

**Cheektowaga Central School District  
3600 Union Road  
Cheektowaga, NY 14225**

***REQUEST FOR PROPOSAL***

***ARCHITECTURAL/ENGINEERING SERVICES  
AS-ASSIGNED FOR VARIOUS CAPITAL PROJECTS***

***PROPOSAL DUE DATE: Thursday, June 30, 2022***

The Cheektowaga Central School District, Cheektowaga, New York is seeking sealed Proposals from qualified firms or individuals to provide architectural/engineering services as-assigned for various capital projects. The decision as to whether or not to proceed with any such various capital projects rests in the discretion of the District and is subject to the approval of the Board of Education and authorization of the voters of the District, as applicable. The purpose of this Request for Proposals (RFP) is to evaluate firms and individuals that are qualified to perform these services.

This RFP will be available Thursday, June 16, 2022 on the Cheektowaga Central School District website: [www.cheektowagak12.org](http://www.cheektowagak12.org), under the link for District-District Departments-Business Office-Bids/RFP. Specific requirements are provided in the RFP. Any questions regarding the RFP must be submitted via email to Bruce Vona at [bvona@ccsd-k12.net](mailto:bvona@ccsd-k12.net).

A walkthrough of the school buildings will be held on Wednesday, June 22 at 9:00am. Interested parties will meet at the Cheektowaga Central School Districts Central Office at 3600 Union Road, inside the Cheektowaga High School at 9am.

Sealed Proposals in response to this RFP must be received in the District's Business Office no later than 3:00 PM on Thursday, June 30, 2022. To be considered, one (1) original, two (2) copies and one (1) electronic copy of the Proposal must be submitted in a sealed envelope(s) or package(s) to:

CHEEKTOWAGA CENTRAL SCHOOL DISTRICT  
BUSINESS OFFICE  
ATTN. LAURIE WIDMAN, SCHOOL BUSINESS ADMINISTRATOR  
3600 UNION ROAD  
CHEEKTOWAGA, NY 14225  
[LWIDMAN@CCSD-K12.NET](mailto:LWIDMAN@CCSD-K12.NET)

PROPOSALS MUST BE ENCLOSED IN A SEALED ENVELOPE(S)/PACKAGE(S) CLEARLY MARKED WITH THE NAME AND ADDRESS OF THE PROPOSER AND "ARCHITECTURAL/ENGINEERING SERVICES BID" ON THE EXTERIOR OF THE ENVELOPE(S)/PACKAGE(S).

No faxed or emailed copy of the Proposal will be accepted. It is the Proposer's responsibility to ensure that its Proposal is received by the District before the deadline due date/time stated in the RFP, whether sent by mail or by means of personal delivery. All Proposals received after the deadline due date/time stated in the RFP will not be considered and will be returned unopened to the Proposer. The Proposer assumes the risk of any delay in the mail or in the handling of the mail by employees of the District.

The Board of Education reserves the right to consider qualifications, experience, and reputation in the architectural/engineering services industry, as well as the specific qualifications of a Proposer when evaluating Proposals received. The Board of Education intends to award on the basis of the best interest and advantage to the Cheektowaga Central School District and reserves the right to request clarifications or corrections to Proposals received, to accept or reject any or all Proposals received, in whole or in part, to disregard all non-conforming, non-responsive, or conditional Proposals, to negotiate with all qualified Proposers, to waive what it deems to be an informality in the RFP process, to waive what it deems to be technical defects, irregularities and/or omissions relating to a specific Proposal, to re-advertise and solicit additional Proposals or to cancel this RFP, if it is considered in the best interest of the Cheektowaga Central School District to do so. No Proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a Proposal.



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## **SECTION I: INTRODUCTION**

The Cheektowaga Central School District is seeking Proposals for architectural/engineering services as-assigned for various capital projects. The decision as to whether or not to proceed with any such various capital projects rests in the discretion of the District and is subject to the approval of the Board of Education.

### **SCOPE OF SERVICES:**

The School District seeks the following services on an as-assigned basis. Scope of work shall include, but may not be limited to, the following:

### **GENERAL:**

- Manage projects from implementation to occupancy. Ensure that projects are completed on time, within budget, and in compliance with all regulatory requirements and District Procurement policies. Ensure that all required approvals and permits are obtained, and copies are delivered promptly to School Business Administrator. Make formal presentations to the Board of Education and various other groups (i.e., District staff, parents, students, general public, etc.).

### **DESIGN AND PRE-CONSTRUCTION:**

- Assist the District with any preliminary documentation submitted to New York State Education Department.
- Assist the District with the SEQRA process, and if necessary be prepared to make recommendations for a SEQRA consultant.
- Advise the District on the conceptual design and prepare cost estimates of the design.
- Prepare budgets, schedules and independently review, verify and update project schedules and cost estimates throughout the project. Evaluate alternate options and approaches from the standpoints of constructability and cost while meeting the requirements of the designated project(s).
- Assist the District in the selection of testing and/or other specialty consultants when required during any project.
- A Senior Principal for the Architect/Engineer will attend regular meetings with District staff, as required by the District, to review progress and provide financial updates on the project from the start of the project until completion.
- Attend public and site presentations as needed to develop and/or describe the proposed/designated projects.
- Meet with members of the District's Project Team and stakeholders to review project scope, concept and other pertinent aspects of any designated project.
- Review cost models, manage design progress, evaluate design changes and their cost impacts and review project estimates during the design and construction document phase of each project component.
- Evaluate all construction options technically, in terms of costs, and with regard to movement of staff/logistics for minimum operational disruptions.
- Collaborate and cooperate with any construction manager retained by the District for any assigned/designated project.
- Assist the construction manager, as required if one is retained by the District, in reviewing local labor market conditions and local availability of construction materials as they effect design choices and construction cost.
- Participate in all design meetings, including initiating meetings with agencies, as necessary, having approval authority.
- Provide and update drawings and material specifications as required for project approval by District and New York State Education Department. Prepare plans and specifications along with all other documents required for submission to and approval by New York State Education Department. Plans and specifications shall be in accordance with applicable laws, rules, regulations, codes and ordinance including but not limited to Title 8 NYCRR Part 155 Regulations of the Commissioner of NYSED.
- Conform to and observe all applicable laws, rules and regulations including competitive bidding requirements and Labor Law requirements.
- Assist the construction manager, as required if one is retained by the District, to develop a contracting and purchasing strategy, and to identify long-lead time items.
- Assist in expediting the bidding process to assure acceptable bids. Provide bid phase assistance including pre-bid conference, document distribution, bidder questions, preparation and distribution of addenda, bid evaluation and recommendations, contract liaison. Prepare bid packages for each contract including definition of scopes of work, drawings, technical specifications, terms and conditions, bonding and insurance requirements etc.

- Assist the District and the construction manager as required in bid selection process. Establish a list of contractors, evaluate bids and alternates, and make recommendations for approval of selected contractors.

### **CONSTRUCTION AND POST-CONSTRUCTION**

- Supervision of construction. Attend project site meetings to review progress and provide site representation.
- Review all submittals and shop drawings for conformance with the contract documents. Maintain records of accepted and rejected submittals. The architect shall be responsible for all coordination of shop drawings and meetings held during construction.
- Continually evaluate project progress and recommend appropriate actions to maintain the accepted schedule. Provide progress schedule updates to the District as requested.
- Establish and maintain a good working relationship with the community adjacent to the job sites and use reasonable methods to reduce undesirable impacts such as noise, dust, lighting, odor, and other potential nuisances.
- As requested by the District, assist contractors in the avoidance and resolution of jurisdictional disputes.
- Review and make recommendations on proposal and change order requests.
- Review and verify applications for payment from contractors and suppliers for accuracy and compare progress to milestones, and make certifications to the District regarding payment.
- Notify the District and responsible contractor(s) in writing of any delays, defects, deficiencies or of any work which does not conform to the contract documents.
- Prepare punch lists for each Contractor.
- Recommend to the District when inspection(s) to determine substantial completion and final completion and punch-lists should be made, conduct such inspection(s) with the project team and others, as required, and ensure that all punch-list items are corrected.
- Notify the District of any and all faulty construction methods, procedures, safety precautions and of the failure of the contractor(s) to perform the work in accordance with the contract documents.
- Actively participate in any conflict resolution between the District and the Contractors.
- Assemble information, including preparation of marked prints. Prepare and submit drawings to the District which shall show the completed project as built unless as-built drawings are prepared by the Contractors.
- Assist the District personnel in assuming operation of all systems, including scheduling of instructional sessions by the contractor(s) as required in contract documents.
- Obtain Close-out documents from Contractors and assist the District with preparing and submitting final project documents and submissions to NYSED.
- Responsible to ensure the timely and complete submittal of all State Education Department mandated forms and reports required for capital projects. Work to obtain the issuance of building permits and certificates of occupancy by the New York State Education Department which includes, but is not limited to the following services:
  - i. Prepare preliminary plans in accordance with applicable regulations of the New York State Commissioner of Education and other documents required for project approval by the State Education Department.
  - ii. Assure that projects are completed in a timely basis meeting all deadlines established by the School District and the State Education Department.
  - iii. Prepare final plans and specifications and any other documents required by the State Education Department needed to obtain a building permit.
  - iv. Submit certification of substantial completion to the School District and the State Education Department at the appropriate time.
  - v. Provide the School District with copies of all documents, including a written explanation describing the documents, sent to the State Education Department.
- Work with Contractors to ensure the District obtains the proper warranties and work with Contractors for a two-year period relative to any warranty work.
- The scope of work required from the architectural/engineering firm(s) will vary by project and the District reserves the right to use multiple architectural/engineering firms or individuals.

**LOCATION OF POTENTIAL SERVICES:**

Cheektowaga Central Schools  
3600 Union Road  
Cheektowaga, NY 14225

Former Pine Hill Elementary Building  
1635 E. Delavan Avenue  
Buffalo, NY 14215

**SECTION II: SCHEDULE**

The anticipated schedule of key events for this RFP process is as follows:

RFP Issued:	Thursday, June 16, 2022
Buildings Site Visit:	Wednesday June 22, 2022 at 9am (meet at Cheektowaga CSD Central Office)
Request(s) for Content Clarification(s) No Later Than:	Friday, June 24, 2022 at 11:00 a.m.
Proposals Due Date:	Thursday, June 30, 2022 at 3:00 PM
Anticipated Board Award Date:	July 5, 2022

Note: The District reserves the right to revise these dates.

### SECTION III: REQUEST FOR PROPOSALS (RFP)

A. Request(s) for Content Clarification(s)

If discrepancies or omissions are found by any prospective Proposer or if there is doubt as to the true meaning of any part of this RFP, a written request for a clarification or interpretation shall be submitted via e-mail to Bruce Vona, bvona@ccsd-k12.net before Friday, June 24, 2022 at 11:00 a.m. as indicated in Section II. Questions and answers to such requests for clarification will be posted on the District's website as Addenda to this RFP. Proposers to this RFP must check the District's website for such questions and answers before completing their response. Verbal questions and responses are not permitted; if you have requested clarification and do not see a response posted on our website within 2 business days, please call 716-686-3600 to ensure your question was received.

B. Addenda

Any interpretation, corrections and/or changes to this RFP or extensions to the deadline due date/time for receipt of Proposals will be made in writing by Addenda. Sole issuing authority of Addenda shall be vested in the Business Office as entrusted by the Board of Education. Proposers to this RFP must check the District's website for Addenda before completing their response. Any Addenda so issued are to be considered a part of this RFP document.

C. Proposal Due Date and Delivery Instructions

Sealed Proposals in response to this RFP Request for Proposals must be received no later than 3:00 PM on Thursday, June 30, 2022. To be considered, one (1) original plus two (2) copies of the Proposal must be submitted in a sealed envelope(s) or package(s) to:

CHEEKTOWAGA CENTRAL SCHOOL DISTRICT  
BUSINESS OFFICE  
ATTN. LAURIE WIDMAN, SCHOOL BUSINESS ADMINISTRATOR  
3600 UNION ROAD  
CHEEKTOWAGA, NY 14225

PROPOSALS MUST BE ENCLOSED IN A SEALED ENVELOPE(S)/PACKAGE(S) CLEARLY MARKED WITH THE NAME AND ADDRESS OF THE PROPOSER AND "ARCHITECTURAL/ENGINEERING SERVICES BID".

The Proposer must submit Exhibit A, and Exhibits A-1 through A-9, pages 15 through 27 of this RFP document, including therein all other required documents in the manner specified in this RFP. The Proposal must be signed by a person authorized to legally bind the entity submitting the Proposal. All Proposals will be dated and time recorded with the official time by the Business Office upon receipt.

No faxed or emailed copy of the Proposal will be accepted. It is the Proposer's responsibility to ensure that its Proposal is received by the District before the deadline due date/time stated in the RFP, whether sent by mail or by means of personal delivery. All Proposals received after the deadline due date/time stated in the RFP will not be considered and will be returned unopened to the Proposer. The Proposer assumes the risk of any delay in the mail or in the handling of the mail by employees of the District.

The District reserves the right to retain all Proposals submitted and to use any ideas in a Proposal regardless of whether that Proposal is selected. Submission of a Proposal indicates acceptance by the Proposer of the conditions contained in this RFP, unless all such exceptions are clearly and specifically noted in the Proposal submitted.

D. Damaged/Illegible Proposals

The District is not responsible for any Proposal or portion of a Proposal submittal that has been damaged or destroyed while in transit to the District. Proposers should take the necessary precautions to ensure that their Proposal is received intact. Illegible Proposals or documents (or portions thereof) received will be disregarded.

E. Late Proposals

Proposals received in the Business Office after the deadline due date/time stated in the RFP shall be returned unopened and will be considered void and unacceptable. The District is not responsible for lateness of mail, carrier, etc. and the date/time stamp in the Business Office shall be the official time of receipt.

- F. Altering Proposals  
Proposals cannot be altered or amended after the deadline due date/time stated in the RFP. Any interlineations, alterations or erasures made to a Proposal before the deadline due date/time must be initialed by the signer of the Proposal, guaranteeing authenticity.
- G. Withdrawal of Proposal  
A Proposal may not be withdrawn or canceled by the Proposer without justifiable cause following the deadline due date/time stated in the RFP and Proposer so agrees upon submittal of their Proposal.
- H. Exclusion  
No oral, telegraphic, telephonic, facsimile, email or electronic Proposals will be considered.
- I. No Submittal  
Should a firm or individual not wish to submit at this time but wishes to remain on the list for future Proposals, such firm or individual is required to return the Proposal Recap Sheet (Exhibit A-4) and so indicate.

## SECTION IV: PROPOSAL EVALUATION

- A. Evaluation Criteria  
Evaluation criteria have been established to assist the District in determining which Proposer will provide quality services which best suit the requirements of the District. The criteria listed below are not of equal value or weight in the decision-making process. The District will select a Proposal or group of Proposals after careful evaluation including, but not limited to, the following criteria:
- Fee structure to be charged
  - Experience of the Proposer, the Principal to be assigned, and/or the Architect/Engineer of record performing work
  - Total years in business and financial stability of the firm or individual
  - Experience in providing similar services including, but not limited to, public school construction in New York
  - References for similar work
  - Extent of services offered; and
  - Any other criteria as reasonably determined by the District
- B. Evaluation of Proposals
1. During the RFP evaluation period all communication shall be directed to the Business Office.
  2. Timely received Proposals will be reviewed by the District's designated Review Panel, which includes but is not limited to the Superintendent of Schools, the School Business Administrator and others as designated in the discretion of the District. Each Proposal will be reviewed according to the following process:
    - a. Proposals will be reviewed to determine that the submittal conforms to the minimum criteria for consideration. Proposals failing to conform to the minimum criteria shall be rejected without further evaluation and the Proposers will be so informed in writing.
    - b. All Proposals meeting minimum criteria for consideration will be evaluated according to the criteria listed in this section to determine finalists. Finalists may be required to make an oral presentation to the Review Panel. The presentation is to include a concise description of the Proposer's capabilities to provide the services sought by this RFP, an explanation of the various aspects of the Proposal and responses to questions from the Review Panel.
    - c. The Proposal(s) which, in the sole discretion of the Review Panel, best meet(s) the established criteria and overall requirements of this RFP will be presented for consideration by the Board of Education. If, for any reason, a contract cannot be awarded, the District reserves the right to reject all Proposals. Any Proposers not selected will be notified in writing.
- C. Disqualification of a Proposer & Rejection of a Proposal  
Any of the following may be considered sufficient for the disqualification of a Proposer and the rejection of the Proposal:
1. Evidence of collusion
  2. Failure to satisfy the requirements of this RFP
  3. Default or termination of other contracts or agreements
    - i. Illegible or vague Proposal
    - ii. Lack of responsiveness (as demonstrated by past work performance, references, etc.); and/or
    - iii. Other causes as deemed appropriate at the District's sole and absolute discretion

D. Rights To Accept Or Reject

It is understood that the District reserves the right to accept or reject any/all Proposals for any/all services covered in this RFP and to waive irregularities or technical deficiencies that, in the judgment of the District, best meet the requirements of the District. This RFP does not commit the District to award a contract or pay any cost incurred in the preparation of a Proposal in response to this RFP. No Proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a Proposal. The District may select that Proposal which, in the District's sole discretion and with whatever modifications the District and the Proposer may mutually agree upon, that best meets the District's requirements.

E. Final Selection

1. The Board of Education will approve a firm or individual based upon the RFP taking into consideration the recommendation of the Superintendent of Schools and School Business Administrator. The Board of Education reserves the right to consider qualifications, experience, and reputation in the architectural/engineering services industry, as well as the specific qualifications of a Proposer when evaluating Proposals received.
2. Notification of Firm Selection: It is anticipated that a firm or individual will be selected by July 5, 2022.
3. The Board of Education reserves all rights and may reject any or all Proposals as it may deem appropriate. The Board of Education intends to award on the basis of the best interest and advantage to the Cheektowaga Central School District and reserves the right to request clarifications or corrections to Proposals received, to accept or reject any or all Proposals received, in whole or in part, to disregard all non-conforming, non-responsive, or conditional Proposals, to negotiate with all qualified Proposers, to waive what it deems to be an informality in the RFP process, to waive what it deems to be technical defects, irregularities and/or omissions relating to a specific Proposal, to re-advertise and solicit additional Proposals or to cancel this RFP, if it is considered in the best interest of the Cheektowaga Central School District to do so.

## SECTION V: RFP SUBMITTAL REQUIREMENTS

### **A. Proposer and Project Team**

Proposals must be submitted in the format outlined in this section (See Exhibit A-5). Each of the sections and parts must be completed in full. Each Proposal will be reviewed to determine completeness prior to proposal evaluation. The District reserves the right to eliminate from further consideration any Proposal deemed to be non-responsive to the requests for information contained herein.

#### **Part I: Proposer Background**

Part I must include

##### A. Proposer Identification:

- Corporate name
- Corporate address (a physical address must be provided)
- Telephone number
- Federal Tax ID number
- Contact person(s) phone numbers

##### B. Proposer Firm Information:

- Principal Officers
- Number of employees
- Number of years in business
- Additional Business Locations and Offices, if any

##### C. Proposer Public School Experience:

Provide the number of K-12 Public School Districts, and the number of Public-School Districts in New York State, for which your organization has provided similar services. For each, include a brief description of the project(s) scope of service and current status, whether the project was completed on schedule and on budget (include cost analysis), and any significant problems which affected project performance. Provide contact information, including telephone number. District reserves the right to contact and/or visit project sites. Please provide a listing of five additional projects, which have been designed by your firm and completed within the last five years, including scope of services and contact information. District reserves the right to contact/visit project sites.

#### **Part II: Proposed Project Management Structure**

Part II must address the overall make-up of the Project Team, with a detailed statement describing how the Proposer intends to meet the needs of the District.

#### **Part III: Proposed Project Team**

Part III must provide information about the Project Team and any anticipated independent contractors envisioned. Include physical and email addresses, telephone/fax numbers, contact name and lead person. A detailed resume for each team member must be provided.

#### **Part IV: Required Experience**

- a. Part IV must include all current school districts as references as well as document the Project Team's experience with the following:
  - b. NYSED Project Application and Approval Process
  - c. NYSED Office of Facilities Management Services Forms
    1. Building Permits
    2. Certificate of Approval of Plans and Specs
    3. Inspections
    4. Certificates of Substantial Completion
    5. Assurances
    6. Building Code for Public School Buildings
    7. Fire Safety Inspection Report
    8. Certificates of Occupancy
    9. Final Building Project Reports
  - d. Application and Certificate for Payment (Form AIA document #G702/CMA)
  - e. Change Orders and Process for Approval of Change Orders
  - f. NYS Department of Labor Rules and Regulations including but not limited to PESH (OSHA) and Prevailing Wage

**B. Proposed Fee Schedule**

The Proposal must indicate the proposed fee schedule for services on Exhibit A-7, Architectural/Engineering Pricing Sheet, as either: (1) a percentage of final bond referendum dollar value (including incidental costs) as determined by the Board of Education and approved by the voters of the District; or (2) a flat fee. The Proposer’s response must also include hourly rates for additional services for all staffing categories (i.e., principal, project engineer, architect, CAD operator, etc.). Any additional and/or reimbursable costs not included in the proposed fee schedule must be clearly indicated in the Proposal.

**C. Confidential Information**

The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, Proposals submitted in response to this RFP may constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, which, if publicly disclosed, could cause substantial injury to the commercial enterprise’s competitive position. To protect this information from disclosure under FOIL, Proposers must specifically identify the pages of the PROPOSAL that contain such information by properly marking the top of the applicable pages as “CONFIDENTIAL” and inserting the following statement in the front of its Proposal:

The information or data on pages \_\_\_ of this Proposal, identified on the top thereof as “CONFIDENTIAL”, contain financial, technical or other information which constitute trade secrets or such, if publicly disclosed, would result in substantial injury to our competitive position. We request that the District use such information only for the evaluation of this PROPOSAL but we understand that the District must comply with the provisions of the New York State Freedom of Information Law (FOIL) and that public disclosure of the information contained in this Proposal whether or not marked as “CONFIDENTIAL” and we agree to make no claim for any damages as a result of any such disclosure by the District pursuant to FOIL.

In the event the District receives a FOIL request for disclosure of information marked as “CONFIDENTIAL”, the Proposer shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons the Proposer has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation shall be used by the District in making its determination as to whether disclosure is required under the law.

**D. Other Requirements**

1. FACSIMILE OR EMAIL TRANSMITTALS – Proposals must be in hard copy format; proposals sent via fax or email will not be accepted.
2. OPENING DATE & TIME - Proposals must be received in the Business Office on or before the deadline due date/time stated in the RFP - late submittals will not be opened.
3. SEALED & MARKED ENVELOPES – Proposals must be submitted in sealed envelopes clearly marked to identify that the contents are in response to the “ARCHITECTURAL/ENGINEERING SERVICES BID”.
4. SIGNATURES – Proposals must be signed in ink by an authorized officer of the company (facsimile, printed or typewritten signatures will not be accepted).

## SECTION VI: GENERAL TERMS AND CONDITIONS

### A. Contract/Agreement

The successful Proposer's Proposal, when properly approved by the Board of Education and accepted by the District either by formal letter of acceptance or Purchase Order, shall legally constitute acceptance and therefore, be subject to all the terms and conditions of the Proposal, this RFP document and the Purchase Order. Successful Proposer may also be required to sign a form of contract that includes the terms of the Proposal, this RFP document and the Purchase Order, as well as the final terms and conditions that resulted in any negotiation between the District and the Proposer.

### B. Purchase Order

Cheektowaga Central School District shall generate a purchase order(s) to the successful Proposer. The successful Proposer shall not sell, assign, transfer or convey the award of this RFP and/or any resulting contract, in whole or in part, without the prior written consent of the District.

### C. Contract Administrator

The District will designate the School Business Administrator as the contract administrator for the awarded contract.

### D. Payments:

1. The District will make payment only after receipt and acceptance by the District of the services(s) ordered.
2. Vendor invoices shall show the purchase order number and shall be mailed with accompanying documentation to: Cheektowaga Central School District, 3600 Union Road, Cheektowaga New York, 14225. ATTN: Accounts Payable
3. Payments of any claim shall not preclude the district from making claim for adjustment for any service(s) found not to have been in accordance with specifications.
4. The Cheektowaga Central School District is exempt from federal, state, or municipal sales/excise taxes therefore Proposal shall not include any such tax.
5. Compensation is to be based on a percentage of final referendum dollar value (including incidental costs) or a flat fee, as applicable, and shall be paid upon completion of each phase of services as follows:
  - a) Schematic Design Phase Fifteen percent (15%)
  - b) Design Development Phase Twenty percent (20%)
  - c) Construction Documents Phase Forty percent (40%)
  - d) Bidding & Negotiation Phase Five percent (5%)
  - e) Construction Phase - Twenty percent (20%)
6. The decision as to whether or not to proceed with any capital projects rests in the discretion of the District and is subject to the approval of the Board of Education and authorization of the voters of the District, as applicable. The District reserves the right to change the scope of the project(s). The District also reserves the right to cease pursuing the project(s). If any phases of the project(s) are deleted or otherwise not pursued/constructed, the amount of compensation for those phases of the project(s) shall be payable only to the extent actual services are performed on those phases of the project(s) by the successful Proposer with prior approval of the District, based upon the lesser of: (i) the successful Proposer's hourly rates for the actual services performed on any such phases of the project(s); or (ii) the dollar value equal to the calculation of the successful Proposer's fee based on the percentage of final referendum dollar value (including incidental costs) or the flat fee, as applicable, and the percent of the corresponding phases in accordance with the schedule set forth in Section VI.D.5 above.
7. Detailed reimbursable costs not included in the fee percentage, anything not listed will be assumed to be included. Reimbursement shall be for only the expense incurred with no markup.

### E. Other Terms and Conditions:

1. Conflict of Interest - No public official from the Board of Education of the Cheektowaga Central School District and/or the Cheektowaga Central School District shall have a prohibited conflict of interest in the awarded contract.
2. Venue - The Proposer and the District explicitly agree that the awarded contract will be governed and construed according to the laws of the State of New York and the parties further agree that the Supreme Court, State of New York, County of Erie and the United States District Court shall be the forum for any actions brought under the awarded contract.
3. Silence of Requirements - The apparent silence of these Terms and Conditions as to any detail or to the apparent omission from it of the description concerning any point shall be regarded as meaning that only the best business practices are to prevail. All interpretations of these requirements shall be made on the basis of this statement.

4. Advertising - The successful Proposer shall not advertise or publish as a form of an endorsement, the fact that the District has entered into the awarded contract, without the District's prior written approval except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
5. Interference - There shall be no interference with the District's operations in the performance of the service(s) rendered under the awarded contract.
8. Termination Rights by the District - The District may terminate the awarded contract by giving at least thirty (30) days prior written notice if the successful Proposer fails to perform any of the material obligations hereunder. The successful Proposal so notified shall have fifteen (15) business days from the date of that notice to correct such failure. The District may still opt to terminate the awarded contract. The District may also terminate the awarded contract without cause by giving at least sixty (60) days prior written notice to the successful Proposer.
9. Representations – No information derived from inspection of the District's records or reports of investigation concerning the awarded contract will in any way relieve the successful Proposer from its responsibility or from properly performing its obligations under the awarded contract. The District may have provided information as a convenience to the Proposer and did so without any warranty whatsoever by the District. The successful Proposer makes its own conclusions and interpretations from the data supplied by the District and from information available from other sources.
8. Cumulative Rights - The rights and remedies provided by the awarded contract are cumulative and the use of one right or remedy by a party shall not preclude or waiver the right to use any or all of the remedies.
9. Indemnification - The successful Proposer shall defend, indemnify, and save harmless the Cheektowaga Central School District, its Board of Education and all District officers, administrators, employees and representatives, 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 services hereunder by the Proposer, whether such claims shall be made by an employee of the Proposer or by a third party. The Proposer covenants and agrees that the Proposer will pay all costs and expenses arising therefrom and in connection therewith, and if any judgment shall be rendered against the District, in any such litigation, the Proposer shall at his own expense satisfy and discharge the same.

The successful Proposer shall also defend, indemnify and save harmless the Cheektowaga Central School District, its Board of Education and all District officers, administrators, employees and representatives, from and against all claims, demands, losses, costs, damages, suits, actions and proceedings by whomsoever made, brought or prosecuted and in any manner based upon arising out or, related to, occasioned by or attributable to the infringement or contribution to the infringement of any intellectual or industrial property right by the articles, methods, processes or act employed by, or plans, drawings, specifications another written data provided by, the successful Proposer or its employees in concern with providing services hereunder (including, without limitations, legal expenses on a solicitor and client basis). The Proposer covenants and agrees that the Proposer will pay all costs and expenses arising therefrom and in connection therewith, and if any judgment shall be rendered against the District, in any such litigation, the Proposer shall at his own expense satisfy and discharge the same.

The above indemnification provisions shall survive the expiration or sooner termination of the awarded contract.

10. Default - If the successful Proposer is in default, the District may, in its discretion, do all things necessary to effect compliance with the laws, regulation, by laws, directives, rules and conventions referred to therein, and the successful Proposer shall, on demand by the District, reimburse the District for all costs incurred by the District for that purpose.
11. Remedies – The successful Proposer and the District agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code, as applicable.
12. Ethics - The Proposer shall not accept or offer gifts or anything of value nor enter any business arrangement with any employee, official or agent of the District. Any contact by a Proposer during the RFP process, with District employees, Board members, other than with the Business Office, shall be grounds for disqualification.

13. Compliance - All services rendered must comply with all federal, state, county and local laws concerning this type of services and the fulfillment of all ADA (American with Disabilities Act) requirements.
14. Drug/Smoke Free - Cheektowaga Central School District maintains a drug and smoke free work place. Use, possession or under the influence of drugs and / or alcohol or smoking while in performance of the Agreement is strictly prohibited.
15. Non Discrimination Requirements - In accordance with Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional, non-discrimination provisions, the Proposer agrees that neither it nor its subcontractors, if any, shall discriminate for reason of age, race, creed, color, national origin, sexual orientation, military status, sex, marital status, or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the awarded contract. The Cheektowaga Central School District does not discriminate on the basis of sex in the educational program or activities which it operates, and it is required by Title IX of the Educational Amendments of 1972 not to discriminate in such a manner. This policy of non-discrimination includes the following areas: recruitment and appointment of employees; employment pay and benefits; counseling services for students; access by students to educational program; course offering and student activities.
16. Approximate Services – Approximate services requirements are given. Approximate services do not constitute a request, but only implies the estimated services the District will require. Services will be utilized on an as assigned basis and it is understood that the estimated services may be increased, decreased or omitted without any way invalidating Proposal fees.
17. Executory Clause - The awarded contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the awarded contract, and no liability on account thereof shall be incurred by the purchaser beyond the amount of such monies. It is understood that neither the awarded contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the awarded contract.
18. The District reserves the right to review and approve any contractual agreements made between Proposer and independent contractors hired by Proposer to provide services to the District.

F. Right to Obtain Services from State or County Contracts:

The District reserves the right to reject the Proposal in part or its entirety and obtain services from state or county contracts should it be deemed in the best interest of the District.

**EXHIBIT A**  
**REQUIRED DOCUMENTS**

**PROPOSERS NAME:** \_\_\_\_\_

- A-1          Proposal Acknowledgment Form**
- A-2          Non-Collusion Certification**
- A-3          Addenda Acknowledgement**
- A-4          RFP Recap Sheet**
- A-5          Section V Paragraph A : Proposer and Project Team**
  - Part I - Proposer Background**
  - Part II – Project Management Structure**
  - Part III – Project Team,**
  - Part IV- Statement of Required Experience**
- A-6          Section V Paragraph B – Fee Schedule - Architectural/Engineering Pricing Sheet**
- A-7          Insurance Agreement/Requirements**
- A-8          Iran Divestment Certification**
- A-9          Conflict of Interest Certification**

**Proposer must submit pages 15 – 27 of this RFP document.** including therein all other required documents in the manner specified in this RFP. **All other pages are to be kept by the Proposer for their records.**

EXHIBIT A-1

PROPOSAL ACKNOWLEDGMENT FORM

The Proposer acknowledges that he/she has carefully read the RFP and any and all Addenda and understands the specifications therein.

The Proposer also acknowledges that this Proposal is based on the RFP and any and all Addenda and not on any verbal communications or verbal clarifications from the District.

The Proposer further acknowledges that the successful Proposer's Proposal, when properly approved by the Board of Education and accepted by the District either by formal letter of acceptance or Purchase Order, shall legally constitute acceptance and therefore, be subject to all the terms and conditions of the Proposal, this RFP document and the Purchase Order.

The Proposer further acknowledges that the successful Proposer may also be required to sign a form of contract that includes the terms of the Proposal, this RFP document and the Purchase Order, as well as the final terms and conditions that resulted in any negotiation between the District and the Proposer.

Company Name of Proposer: \_\_\_\_\_

Business Address of Proposer: \_\_\_\_\_  
\_\_\_\_\_

Business Phone Name: \_\_\_\_\_

Business is a legally listed as:

- Sole Proprietorship
- Partnership
- Corporation

Authorized Agent: \_\_\_\_\_  
(Printed)

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

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

EXHIBIT A-2

NON-COLLUSION CERTIFICATION

**Authorized Officer:** Proposer's submittal containing statements, letters, etc., shall be signed in the Proposal by a duly authorized officer of the company whose signature is binding on the Proposer.

The undersigned offers and agrees to provide all of the services(s) awarded to them upon which qualifications are stated in the accompanying Proposal. The period of evaluation and award of the contract by the Board of Education, shall be up to forty-five (45) calendar days, from the date of the Proposal acknowledgement, unless otherwise indicated by Proposer.

I, \_\_\_\_\_ am a duly authorized officer of/agent for \_\_\_\_\_ and have been duly authorized to execute the foregoing on behalf of the said firm or individual.

I hereby certify that the foregoing offer has not been prepared in collusion with any other Proposer or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Proposer is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the type of services/commodities offered, or to influence any person or persons to offer or not to offer thereon.

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

- A. The fees in this Proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such fees with any other Proposer or with any competitor
- B. Unless otherwise required by law, the fees which have been offered in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the opening, directly or indirectly to any other Proposer or to any competitor; and,
- C. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition

**EXHIBIT A-2**

**NON-COLLUSION CERTIFICATION (CONTINUED)**

**Company Name of Proposer:** \_\_\_\_\_

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

\_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Authorized Agent:**

**Name:** \_\_\_\_\_  
(Printed)

**Title:** \_\_\_\_\_  
(Printed)

**By:** \_\_\_\_\_  
Signature

**EXHIBIT A-3**

**ADDENDA ACKNOWLEDGEMENT**

**The Proposer acknowledges the receipt of all Addenda listed below as issued by the District Business Office. Please list all Addenda and sign below.**

**The Proposer further acknowledges that any and all Addenda so issued are to be considered a part of the RFP document.**

<u>Addenda Number</u>	<u>Date Received</u>	<u>Authorized Signature</u>

**EXHIBIT A-4  
RFP RECAP SHEET**

**RFP FOR: Architectural/Engineering Services As-Assigned for Various Capital Projects**

**PROPOSAL DUE DATE: Thursday, June 30, 2022 - 3:00 PM**

**PROPOSER'S NAME:** \_\_\_\_\_

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

**“NO-SUBMITTAL”**

**PLEASE CHECK HERE IF PROPOSER WISHES TO “NOT SUBMIT”**

**EXHIBIT A-5**

**Proposer and Project Team**

**Include additional separate pages as required for each of Section IV, Part I, Part II, Part III, and Part IV.**

**EXHIBIT A-6**

**Architectural/Engineering Pricing Sheet – page 1 of 2**

Please indicate below your proposed fee schedule for services as either: (1) a percentage of final referendum dollar value (including incidental costs) as determined by the Board of Education and approved by the voters of the District; or (2) a flat fee. Unless specifically noted by the Proposer, the dollar values below refer to the total dollar value of all propositions to be approved in the voter referendum. The Proposer’s response must also include hourly rates for additional services for all staffing categories (i.e., principal, project engineer, architect, CAD operator, etc.). Any additional and/ or reimbursable costs not included in the proposed fee schedule structure must be clearly indicated in the Proposal.

**1.) Percentage of Final Referendum Dollar Value:**

Construction Cost - Up To	Fee to be Charged	Percentage
\$ 15M		
\$ 10M		
\$ 8M		
\$ 6M		
\$ 5M		
\$ 3M		
\$ 1M		
\$ 500K		
\$ 250K		
\$ 125K		

**EXHIBIT A-6**

**Architectural/Engineering Pricing Sheet – page 2 of 2**

**Additional Services to be billed at the following hourly rates:**

(ex: Principal, Architect, Interior/Spatial Designer, CAD Tech, Project Manager, Site Manager, etc.)

Team Member Title	Regular Billable rate per hour
Principal	
Project Manager	
Site Manager	
Senior Architect	
Architect	
Interior/Spatial Designer	
Senior Engineer	
Engineer	
Senior Construction Observer	
Construction Observer	
Field Technician	
Clerical	
Assistant	
Senior Drafter	
Drafter	
CAD Technician	
Safety Professional	
Senior Scientist	
Scientist	
Licensed Surveyor	

**Additional or Reimbursable Costs:** Please identify additional or reimbursable cost items that would not be included in the Architect's fee.

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Proposal Submitted by:

\_\_\_\_\_  
Architect (Signature)

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax

\_\_\_\_\_  
E-Mail

\_\_\_\_\_  
E-Mail

**EXHIBIT A-7**

**INSURANCE REQUIREMENTS**

**INSURANCE AGREEMENT – Professional Consultants**

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the consultant hereby agrees to effectuate the naming of the district as an additional insured on the consultant's insurance policies, with the exception of workers' compensation, N.Y. State disability and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract
- II. The policy naming the district as an additional insured shall:
- Purchase an insurance policy from an A.M. Best rated "secure" insurer, licensed in New York State.
  - State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.
  - The district shall be listed as an additional insured by using endorsement CG 2026 or equivalent or broader. A completed copy of the endorsement must be attached to the certificate of insurance.
  - The certificate of insurance must describe the specific services provided by the consultant (e.g., Architectural, Engineering, etc.) that are covered by the commercial general liability policy, E&O, and the umbrella policy, and state that the policies affirmatively provide coverage for claims of negligent hiring, training, and supervision and which may arise in the context of sexual molestation, abuse, harassment, or similar sexual misconduct.
  - At the District's request, the consultant shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the consultant will provide copies of the policy endorsements and forms.
- III. The consultant agrees to indemnify the district for any applicable deductibles and self-insured retentions.
- IV. Required Insurance:
- **Commercial General Liability Insurance**  
\$2,000,000 per occurrence/ \$4,000,000 aggregate.
  - **Automobile Liability Insurance**  
\$1,000,000 combined single limit for owned, hired and borrowed, and non-owned motor vehicles.
  - **Workers' Compensation and N.Y.S. Disability**  
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.  
Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
  - **Professional Errors and Omissions Insurance**  
\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the district. If written on a "claims made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.
  - **Excess Insurance**  
\$5,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form basis.
- V. Consultant acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract. The consultant is to provide the districts with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the district to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the district.
- VI. The district is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The consultant further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the district but also the NYSIR, as the district's insurer.

INSURANCE REQUIREMENTS - page 2

VII. Consultant hereby agrees to defend, indemnify and hold harmless Cheektowaga UFSD from and against any and all liability, loss, damage, claim or action (including costs and attorneys fees) for bodily injury and property damage, to the extent permissible by law, arising out of operations performed or services provided by the Consultant/vendor under the contract.

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

Representative Name (Print): \_\_\_\_\_

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

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

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

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

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

**EXHIBIT A-8**

**IRAN DIVESTMENT ACT FOR: *ARCHITECTURAL/ENGINEERING SERVICES AS-ASSIGNED FOR VARIOUS CAPITAL PROJECTS***

By submitting a Proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Proposers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List.

Additionally, Proposer is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

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

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

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*Name of Bidder/Company*

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*Name of Company Official-- \*See Below*

---

*Signature of Company Official (Sign in Blue Ink Only)*

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*Print Name*

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*Date*

**EXHIBIT A-9**

**CONFLICT OF INTEREST CERTIFICATION**

**\*THIS FORM MUST BE SIGNED AND NOTARIZED-SUBMIT WITH PROPOSAL\***

Name of Proposer: \_\_\_\_\_

Business Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Date of Proposal \_\_\_\_\_

The Proposer above mentioned declares and certifies:

First That the said Proposer is of lawful age and the only one interested in this Proposal, and that no one other than said Proposer has any interest herein.

Second That this Proposal is made without any previous understanding, agreement or connection with any other person, firm, or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.

Third That no member of the Board of Education of the Cheektowaga Central School District nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this Proposal or in the supplies, materials, equipment, work, or services to which it relates, or in any portion of the profits thereof.

Fourth That said Proposer has carefully examined the instructions, schedules, and specification prepared under the direction of the Board of Education, and will, if successful in this bid, furnish and deliver at the prices proposed and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, services, or labor for which this Proposal is made.

Fifth That the prices quoted are net and exclusive of all federal, state and municipal sales and excise taxes.

Sixth The non-collusive bidding certification is included herewith and applies to this Proposal.

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
(Person, Firm or Corporation)

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

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

Commission Expires \_\_\_\_\_