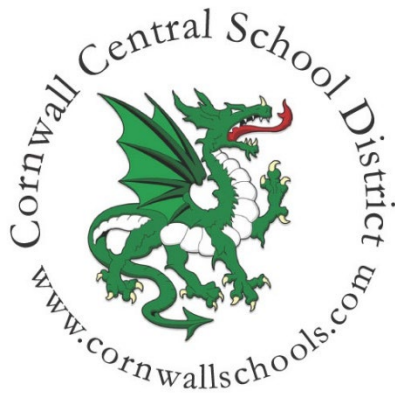


Cornwall Central School District

REQUEST FOR PROPOSALS

RFP: 2025-7

CONSTRUCTION MANAGEMENT SERVICES



Issued: Thursday, September 11, 2025

**DUE: Friday, September 26, 2025
9:00am**

**Cornwall Central School District
24 Idlewild Avenue
Cornwall-On-Hudson, NY 12520**

I. Introduction

A. GENERAL INFORMATION

Cornwall Central School District, herein referred to as the "District", is requesting proposals from qualified firms to serve as:

Construction Management Services

RFP 2025-7

Initial Contract Period: 11/1/2025 – 6/30/2026

(project-based, with four additional one-year options to renew)

Proposal Due Date: Friday, September 26, 2025; 9:00am

Cornwall Central School District

Attn: John P. Fink, Assistant Superintendent for Business

24 Idlewild Avenue

Cornwall-on-Hudson, NY 12520

At the above stated time and place all proposals will be publicly opened. Proposals will be opened on the stated date but will not be publicly read aloud. There will be no discussion at the time of the opening of the proposals. The names of the Proposers shall be available following the proposal opening via formal request sent to the Assistant Superintendent for Business.

In the event that CORNWALL CENTRAL SCHOOL DISTRICT Business Office is closed the day of the proposals opening, the proposal(s) will be opened at the same time, on the next day that the CORNWALL CENTRAL SCHOOL DISTRICT Business Office is open. All proposals received after the date and time stated in this Notice to Providers may not be considered and may be returned to the proposing individual or firm. Each proposing individual or firm assumes the risk of any delay in the mail or delivery service, or in the handling of the mail by postal service, delivery service and/or employees of CORNWALL CENTRAL SCHOOL DISTRICT.

Proposals must be submitted in sealed, opaque envelopes clearly marked, “**CONSTRUCTION MANAGEMENT SERVICES RFP # 2025-7.**” CORNWALL CENTRAL SCHOOL DISTRICT is not responsible for proposals opened prior to the time and date of the opening if the identifying information does not appear on the envelope. Proposals opened prior to the time and date of the opening are invalid.

When evaluating proposals received, CORNWALL CENTRAL SCHOOL DISTRICT will consider qualifications, experience, and reputation in the construction management industry. This RFP does not commit CORNWALL CENTRAL SCHOOL DISTRICT to award a contract for construction management services. CORNWALL CENTRAL SCHOOL DISTRICT reserves the right to request clarifications or corrections to proposals received, reject any or all proposals received, to waive what it deems informalities, technical defects, irregularities and/or omissions relating to a specific proposal received, to invite new proposals, to cancel this RFP in part or in its entirety, to accept the whole or part of a proposal, to accept parts of proposals from more than one Proposer, to request additional information from any Proposer and/or to negotiate any portion of the proposals received, as deemed to be in the best interest of CORNWALL CENTRAL SCHOOL DISTRICT.

B. INQUIRES

All inquiries concerning this RFP should be directed to:

John Fink, Assistant Superintendent for Business
 Cornwall Central School District
 24 Idlewild Avenue
 Cornwall-on-Hudson, NY 12520
 (845) 534-8009 ext. 7104
 E-mail: jfink@cornwallschools.com

C. TERM OF ENGAGEMENT

CORNWALL CENTRAL SCHOOL DISTRICT, invites proposals from qualified providers of construction management in accordance with the requirements and provisions set forth within this Request for Proposal (“RFP”), with the option to renew any contract awarded each year, for four (4) fiscal years.

D. RIGHT TO REJECT PROPOSALS

Submission of a proposal in response to this Request for Proposal indicates acceptance by the Proposer of the conditions contained in the RFP unless clearly and specifically noted in the proposal and confirmed in the contract between the District and the Proposer. The CORNWALL CENTRAL SCHOOL DISTRICT reserves the right, without prejudice, to reject any or all proposals.

E. GENERAL STATEMENT OF QUALIFICATIONS

The CORNWALL CENTRAL SCHOOL DISTRICT is seeking a company that has the resources and expertise to provide responsive and high-quality services to the District. As such, companies submitting proposals should be of a sufficient size to ensure timeliness, stability, and responsiveness during the year. Companies submitting proposals shall provide information about their size as well as experience with other school district(s). The District is keenly interested in the level and type of experience of the company and those persons who will be assigned to work with the District.

The CORNWALL CENTRAL SCHOOL DISTRICT reserves the right to reject staff whom it feels do not have appropriate experience or qualifications to provide high quality services, or whose performance proves unsatisfactory.

F. SCHOOL DISTRICT INFORMATION

The fiscal year of the CORNWALL CENTRAL SCHOOL DISTRICT is July 1 through June 30. The District provides educational services from pre-kindergarten through twelfth grade. The District, located in Orange County in the State of New York, is approximately 60 miles north of New York City. The District has a student population of approximately 3,000, with a 2025-26 annual budget of \$92,986,803. The District has three elementary schools, one middle school, and one high school, and employs approximately 550 full and part-time employees. The District is governed by nine Board of Education members and is a component of the Orange-Ulster BOCES. The Central Administration is comprised of the Superintendent of Schools, Assistant

Superintendent for Business, Assistant Superintendent for Curriculum, and Director of Human Resources. District administrators consist of a Director of Pupil Personnel Services, Assistant Director of Pupil Personnel Services, Director of Facilities, Director of Food Services, Director of Health/Safety/Aquatics, Director of Technology, Director of Data & Instructional Technology, and Athletic Director. At the building level, the High School has a principal and two assistant principals. The Middle School has a principal and two assistant principals. Each of the elementary schools has a principal, with the largest of the three elementary schools also having an assistant principal.

The list of buildings are below:

1. Cornwall Central School District Offices
24 Idlewild Avenue
Cornwall-on-Hudson, NY 12520
2. Cornwall Central High School
10 Dragon Drive
New Windsor, NY 12553
3. Cornwall Central Middle School
122 Main Street
Cornwall, NY 12518
4. Cornwall Elementary School
99 Lee Road
Cornwall, NY 12518
5. Cornwall-on-Hudson Elementary School
234 Hudson Street
Cornwall-on-Hudson, NY 12520
6. Willow Avenue Elementary School
67 Willow Avenue
Cornwall, NY 12518
7. Buildings & Grounds & Food Services
122 Main Street
Cornwall, NY 12518

The enrollments of the buildings for the 2024-2025 school year are as follows:

Cornwall Central High School = 1014
 Cornwall Central Middle School = 908
 Cornwall Elementary School = 596
 Cornwall-on-Hudson Elementary School = 239
 Willow Avenue Elementary School = 236

The District staffing levels for the 2024-2025 school year are as follows:

Unit	# of Employees
Teachers / Nurses	287 F/T, 1 P/T
Para-Professionals	71 F/T, 28 P/T
Custodial / Maintenance	48 F/T
Clerical	31 F/T, 3 P/T
Administrative	19 F/T
Food Service	3 F/T, 34 P/T
Individual Contracts	14 F/T, 0 P/T

II. Scope of Services

The scope of services the construction manager will provide shall include, but not be limited to, the following:

PRE-CONSTRUCTION PHASE:

1. Consult with the Architect and CORNWALL CENTRAL SCHOOL DISTRICT regarding the project program, budget, timetable, and advisability of various bidding options.
2. Assist CORNWALL CENTRAL SCHOOL DISTRICT and/or the Architect in selecting consultants (i.e. testing labs), where appropriate.
3. Report regularly to CORNWALL CENTRAL SCHOOL DISTRICT on progress of design and construction documents, budgets, and schedules.
4. Work with Architect and CORNWALL CENTRAL SCHOOL DISTRICT to prepare project General/Supplementary Conditions tailored for each project scope of work and consult with CORNWALL CENTRAL SCHOOL DISTRICT's attorney for compliance with front end requirements.
5. Provide independent project cost estimates based upon current construction costs, which may include actual bids received for similar scope and size of work, submitted at the completion of the following phases:
 - i. Schematic
 - ii. Design Development
 - iii. Construction Documents/Pre-bid
6. Assist in the development of construction-phasing schedule to be included in contract documents.
7. Review construction documents and provide recommendations (possible value engineering depending on the CORNWALL CENTRAL SCHOOL DISTRICT budget) prior to establishing bid date.
8. Provide recommendations and package the documents into possible sub-divisions by prime contract category to be included in the contract documents.
9. Solicit local bidder interest for the projects.
10. Conduct pre-bid conferences.
11. Conduct pre-award conferences with apparent low bidders to determine Proposer's understanding of bid documents and capacity/experience to complete work.
12. Assist CORNWALL CENTRAL SCHOOL DISTRICT and Architect in evaluating the responsiveness and completeness of construction bids received.

CONSTRUCTION PHASE AND CLOSEOUT

1. Provide start-up assistance.
2. Notify Architect of any deviation from contract documents.
3. Coordinate activities of utility companies and the regulatory agencies.
4. Coordinate all utility interruptions with CORNWALL CENTRAL SCHOOL DISTRICT.
5. On-site, continuous day-to-day inspection and supervision of all work in process including second shift, holiday and weekend work.
6. Ensure that contractors follow all applicable Laws, Statutes, Codes and Regulations during construction and maintain required exit pathways.
7. Coordinate all site stored material locations and contractor staging.
8. Coordination of all contractors' activities.
9. Act as liaison between contractors, CORNWALL CENTRAL SCHOOL DISTRICT and their designated representatives.
10. Monitor the quality of the work and verify compliance with plans and specifications. Identify poor quality and non-conforming work for correction by contractors.
11. To the extent feasible, prevent unauthorized visitors from entering the site.
12. Review of contractor safety procedures on an on-going basis.
13. Assist in maintaining good relations with surrounding community and implementation of reasonable methods to control dust, noise, lighting, odor, etc. as required by the contract specifications to minimize disturbances.
14. Solicit, review and approve construction schedules.
15. Review and validate any time and material work.
16. Review and process contractor payment applications prior to approval by the Architect, and maintain a log of all payments for all trades.
17. Review contractor change order requests and proposals and make recommendations to the Board of Education of CORNWALL CENTRAL SCHOOL DISTRICT and Architect.
18. Monitor construction schedules and initiate corrective actions with contractors to remain on schedule.
19. Prepare and maintain a master project schedule to be updated weekly.
20. Log, monitor and review all requests for information (RFIs).
21. Facilitate and expedite submission of all submittals and shop drawings and, if not required of the Architect, maintain accurate logs showing status of all submittals and shop drawings showing the status of each at each phase of submission and review.
22. Maintain a daily log of activities on the jobsite, including but not limited to listing visitors to the job site, weather conditions, and descriptions of occurrences at the job site.
23. Coordinate and monitor all required site and material testing during construction. Receive and review test reports. Provide/recommend response to any test results failing to meet applicable specifications or requirements.
24. Notify Architect in advance and coordinate required construction and testing observations to be witnessed by Architect or Engineers.
25. Conduct weekly contractor site job meetings, including the preparation of meeting minutes and distribution to all parties.
26. Attend required meetings with CORNWALL CENTRAL SCHOOL DISTRICT and Architect.
27. Prepare and present progress reports to the Board of Education.

28. Maintain documentation and photographs of project progress. The time, date, and location of the photographs must be documented.
29. Monitor and coordinate the progress of all project record drawings and initiate corrective actions with contractors to keep record drawings current.
30. Maintain a file of all project documentation to be given to District at project completion.
31. Coordinate building occupancies and construction phasing to comply with the needs of CORNWALL CENTRAL SCHOOL DISTRICT.
32. Coordinate punch list inspections and verify execution of punch list items, with final acceptance and sign off indicating compliance with the construction documents.
33. Assist the District's personnel in assuming operation of all systems, including scheduling of instructional sessions by the applicable contractor as required in the project documents.
34. Assist the District in exercising guarantees and warranties.

III. Proposal Requirements

a) Proposers shall have a minimum of (5) five years' experience with similar construction projects. This experience must be as the primary construction manager of record and not as consultant to the primary construction management. The Proposer shall include statement noting the number of businesses as well as the length of its experience in providing construction management services.

b) Copies of Professional Licenses held by the Proposer as well as a complete business profile/resume must be submitted. This requirement extends to all subcontractors providing design and Engineering Services.

c) The selected Proposer shall devote as many people and man-hours to the work as are necessary. The Scope of Work shall be performed under the direct supervision of key personnel identified as the Project Team. The Project Team shall be identified in the proposal. The Project Team shall include a Project Team Manager who is in overall charge of supervising and coordinating all the architectural/engineering work. The Project Team shall devote sufficient time to the work to provide in-depth guidance, supervision, and analysis and to make all material decisions required. The Project Team shall carry out the Scope of Work for the duration of your Professional Services Agreement with CORNWALL CENTRAL SCHOOL DISTRICT.

IV. Proposal Format

Provide (2) hard copies of each proposal, one copy titled "ORIGINAL" and the other titled "COPY", and a digital copy on a flash drive. Proposals should be submitted in a format that permits copying for review where necessary.

Each page of the proposal must state:

- Name of Proposer
- Construction Management Services RFP 2025-7

- Page number

All proposals must be submitted in two parts:

- Part I must consist of responses to the management and qualification items, etc.
- Part II must consist of proposed items, cost and additional information specified below.

Note the following:

- Incomplete submissions may not be considered for award.
- Proposals should not be excessively long.
- All materials submitted in response to this request will become the property of CORNWALL CENTRAL SCHOOL DISTRICT.

PART I – MANAGEMENT AND QUALIFICATIONS

In setting forth its qualifications, each Proposer shall provide the following information:

- A. Name and Title of individual submitting RFP.
- B. Name of business, main business address, primary and secondary points of contact, and their telephone and fax numbers (including area codes and email addresses).
- C. Proposers should include details of experience within the past five years of projects of similar size and complexity to the projects listed in Addendum A. Include a brief description of such projects, contract amount and completion date.
- D. Prior experience as a construction manager should include at least five completed projects. Proposers must demonstrate prior experience as a construction manager for School Districts, including experience working with and meeting the requirements of the New York State Education Department. Prior experience as a construction manager on school district projects will be a major consideration.
- E. State the name(s) of the officer(s) and associate(s) in the Proposer's company. Clearly identify the project team and their responsibilities, including resumes of the team and of the project manager to be assigned to CORNWALL CENTRAL SCHOOL DISTRICT. If at the time of completing this RFP an individual has not been assigned, the Proposer shall provide the resumes of all possible candidates from which CORNWALL CENTRAL SCHOOL DISTRICT and Architect shall make a final selection. CORNWALL CENTRAL SCHOOL DISTRICT is seeking assurances that those identified as being on the project team will remain with the CORNWALL CENTRAL SCHOOL DISTRICT projects until all are completed unless otherwise requested by CORNWALL CENTRAL SCHOOL DISTRICT. Include the location of the office from which the services for CORNWALL CENTRAL SCHOOL DISTRICT will be performed when not on site.
- F. Identify the nature of any potential conflict of interest the Proposer or any individual employed by or owning the Proposer might have in providing these services to CORNWALL CENTRAL SCHOOL DISTRICT.
- G. Include a list of Proposer's current projects including name, contract amounts and completion dates.
- H. Describe Proposer's financial position and staff capability.
- I. Explain Proposer's management plan and how Proposer will staff the projects.

- J. Please provide details regarding your understanding of the scope of services required and the approach Proposer will use to achieve CORNWALL CENTRAL SCHOOL DISTRICT's objectives.
- K. Explain how the Proposer will keep the project on schedule, and how the Proposer plans to coordinate and phase the work so as to minimize disruption to CORNWALL CENTRAL SCHOOL DISTRICT's operations.
- L. Outline methods and techniques used in the past by the Proposer to contain and reduce project costs.
- M. Provide at least three (3) references for similar projects in New York school districts where the Proposer was the construction manager of record. Please list the architectural or engineering firms worked with and the representative of the school district for the references provided.
- N. The selected Proposer shall not bid or perform any of the trade construction work on the CORNWALL CENTRAL SCHOOL DISTRICT projects.
- O. Set forth the Proposer's experience, resources and individuals involved in representing owners in analysis and timely resolution of contractor construction claims.
- P. Describe the Proposer's approach and procedure regarding change orders.

PART II – ADDITIONAL INFORMATION

Proposers should include costs and any unique information about their company that would set them apart from their competition.

V. Proposal Evaluation

Proposals received will be evaluated by CORNWALL CENTRAL SCHOOL DISTRICT to determine whether the requirements of this RFP are met.

The evaluation process is designed to award the proposal not necessarily to the Proposer of lowest costs, but rather to the Proposer with the best combination of attributes aforementioned based on responses received.

CORNWALL CENTRAL SCHOOL DISTRICT may invite the top two or three qualified Proposers for an interview, based on each Proposer's score from the evaluation criteria above. CORNWALL CENTRAL SCHOOL DISTRICT reserves the right to make a decision based solely on the interviews rather than from Proposers' scores on the evaluation criteria above. CORNWALL CENTRAL SCHOOL DISTRICT will make reasonable attempts to schedule each interview at a time that is agreeable to the Proposer. Failure of a Proposer to report to an interview on the date scheduled may result in rejection of the Proposer's proposal.

VI. Monthly Status Reports

The Proposer(s) awarded a contract pursuant to this RFP will be required to provide a Project Status Report on a monthly basis. Said report shall include:

- A. Schedule of all projects currently underway. Schedule shall include:
 - 1. Date assigned
 - 2. Project name
 - 3. Proposer's project number
 - 4. CORNWALL CENTRAL SCHOOL DISTRICT Purchase Order number
 - 5. Original contract amount
 - 6. Revised contract amount (if applicable)
 - 7. Amount invoiced to date
 - 8. Current available balance
- B. Brief summary of work accomplished per project during the previous month
- C. Brief summary of work expected to be accomplished per project during the current month.

The Successful Provider will be required to provide the report electronically, via e-mail, by the 5th of each month to the Assistant Superintendent for Business.

VII. Terms and Conditions

A. ACCEPTANCE OF PROPOSALS

This RFP should not be construed as a contract to purchase goods or services. CORNWALL CENTRAL SCHOOL DISTRICT is not bound to accept the lowest price or any proposal of those submitted.

B. LIABILITY OF ERRORS

While CORNWALL CENTRAL SCHOOL DISTRICT has used considerable efforts to ensure an accurate representation of information in this RFP, all prospective Proposers are urged to conduct their own investigations into the material facts and CORNWALL CENTRAL SCHOOL DISTRICT shall not be held liable or accountable for any error or omission in any part of this RFP.

C. SUBCONTRACTING

Utilizing a subcontractor, who must be clearly identified, to remedy deficiencies in the prime Proposer's product or service is acceptable. This also includes a joint submission by two Proposers having no formal corporate links. However, in this case, one of these Proposers must be prepared to take overall responsibility for successful interconnection of the two-product/service lines and this must be defined in the proposal. Subcontracting to any firm or individual involved in the preparation of this RFP will not be permitted. Any subcontracting by the prime Proposer must be approved by CORNWALL CENTRAL SCHOOL DISTRICT.

D. CONTRACT DIGRESSION – FAILURE TO PERFORM

Should the Provider fail to perform as required by the specifications, CORNWALL CENTRAL SCHOOL DISTRICT may cancel the awarded contract. In such event, CORNWALL CENTRAL SCHOOL DISTRICT will assume no responsibility for, nor will it

reimburse the Provider for any expense or loss to the Provider because of such termination or cancellation. CORNWALL CENTRAL SCHOOL DISTRICT will then purchase products/service on the open market and charge back the differences to the defaulting Provider.

D. INDEMNIFICATION

To the fullest extent permitted by law, the Proposer(s) awarded a contract pursuant to this RFP shall defend (with counsel selected by CORNWALL CENTRAL SCHOOL DISTRICT and reasonably approved by the Proposer), indemnify and hold harmless CORNWALL CENTRAL SCHOOL DISTRICT, its employees, agents, and representatives, from any and all liability, losses, costs, damages, and expenses (including, but not limited to, reasonable attorneys' fees and disbursements) from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of the duties of the Proposer(s) awarded a contract pursuant to this RFP under the awarded contract or the action of or the failure to act by said Proposer(s), its/their representatives, employees, or anyone for whose acts said Proposer(s) may be liable. In the event that any legal proceeding shall be instituted or that any claim or demand with respect to the foregoing be asserted by any person in respect of which indemnification may be sought from the Proposer(s) awarded a contract pursuant to this RFP under the provisions of this paragraph, CORNWALL CENTRAL SCHOOL DISTRICT shall promptly notify said Proposer(s) of such suit, claim or demand, and give said Proposer(s) an opportunity to defend same and settle same without any cost to CORNWALL CENTRAL SCHOOL DISTRICT, and shall extend reasonable cooperation to said Proposer(s) in connection with such defense, which shall be at the expense of said Proposer(s). In the event that the Proposer(s) awarded a contract pursuant to this RFP fails to defend the same within thirty (30) days of receipt of notice, CORNWALL CENTRAL SCHOOL DISTRICT shall be entitled to assume the defense thereof, and said Proposer(s) shall be liable to repay CORNWALL CENTRAL SCHOOL DISTRICT for all expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees, disbursements, expert witness fees and settlement payments). All of the provisions of this paragraph will survive expiration or sooner termination of the awarded contract(s).

E. TERMINATION OF CONTRACT

Any contract agreed to under this RFP is subject to termination by either party after at least thirty (30) days prior written notice.

F. RIGHT TO REJECT PROPOSALS

CORNWALL CENTRAL SCHOOL DISTRICT reserves the right to reject any and all proposals, to waive what it deems to be an informality in the RFP process, to waive what it deems to be any and all technical defects, irregularities, omissions and/or informalities relating to a specific proposal submitted, to request additional information from Proposers including samples of proposed items, to re-advertise and invite new proposals, to cancel this RFP, and to negotiate the terms of the engagement as in CORNWALL CENTRAL SCHOOL DISTRICT'S judgment deems to be in the best interest of CORNWALL CENTRAL SCHOOL DISTRICT.

CORNWALL CENTRAL SCHOOL DISTRICT intends to select a Proposer that, in its opinion, best meets CORNWALL CENTRAL SCHOOL DISTRICT's needs. Therefore, CORNWALL CENTRAL SCHOOL DISTRICT reserves the right to request clarifications or corrections to proposals received, to negotiate with all qualified Proposers, and the services described herein may be awarded, at CORNWALL CENTRAL SCHOOL DISTRICT's discretion, on the basis of factors other than cost, including, but not limited to, qualifications, recommendations, merit and experience. CORNWALL CENTRAL SCHOOL DISTRICT may select the proposal with whatever modifications CORNWALL CENTRAL SCHOOL DISTRICT and the Proposer may mutually agree upon, which, in CORNWALL CENTRAL SCHOOL DISTRICT's sole discretion, it determines best meets CORNWALL CENTRAL SCHOOL DISTRICT's requirements whether or not that proposal has the lowest costs. No Proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal.

G. AWARD OF CONTRACT

When award Occurs: Award of a contract occurs when a formal contract has been finalized or other evidence of acceptance by CORNWALL CENTRAL SCHOOL DISTRICT is provided to the Proposer. A Recommendation of Award does not constitute award of contract.

Award: If a contract is awarded, it shall be awarded to the responsive and responsible Proposer whose proposal is determined by CORNWALL CENTRAL SCHOOL DISTRICT to be most advantageous to CORNWALL CENTRAL SCHOOL DISTRICT based on the Evaluation Criteria and any interviews conducted.

H. SHORTLIST

Following consideration of the Evaluation Criteria, a shortlist of Proposers may be developed. The shortlist of Proposers may be asked to prepare a presentation and/or provide additional information prior to the final selection.

I. COMPLIANCE WITH LAWS

The Proposer(s) awarded a contract pursuant to this RFP shall comply with all the provisions of laws in the State of New York and of the United States of America which affect municipalities and municipal contracts, and provide at his expense, any and all permits, licenses and registrations required for the fulfillment of the services that are the subject of this RFP, and more particularly the Labor Law, the Immigration and Naturalization Laws and Regulation, the General Municipal Law, the Workers' Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Laws, Rules and Regulation, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein.

J. CURRENCY AND TAXES

Prices are to be in U.S. dollars, duty and delivery FOB destination, freight prepaid and allowed. CORNWALL CENTRAL SCHOOL DISTRICT is exempt from all sales and use taxes.

K. AMENDMENTS TO RFP

Any verbal information obtained from, or statements made by any employee or representative of CORNWALL CENTRAL SCHOOL DISTRICT at the time of examination of the documents or site shall not be construed as, in any way, amending this RFP. Only such corrections or addenda as are issued by the Assistant Superintendent for Business in writing as an addendum to all Proposers shall become a part of this RFP and any contract awarded as a result of this RFP. Any addendum issued prior to the opening of submitted proposals shall be applicable to the proposals received and become a part of the contract awarded as a result of this RFP.

L. FUNDING

CORNWALL CENTRAL SCHOOL DISTRICT expenditures are subject to appropriation of funds. Therefore, CORNWALL CENTRAL SCHOOL DISTRICT reserves the right to discontinue the RFP process or terminate the contract awarded as a result of this RFP if funding is not available.

M. OWNERSHIP OF PROPOSALS

All materials submitted in response to this RFP shall become the property of CORNWALL CENTRAL SCHOOL DISTRICT. All proposals may be made available upon request for public inspection, except to the extent that the Proposer has designated, and CORNWALL CENTRAL SCHOOL DISTRICT concurs that certain information constitutes a trade secret or other proprietary information or data. If a Proposer believes that a portion of its proposal contains trade secrets or other proprietary data that should remain confidential and not be disclosed, a statement advising CORNWALL CENTRAL SCHOOL DISTRICT of this fact shall accompany the proposal and the information is to be identified wherever it appears. Identifying an entire proposal as proprietary is unacceptable and will result in no part of the proposal being treated as containing a trade secret or other proprietary information or data.

N. PROPOSERS' EXPENSES

CORNWALL CENTRAL SCHOOL DISTRICT will not reimburse Proposers for any expenses incurred in the RFP process. Proposers are solely responsible for their own expenses in preparing a proposal, attending any interview, preparing a presentation to support their proposals, submitting additional information and subsequent negotiations with CORNWALL CENTRAL SCHOOL DISTRICT, if any.

O. INSURANCE REQUIREMENTS:

I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, if awarded a contract pursuant to this RFP, the Proposer hereby agrees to effectuate the naming of CORNWALL CENTRAL SCHOOL DISTRICT as an unrestricted additional insured on the Proposer's insurance policies, with the exception of workers' compensation and professional liability insurance.

II. The policy naming CORNWALL CENTRAL SCHOOL DISTRICT as an additional insured shall:

- Be an insurance policy from an A.M. Best rated "secured" or better, New York State authorized insurer.
- Provide for 30 days' notice of cancellation to CORNWALL CENTRAL SCHOOL DISTRICT.
- State that the organization's coverage shall be primary coverage for CORNWALL CENTRAL SCHOOL DISTRICT, its Board of Education, officers, employees, students and volunteers.
- CORNWALL CENTRAL SCHOOL DISTRICT and its Board of Education, officers, employees, students and volunteers shall be listed as an additional insured by using endorsement CG 20 10 11 85 or broader.

The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

III. The Proposer agrees to indemnify CORNWALL CENTRAL SCHOOL DISTRICT for any applicable deductibles.

IV. Required Insurance:

Commercial General Liability Insurance

- \$1,000,000 per occurrence/ \$2,000,000 general and products/completed operations aggregates.

Automobile Liability

- \$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

Workers' Compensation

- Statutory Workers' Compensation and Employers' Liability Insurance for all employees.

Professional Liability/Professional Errors and Omissions Insurance

- \$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the Proposer performed under the awarded contract for CORNWALL CENTRAL SCHOOL DISTRICT. Coverage shall remain in effect for two years following the completion of Proposer's services.

Umbrella / Excess Liability Insurance

- On a "Follow-Form" basis, with limits of \$3,000,000 each occurrence and aggregate.

Property Insurance

- Proposer will insure its owned and leased equipment utilized in serving CORNWALL CENTRAL SCHOOL DISTRICT.

V. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.

VI. Proposer acknowledges that failure to obtain such insurance on behalf of CORNWALL CENTRAL SCHOOL DISTRICT constitutes a material breach of the awarded contract(s) and subjects it to liability for damages, indemnification and all other legal remedies available to CORNWALL CENTRAL SCHOOL DISTRICT. The Proposer is to provide CORNWALL CENTRAL SCHOOL DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of its services.

VII. CORNWALL CENTRAL SCHOOL DISTRICT is a member/owner of the New York Schools Insurance Reciprocal (NYSIR). The Proposer further acknowledges that the procurement of such insurance as required herein is intended to benefit not only CORNWALL CENTRAL SCHOOL DISTRICT but also the NYSIR, as CORNWALL CENTRAL SCHOOL DISTRICT's insurer.

P. WORKERS COMPENSATION INSURANCE COVERAGE

If awarded a contract pursuant to this RFP, the Proposer shall procure, pay for, and maintain during the entire term of the awarded contract such insurance as will protect both CORNWALL CENTRAL SCHOOL DISTRICT and the Proposer from claims under worker's compensation acts and amendments thereto and from any other claims for property damage and for personal injury including death, which may arise from operations under the awarded contract(s), whether such operations by the Proposer or by any other party directly or indirectly employed by the Proposer. Copy of Certificates to be provided to CORNWALL CENTRAL SCHOOL DISTRICT.

The Proposer must prove that it is in compliance with Section 57 of the Workers Compensation Law (WCL) by providing ONE of the following forms indicating that they are:

- Insured (Form C-105.2 or U-26.3) – (All private insurance carriers and their licensed insurance agents are authorized to use the Form C-105.2 as their Certificate of NYS Worker's Compensation Insurance. The State Insurance Fund uses the U-26.3 form as its Certificate of Workers Compensation Insurance)
- Self-Insured (Form SI-12 – Certificate of Worker's Compensation Self-Insurance or Form GSI-105.2 Certificate of Participation in Worker's Compensation Group Self-Insurance)
- Exempt (Form CE-200 – Certificate of Attestation of Exemption From NYS Worker's Compensation Insurance (Effective 12/1/08))

The Proposer will send the appropriate form to the Assistant Superintendent for Business upon notification of contract award. All correspondence shall contain the Solicitation Number and Title.

Please note that ACORD forms are NOT acceptable proof of New York State Workers Compensation or Disability benefits insurance coverage. NY State Department of Labor forms are available online at: <http://www.wcb.state.ny.us/content/main/forms/AllForms.jsp>

Q. Litigation

Identify any litigation brought against the vendor during the past five years. Explain any pending litigation that may have a financial impact on your organization.

-END OF SECTION-

Addendum A – INFORMATION SECTION

Description of CORNWALL CENTRAL SCHOOL DISTRICT capital project work.

In May, 2022, voters approved a \$23.2 million capital project to make critical repairs at all five schools. Since then, the district has been making steady progress toward completion.

The project was broken up into **three phases**.

Phase 1: All work has been completed. Anticipated to be closed out in September 2025.

Cornwall High School:

- Demo and replace tennis courts.
- Restore masonry wall in the high school auditorium.

Cornwall Middle School:

- Rebuild bathrooms – water supply lines, waste lines, fixtures, walls and ceilings.
- Replace all classroom ceiling tile and lighting.
- Repair exterior masonry crack in the D & E wing.
- Replace various exterior doors and frames.

Cornwall Elementary School:

- Rebuild bathrooms – water supply lines, waste lines, fixtures, walls and ceilings.
- Replace all classroom ceiling tile and lighting.
- Replace all cabinetry and millwork.
- Move electrical transformer from pole to concrete pad.

Willow Avenue Elementary School:

- Rebuild bathrooms – water supply lines, waste lines, fixtures, walls and ceilings.
- Repair/replace the loading dock and enclose with roof.

Cornwall-on-Hudson Elementary School:

- Repair/repoint/clean masonry brick exterior.
- Repair/replace lintels as needed.
- Mitigate water infiltration on back auditorium wall.
- Repair terracotta scroll on front of building.

Phase 2: Work is currently being completed and closed out. Anticipated to be closed in the Fall 2025.

Multisport Athletic Facility:

- Install synthetic turf field with track, bleachers, press box, lighting, scoreboard and sound system.
- Adjust parking lot to add sidewalks and additional spots to field entrance.

Cornwall High School:

- Install drainage to the lower athletic fields.
- Install walking paths to athletic fields.

Cornwall Middle School:

- Demo and rebuild locker rooms.
- Replace gymnasium air handling units.
- Replace rear entrance storefront system.
- Classroom L235 conversion – FACS.
- Demo, repave and stripe rear parking lot. (On-hold)

- Repair catch basin for rear parking lot. (On-hold)

Phase 3: Work began in the Spring 2025, with the bulk of the work completed in the Summer 2025. Anticipated closeout date of Fall 2026.

Cornwall High School:

- Install baseboard heating/duct work in the band and chorus rooms.
- Install HVAC in the main lobby area.

Cornwall Middle School:

- Replace rear entrance storefront system.
- Demo, repave and stripe rear parking lot. (On-hold)
- Repair catch basin for rear parking lot. (On-hold)

Cornwall Elementary School:

- Demo, repave, and stripe parking lot and bus loops.
- Rebuild bathrooms – water supply lines, waste lines, fixtures, walls and ceilings.

Willow Avenue Elementary School:

- Replace internal central stairway doors.
- Replace exterior egress out of the auditorium.
- Replace hand and guard rails building wide.

Cornwall-on-Hudson Elementary School:

- Rebuild bathrooms – water supply lines, waste lines, fixtures, walls and ceilings.
- Replace exterior windows building-wide.

Description of *proposed* CORNWALL CENTRAL SCHOOL DISTRICT capital project work.

In May 2022, voters approved to establish a Capital Reserve Fund (Capital Reserve #2) with a maximum funding amount of \$5,000,000. As of September 2025, this reserve fund is fully funded, with additional interest at \$5,130,908.

Based on the funding schedule of this Capital Reserve account, in the Fall of 2024 the District began a pre-referendum phase for a December 2025 referendum vote for approximately \$23,000,000. This timeline has since been shifted to a May 2026 referendum vote.

Additionally, in May 2025 voters of the Cornwall Central School District established a new Capital Reserve Account (Capital Reserve #3) with a maximum funding amount of \$5,000,000. At the close of June 30, 2025, this reserve fund was funded with \$2,627,169 to help increase the total amount of the referendum proposed in May 2026.

At this time, the scope of work for the May 2026 referendum vote could include the following:
Multisport Athletic Facility:

- Bathrooms, concession stand and storage building.

Cornwall High School:

- Repair/replace 15,000SF roof sections.
- Caulk entire building envelope.
- Replace Kalwalls in stairwells.

Cornwall Middle School:

- New parent drop-off/pickup with entrance from Lee Road and CCSD service road.

- Build new addition for kitchen, cafeteria, multipurpose space, restrooms and associated storage needs.
- Renovate existing kitchen and cafeterias into classrooms, bathrooms, storage, etc.

Cornwall Elementary School:

- Convert STEAM lab into functional classroom.
- Replace stairwell and cafeteria doors.
- Replace cafetorium and kitchen air handling units.
- Install backflow preventers on water service.

Willow Avenue Elementary School:

- Create additional parking spaces and widen one-way road by modifying field space.
- Replace 1972 addition roof at approximately 5,000SF
- Replace gym floor, including any subflooring abatement.

Cornwall-on-Hudson Elementary School:

- Rebuild remaining bathrooms – water supply lines, waste lines, fixtures, walls and ceilings.
- Add auditorium air conditioning.
- Replace boilers with high efficiency units (2).
- Install backflow preventers on water service.

Buildings and Grounds

- Install 4-bay garage/storage (electric utilities only) at approximately 3,000SF.

-END OF SECTION-

SUMMARY OF KEY INFORMATION

Closing date for the Request for Proposal is 9:00 AM, local time, on September 26, 2025.

Send one (1) clearly marked hardcopy of each proposal labeled “Original”, one (1) clearly marked hardcopy labeled “Copy” and one (1) digital copy on a flash drive.

Each page of the proposal must clearly state:

- Name of Proposer
- Construction Management RFP 2025-7
- Page number

Proposers must complete/include the following forms:

- Part I - Management and Qualifications
- Part II - Additional Information
- Addendum B: Company Contact
- Addendum C: Proposal of Costs
- Addendum D: References
- Appendix A: Insurance Requirements
- Appendix B: Hold Harmless
- Appendix C: Bid Proposal and Non-Collusive Bidding Certifications
- Appendix D: Iran Divestment Act Certifications
- Appendix E: Sexual Harassment Certification

Responses to this RFP, and inquiries concerning the RFP process and contractual conditions should be addressed as indicated below.

For further information contact:

Mr. John P. Fink
Assistant Superintendent for Business
Cornwall Central School District
24 Idlewild Avenue
Cornwall-on-Hudson, NY 12520
Telephone: 845-534-8009; ext. 7104

Reference RFP number indicated above. Information offered from sources other than the above is not official and may be inaccurate. Do not contact any other Departments or Agencies involved in this RFP.

-END OF SECTION-

Addendum B – COMPANY CONTACT

The following individual(s) is(are) responsible for this proposal and any services awarded.

COMPANY: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Addendum C – PROPOSAL OF COSTS

We, (Proposer's name) _____, on
this the _____ day of _____ 2025 hereby:

Propose and agree to furnish and deliver professional construction management services for Cornwall Central School District, in accordance with this "Request for Proposals", at the following rates:
(CORNWALL CENTRAL SCHOOL DISTRICT reserves the right to select whichever option is in the best interest of the District)

CHOOSE FIXED AMOUNT and or COST - % OF FINAL PROJECT EXPENSE

ESTIMATED PROJECT COST	FIXED AMOUNT	COST - % OF FINAL PROJECT EXPENSE
Under \$100,000	\$	%
\$100,001-\$500,000	\$	%
\$500,001-\$1,000,000	\$	%
\$1,000,001-\$10,000,000	\$	%
\$10,000,001-\$50,000,000	\$	%
\$50,000,001-\$75,000,000	\$	%
\$75,000,001-up to \$100,000,000	\$	%
Over \$100,000,000	\$	%

ADDITIONAL RATES (if applicable)

EMPLOYMENT CATEGORY		HOURLY RATE
1	Construction Manager	\$ /hr
2	Other (Identify) -	\$ /hr
3	Other (Identify) -	\$ /hr
4	Other (Identify) -	\$ /hr
5	Other (Identify) -	\$ /hr

Pre-construction/Design Phase

- a. Fixed Management Fee \$ _____
- b. Reimbursable Staff Costs \$ _____ (open-book, not to exceed)
List specific job titles and hours committed
- c. Misc. Reimbursable Expenses \$ _____ (open-book, not to exceed)
Provide schedule

Addendum D – REFERENCES

All Proposers will be required to complete this form providing three (3) references of past performance. References should involve projects and/or service situations of similar size and scope to this request. References must have had dealings with the Proposer within the last sixty (60) months. CORNWALL CENTRAL SCHOOL DISTRICT reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the Proposer before the actual award of the contract. Completion of this reference form is required. Please provide the full name and corporate address of your organization.

Corporation Name: _____

Corporate Address: _____

Contact Person: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Website: _____

REFERENCES: MUST BE PROVIDED FOR PROPOSAL TO BE CONSIDERED

(1) Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____ Email: _____

Dates of Contract(s): _____

(2) Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____ Email: _____

Dates of Contract(s): _____

(3) Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____ Email: _____

Dates of Contract(s): _____

Appendix A - INSURANCE REQUIREMENTS

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, if awarded a contract pursuant to this RFP, the Proposer hereby agrees to effectuate the naming of CORNWALL CENTRAL SCHOOL DISTRICT as an unrestricted additional insured on the Proposer's insurance policies, with the exception of workers' compensation and professional liability insurance.

The policy naming CORNWALL CENTRAL SCHOOL DISTRICT as an additional insured shall:

- Be an insurance policy from an A.M. Best rated "secured" or better, New York State authorized insurer.
- Provide for 30 days' notice of cancellation to CORNWALL CENTRAL SCHOOL DISTRICT.
- State that the organization's coverage shall be primary coverage for CORNWALL CENTRAL SCHOOL DISTRICT, its Board of Education, officers, employees, students and volunteers.
- CORNWALL CENTRAL SCHOOL DISTRICT and its Board of Education, officers, employees, students and volunteers shall be listed as an additional insured by using endorsement CG 20 10 11 85 or broader.

The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

The Proposer agrees to indemnify CORNWALL CENTRAL SCHOOL DISTRICT for any applicable deductibles.

Required Insurance:

Commercial General Liability Insurance

- \$1,000,000 per occurrence/ \$2,000,000 general and products/completed operations aggregates.

Automobile Liability

- \$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

Workers' Compensation

- Statutory Workers' Compensation and Employers' Liability Insurance for all employees.

Professional Liability/Professional Errors and Omissions Insurance

- \$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the Proposer performed under the awarded contract for CORNWALL CENTRAL SCHOOL DISTRICT. Coverage shall remain in effect for two years following the completion of Proposer's services.

Umbrella / Excess Liability Insurance

- On a "Follow-Form" basis, with limits of \$3,000,000 each occurrence and aggregate.

Property Insurance

- Proposer will insure its owned and leased equipment utilized in serving CORNWALL CENTRAL SCHOOL DISTRICT.

The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.

Proposer acknowledges that failure to obtain such insurance on behalf of CORNWALL CENTRAL SCHOOL DISTRICT constitutes a material breach of the awarded contract(s) and subjects it to liability for damages, indemnification and all other legal remedies available to CORNWALL CENTRAL SCHOOL DISTRICT. The Proposer is to provide CORNWALL CENTRAL SCHOOL DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of its services.

CORNWALL CENTRAL SCHOOL DISTRICT is a member/owner of the New York Schools Insurance Reciprocal (NYSIR). The Proposer further acknowledges that the procurement of such insurance as required herein is intended to benefit not only CORNWALL CENTRAL SCHOOL DISTRICT but also the NYSIR, as CORNWALL CENTRAL SCHOOL DISTRICT's insurer.

Appendix B - HOLD HARMLESS AGREEMENT

The undersigned hereby agrees to defend, indemnify, and hold harmless the Cornwall Central School District from and against any and all liability, loss, damages, claims for bodily injury and/or property damages, cost and expense, including Counsel fees, to the extent permissible by law, that may occur or that may be alleged to have occurred in the course of the performance of this agreement by the firm, whether such claims shall be made by an employee of the firm or by a third party. The firm covenants and agrees that it will pay all costs and expenses arising therefrom and in connection therewith, and if any judgment shall be rendered against the Owner, in any such litigation, the Firm shall at this own expense satisfy and discharge the same.

REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

FIRM/PARTNERSHIP: _____

DATE: _____

Appendix C - BID PROPOSAL and NON-COLLUSIVE BIDDING CERTIFICATIONS

Firm Name: _____

Business Address _____

Telephone Number _____ Date of Bid/Proposal _____

I. General Bid Certification

The bidder certifies that s/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 s/he is complying with Section 103-d of the General Municipal Law as follows:

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 bidder and affirmed by such bidder as true under the penalties of perjury;

(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 his/her 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 (a) (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 (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.

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 or partnership.

Signature (Authorized): _____

Title: _____

Appendix D - IRAN DIVESTMENT ACT CERTIFICATION

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

Pursuant to General Municipal Law §103-g, by signing below, Bidder certifies as true under the penalties of perjury that: By submission of this proposal each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

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

- 1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or
- 2) The District makes a determination that the goods and services are necessary for the District to perform its functions and that, absent such exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

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

The District reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

DATE

SIGNATURE

BUSINESS NAME

PRINTED NAME

TITLE

Appendix E – SEXUAL HARASSMENT CERTIFICATION

In accordance with State Finance Law §138-l, 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 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.

Firm's Name

Name (Please Print)

Signature (Authorized)

Date

_____, New York
County Of

Sworn to before me this _____ day of _____, 20 _____

Notary Public Signature

Please Print Name

Commission Expiration Date