSD 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.

J. Governing Law:

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 Dutchess County.

K. Compliance with Rhinebeck CSD:

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 Rhinebeck CSD. All such persons shall wear readily visible identification that is satisfactory to the Rhinebeck CSD. The Rhinebeck CSD may promulgate and modify from time to time rules and regulations relating to conduct as the Rhinebeck CSD, in its sole discretion, may determine, and the Proposer shall cause all persons performing work to comply with them.

L. Confidential Information:

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 Rhinebeck CSD to which they may have access during the performance of work under this Agreement.

15. 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 Rhinebeck CSD, 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 Rhinebeck CSD shall not relieve or decrease the liability of each contractor.

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

Bodily Injury and Property Damage Liability Insurance: Each Proposer shall take out and maintain during the life of the contract a Comprehensive General Liability Insurance Policy for Bodily Injury, including Accidental Death, and Property Damage 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 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	\$1,000,000
Aggregate	\$2,000,000

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. The Architectural/ Engineering firm must name Rhinebeck CSD as an additional insured on a primary and non-contributory basis under the General and Umbrella Liability policies.

16. EXPECTED SCOPE OF SERVICES

The Services the Architect shall provide include, without limitation:

A. CAPITAL PROJECT(S):

Pre-construction Phase:

- Complete a detailed building design including floor plans for all prime contractors. Develop project narratives outlining general building systems. Provide Construction Documents with ample detail for bidding to multiple prime contractors.
- Help Rhinebeck CSD in developing a Request for Proposal – Construction Manager and review and comment on submitted Construction Manager Request for Proposals. Rhinebeck CSD is responsible for the ultimate decision to hire a Construction Manager.
- Review and comment on design development cost estimates provided by the Construction Manager. Respond to the Construction Manager’s requests for information.
- Establish contact and maintain liaisons as necessary with the State Education Department authorities during all approval processes.
- Attend pre-bid meetings with potential contractors. Answer bid RFIs and prepare addenda (as needed) related to the design document.
- Assist the Rhinebeck CSD in establishing cost breakdowns and other controls with which to evaluate the responsiveness and completeness of construction bids received.

- Identify materials that will require long lead items to obtain the most economic benefit from a cost standpoint (balancing short and long term needs) while maintaining the Rhinebeck CSD's functional and program requirements.
- Assist with establishing 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.
- In conjunction with the Rhinebeck CSD, assist with the delineation of responsibilities and duties among the Rhinebeck CSD, the Construction Manager, Contractors, Suppliers and others involved in the Project.
- Assist the Rhinebeck CSD in the selection of consultants where appropriate, for the various projects. Review performance of these groups, making recommendations when necessary.

Construction Phase:

- Provide full-time, on-site and off-site staff to perform all duties in a timely manner, including, without limitation, communication with contractors to expedite their work, maintenance of quality control and conformance to the contract documents.
- Evaluate the construction 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, and review record drawings, warranties, guarantees, etc., for acceptability.
- Expedite the review process after receiving submittals and shop drawings while checking for conformance with the contract documents, maintaining accurate records of accepted shop drawings and submittals.
- Assist with monitoring progress and evaluate proposed change orders and their cost impacts during the construction phases 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.
- Assist Rhinebeck CSD with the testing services and other services retained for the Project.
- Assist Rhinebeck CSD with the coordination of activities of the utility companies and the regulatory agencies.
- 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 all weekly and specially scheduled job meetings involving the project team; 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.
- Prepare and maintain a current master record copy of drawings showing all changes to the contract drawings.
- Collect and organize for delivery to Rhinebeck CSD all operating manuals, equipment lists and maintenance manuals required by the Contract Documents.
- Recommend to Rhinebeck CSD 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.
- Assist Rhinebeck CSD personnel in assuming operation of all systems, including scheduling of instructional sessions by the contractor as required in contract documents.
- Notify Rhinebeck CSD of the suspected presence of hazardous or toxic materials, incomplete work, any failures of contractors to perform work and such other occurrences or conditions as may adversely affect the Project.
- Assist Rhinebeck CSD in exercising guarantees and warranties.
- Diligently pursue all contractor closeouts.
- Deliver all records, final drawings, documents and other items pertinent to the project to the Rhinebeck CSD.

17. CRITERIA FOR EVALUATING PROPOSALS:

The Rhinebeck CSD's Purchasing Agent will receive all proposals. Rhinebeck CSD administration, supervisors and Board of Trustees 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 Rhinebeck CSD for a forty-five (45) minute to one (1) hour interview. Any firm(s) selected for an interview should prepare a brief presentation based on the information requested in the Architectural Services Questionnaire and Areas of Expertise Forms.

The Rhinebeck CSD 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.

The RFP's received for Architectural/Engineering Services will be evaluated using the following criteria:

A. Evaluation Procedures:

- Experience of the Architectural Firm, the Principal to be assigned, and/or the Architect/Project Manager record (i.e., number of years and number of projects) in dealing with school construction projects of the same or similar scope as the proposed project, along with the size of the firm. The Firm is licensed to practice in the State of New York.
- Total years in business and financial stability of the firm.
- Knowledge of and experience with N.Y.S. Education Department procedures regarding construction projects and other state and federal laws affecting the operations of public school districts.
- Extent of services offered, and depth and extent of overall resources that can be put to use by the Rhinebeck CSD.
- Fee structure to be charged by the Architectural Firm.
- Accuracy of estimating costs for previous school construction projects.
- Timeliness in completing previous school construction projects.
- Recommendations from previous School District/BOCES clients.
- The Firm has no conflict of interest with regard to any other work performed by the Firm for the Rhinebeck CSD.
- The proposed agreement between the Firm and Rhinebeck CSD if the Firm were to be hired to provide Architectural Services.

B. Final Selection:

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

The selection process will include, but not be limited to evaluation in the following areas:

Description	Percent
1. Vendor's compliance with and responsiveness to the RFP specifications	50%
2. Cost	35%
3. References	15%

Rhinebeck Central School District

45 North Park Road
Rhinebeck, NY 12572

ARCHITECTURAL/ENGINEERING SERVICES QUESTIONNAIRE

Firm Name: _____ Date _____

Address: _____

Contact Person: _____

Phone: _____

1. Provide a Company Profile that includes the following:
 - a. the size of the firm (number of employees)
 - b. the number of years that the firm has been in business
 - c. the type of service the firm can provide (i.e., full service, limited service with subcontractors, etc.)
 - d. the background of the firm
 - e. the location and address of the office from which the work for the Rhinebeck CSD is to be performed
 - f. confirmation that the firm is licensed to practice in the State of New York.

2. Provide a list of those individuals in the firm with expertise in public school construction that will be directly involved with the Rhinebeck CSD and whose participation will be contractually committed to the Rhinebeck CSD. Include a résumé that includes information without limitation such as:
 - a. years of experience in NYS public school/BOCES construction
 - b. educational background,
 - c. the date the person began work for the firm,
 - d. their experience in designing NYS public school/BOCES construction projects in the position to be held for this BOCES,
 - e. any special skills,
 - f. a list of references with names and telephone numbers of contact persons for each person.
 - g. the approximate percentage of work time each key person would devote to the Rhinebeck CSD.
 - h. any consultants the firm will use during the project and provide information on the consultant's qualifications, background, experience and licensing.

3. On a separate page list the school districts/BOCES you represent. Indicate the size (enrollment), the total dollar amount of the construction projects that you have completed with each district and a contact person (including phone number) for references.
4. Total number of persons in the firm with expertise in State Education Department procedures for public school/BOCES construction projects.
5. Please complete the AREAS OF EXPERTISE form attached.
6. Will an architect be available to attend Board meetings (typically on the second and fourth Tuesday of the month) and other special meetings, etc. without limitations (mostly evenings) when required? Yes No
7. Do you have any conflicts of interest or affiliations with employees of the Rhinebeck CSD that would prohibit or restrict your representation of the Rhinebeck CSD? Yes No If yes, please specify on a separate schedule.
8. Have you been involved in any litigation with a New York State public school district/BOCES in the past ten (10) years under your current company name or previous company names? Yes No If yes, please specify the details on a separate schedule.
9. Please specify the liability insurance that you carry.
10. Please complete the attached ARCHITECTURAL/ENGINEERING FEES FORM.
11. Provide a copy of the proposed contract for Architectural/Engineering services between the Firm and Rhinebeck CSD.
12. Provide a copy of the proposed contract and modifications to be used for the contractors to the project.

Capital project(s). The project(s) would be developed utilizing the Five Year Capital Facilities Plan.

1. Capital Project: Architectural/
Engineering Design \$ _____

2. Reimbursable Services - Provide a list and the cost of all services to be included under the category of reimbursable services: (such as mileage, postage, copying, etc.)

Type of Service	Cost
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

(Attach additional list if necessary)

TOTAL Reimbursable Services \$ _____

TOTAL PROJECT FEES <i>(Total of items 3-4)</i>	\$ _____
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1. FEE FOR ADDITIONAL SERVICES \$ _____
(Post bid additions, owner requested change orders, etc.)

OPTIONAL FEES:

2. FLAT FEE for all services above (no extra charges) \$ _____

3. FEES for any additional services (list on a separate page)

4. FEES for any services for which there would be no charge (list on a separate page)

5. **COMMENTS:** *Firms may wish to provide any additional information that will assist the BOCES and/or Component District in the comparison of fees.*

AREAS OF EXPERTISE FORM

Firm Name: _____

For each of the following areas indicate: (use separate sheet if necessary)

	Can you provide service in this area?	Do you have direct staff that will provide this?	How many in firm with direct expertise?	Comments:
Architectural/ Engineering Services				
HVAC Design				
Plumbing Design				
Electrical Design				
General Site Work				
Landscape Design				
Asbestos Design				
Technology Design				
Interior Design				
Traffic Studies including Parking Lot Design				
LEED Certified Staff				
State Aid Calculations for Building Aid				
Staff that provides assistance with all SED required forms				
List other specialties or areas of expertise				

NON-COLLUSION CERTIFICATE

COMPANY: _____

ADDRESS: _____

BIDDER: _____

SIGNATURE: _____

TITLE: _____

THE BIDDER ABOVE MENTIONED DECLARES AND CERTIFIES:

1. That no member of the Board of Trustees of the Rhinebeck Central School District, nor any officer or employee or person whose salary is payable in whole or in part from the treasury of said Board of Trustees is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.
2. That said bidder has carefully examined the instructions to bidders, schedules and specification prepared under the direction of the Board of Trustees, and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, all the materials, supplies, apparatus, goods, wares, merchandise, services or labor for which this bid is made.
3. That the prices quoted herein are net and exclusive of all Federal, State and Municipal sales and excise taxes.
4. That the total number of items for which prices are quoted is _____N/A_____, and the total cost thereof is \$_____ N/A_____.
5. Section 103-D - Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political division of the state of any public department, agency, or official thereof where competitive bidding required by a 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-Collusion Bidding Certification.

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 his own organization, under penalty of perjury, that to the best of knowledge and belief:

- (a) 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 other competitor; and,
- (b) Unless otherwise required by law, the prices which have not 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 other competitor; and,

(c) 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.

A bid shall not be considered for award nor shall any award be made where 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 therefore. Where 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, determine the such disclosure was not made for the purpose of restricting competition.

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

Any bid hereafter to any political subdivision of the state of 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 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.

In the event of the failure of the undersigned bidder to perform within the time stated in the schedule or purchase order as the case may be, the bid deposit made with this bid, or so much thereof as shall be applicable to the unfilled amount of the award to the undersigned shall also be liable for and agrees to pay to the Board, on demand, such items shall be subsequently purchased, less the amount of the bid deposit retained by the Board. No plea of mistake in such accepted bid shall be available to the undersigned bidder and no bid may be withdrawn before the expiration of 45 days from the date of the submission thereof.

STATE OF _____, COUNTY OF _____

On the ____ day of _____, 20__, before me personally came _____, to me known to be the individual described in, and who executed, the foregoing instrument, and acknowledged that he/she executed the same.

Notary Public

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.

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.

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.

CERTIFICATION

IRAN DIVESTMENT ACT OF 2012

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 Rhinebeck Central School District receive information that a person is in violation of the above-referenced certification, Rhinebeck Central School 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 Rhinebeck Central School 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.

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

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____