



A Board of Cooperative Educational Services

179 County Route 64, Mexico, NY 13114  
Phone: (315) 963-4253 | Fax: (315) 963-4447  
[www.CiTiboces.org](http://www.CiTiboces.org)  
[www.CiTiboces.org/CooperativePurchasing](http://www.CiTiboces.org/CooperativePurchasing)

***NOTICE TO BIDDERS***  
**REQUEST FOR PROPOSALS**

**Professional Construction Management Services  
for the  
Mexico Academy & Central School District  
CiTi RFP24-0004**

**Proposals will be accepted by CiTi\* up to, but no later than:**

**DATE: Monday, September 18, 2023**

**TIME: 1:00 p.m.**

*Immediately following the bid response date and time a public bid opening will be conducted to open all submissions. All public bid openings hosted by The Center for Instruction, Technology & Innovation (CiTi) are made available virtually via the Zoom platform. Bidders and members of the public can join the live bid opening virtually by sending an email request in advance of the opening date and time to: [purchasing@citiboces.org](mailto:purchasing@citiboces.org). Bidders and members of the public who wish to join the bid opening in-person must follow all visitor policy guidelines when present on CiTi property.*

**\*DO NOT submit proposals directly to the Mexico Academy & Central School District.**

## **INTRODUCTION**

**The Center for Instruction, Technology & Innovation (CiTi) on behalf of the Mexico Academy & Central School (MACS) District is seeking proposals from qualified firms to provide Construction Management Services for the MACS District.**

There is no expressed or implied obligation for CiTi or MACS to reimburse responding firms or individuals for any expenses incurred in preparing proposals in response to this request or to participate in oral presentations.

CiTi will accept RFP submissions up to 1:00 p.m. on Monday, September 18, 2023. Sealed RFP submissions and electronic RFP submissions via BidNet Direct will be accepted.

For sealed bid submissions, please submit TWO (2) copies of a technical proposal and TWO (2) copies of a cost proposal – one (1) original and one (1) copy. Sealed proposals should be clearly marked with the name of the firm, RFP title (Construction Management Services) and RFP number (RFP24-0004) on the outside of the envelope and sent to: CiTi, 179 County Route 64, Mexico, NY 13114. Sealed proposals must be received via mail, postal or shipping carrier or personal delivery by the date/time advertised.

For electronic bid submissions, please submit ONE (1) electronic copy of a technical proposal and ONE (1) electronic copy of a cost proposal via BidNet Direct by the date/time advertised. All bid forms that require a signature must be a photocopy of the signed bid form in order to be considered.

*Do not submit proposals to MACS. Faxed or emailed proposals will not be accepted. CiTi/MACS reserves the right to reject any or all proposals submitted.*

*It is the bidder's responsibility to ensure that their proposal is received before the deadline. All proposals received after the deadline stated in the RFP will not be considered and will be returned unopened to the firm/individual. The firm/individual assumes the risk of any delay in the mail or in the handling of the mail.*

*Proposals will be evaluated by CiTi and MACS representatives. During the evaluation process, CiTi reserves the right, where it may serve in MACS' best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. Any such information given, either orally or in writing, is not given in confidence and may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever.*

*At CiTi and MACS' discretion, firms submitting proposals may be requested to make oral presentations as part of the evaluation process. See "RFP Schedule" for tentative dates for oral presentations.*

*CiTi/MACS reserve 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 firm of the conditions contained in this request for proposals, unless any and all such exceptions are clearly and specifically noted in the proposal submitted and confirmed in the signed contract between MACS and the selected firm.*

## ***RFP SCHEDULE***

The anticipated schedule with respect to this RFP is as follows:

RFP Issued	Tuesday, August 29, 2023
Questions Submitted*	Thursday, September 7, 2023, by 1:00 p.m.
Response to Questions**	Friday, September 8, 2023, by 1:00 p.m.
Responses Due	Monday, September 18, 2023, at 2:00 p.m.
Oral Presentations	Week of September 25 to 29, 2023 <i>MACS would prefer in-person oral presentations and those will be held at MACS (Mexico, NY).</i>
Award Date	Thursday, October 5, 2023 at the MACS Board of Education Meeting <i>Following the notification of award, a contract will be executed between MACS and the awarded firm.</i>

\*Questions regarding this RFP may be emailed to Amy Rhinehart, School Purchasing Officer, on the form provided at [purchasing@citiboces.org](mailto:purchasing@citiboces.org)

\*\*Responses to questions will be answered in the form of an addendum and posted on CiTi's public website ([www.citiboces.org/cooperativepurchasing](http://www.citiboces.org/cooperativepurchasing)) and distributed to all bidders of record.

The Center for Instruction, Technology & Innovation (CiTi) on behalf of the Mexico Academy & Central School District (MACS) invites qualified construction management firms to submit their proposals to provide construction management services for an upcoming capital project. The selected construction manager will be responsible for the pre-referendum (pre-construction) phase, design and bid phase, construction phase and project close-out phase.

### ***DISTRICT BACKGROUND***

The Mexico Academy & Central School District (MACS) is a public school district located in Oswego County, New York. The district covers an area of approximately 100 square miles and is comprised of five instructional buildings, a stadium complex, multiple athletic fields, and a transportation center. The district serves students pre-kindergarten through grade 12 and the buildings are occupied by approximately 2,000 students and 475 staff on a daily basis. The district and the community take great pride in the many offerings for students and how well the facilities, including one historic building, are maintained.

### ***PROJECT OVERVIEW***

The tentative scope of work for this project is likely to include primarily HVAC replacements, window replacements, masonry restoration, and security upgrades in the district's six (6) buildings. That includes select roof replacements (partial at two [2] buildings), minor renovation work in the Bus Garage, and select site work (paving replacement) at the Middle School. The total budgeted referendum amount is expected to be approximately \$18.2 million with an anticipated public referendum vote in December 2023. The architect and engineering firm for the project is CPL Architects & Engineers in Rochester, NY.

#### **Preliminary Project Schedule:**

Public Referendum:	12/2023
SED Submission:	7/2024
SED Approval:	11/2024
Bid/Award Period:	12/2024 – 1/2025
Construction:	6/2025 – 8/2026
Project Close-out:	9/2026 – 11/2026

## **MINIMUM QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT FIRMS**

The minimum qualifications that will be considered by CiTi/MACS as a basis for selection of a construction manager are as follows:

1. Responding firms must have a minimum of 10 years of experience providing professional construction management services as described in the RFP.
2. Firm's experience as a construction manager should include at least 10 projects for public school districts in New York State valued at over \$10 million each.

Only firms that meet or exceed the above minimum selection criteria set forth by CiTi/MACS will be seriously considered. The selected construction management firm shall not bid or perform any of the trade construction work.

## **REQUIRED SERVICES**

For contract purposes, the Owner (MACS) anticipates using the AIA Document C132 - 2019 contract for construction management services. This document is to be used as a guide for defining services to be provided by the Construction Manager.

The following is an outline of construction management services that should serve as a basis for your proposal – it is not meant to be all-inclusive:

### Pre-Referendum Phase

1. Develop preliminary schedules for interior and exterior construction work to ensure minimal disruption and maximum safety.
2. Identify key project activities including design, bidding, legal, and financial. Milestone dates will be established, and responsibilities of Team members identified.
3. Assist Architect/Engineer to complete facility evaluations during the planning stage.
4. Assist MACS in defining parameters of the project to assure that programming needs and budgetary constraints are aligned.
5. Provide conceptual estimates as a tool to guide project decisions.
6. Compare the estimate to the proposed budget.
7. Provide budgets for conceptual designs that include incidental costs.
8. Advise on planning infrastructure.
9. Assist MACS with the development of an action plan and strategies for a successful referendum.
10. Attend public meetings as requested.
11. Conduct monthly Owner, Architect, Construction Manager meetings, keep and distribute accurate minutes of said meetings.

### Design and Bidding Phases

1. Consult with MACS and the Architect, regarding the project program, budget, timetable, and advisability of various bidding options and timing of construction.
2. Assist MACS in the selection of consultants (testing labs, e.g.), where appropriate. Review the performance of these groups, making recommendations where necessary.
3. In conjunction with MACS and the Architect, write front end specifications including but not limited to Bid Forms, Advertisement/Invitation to Bid, Instructions to Bidders, General Conditions of the Contract, Agreement, Summary of Work, Multiple Contract Summary, and Temporary Facilities, delineating the division of responsibilities and duties among MACS, the Construction Manager, the Architect, Constructors, Suppliers, and others involved in the project.
4. Review with MACS and the Architect a scheduling system of project milestones and documentation to ensure its timely delivery within budget, schedule, and with minimum changes. This schedule should be updated frequently and regularly.
5. Provide value engineering, to study alternative systems, manufacturers, and vendors of long lead items, to obtain the most economic benefit from a cost standpoint (balancing short and long term) while maintaining the district's functional and program requirements.
6. Prepare Project Budget Estimates, tracking construction and incidental costs, and Preliminary Schedules to evaluate alternative schemes and approaches to this project from the standpoints of constructability, cost, and schedule. As drawings progress, continually update Project Budget and Schedule.
7. Review all aspects of the preparation and production of the construction documents during the schematic design, design development, and construction documents phases with the district and the Architect. Provide recommendations on relative feasibility of construction methods, materials, labor, phasing, temporary construction, time requirements for procurements, and cost evaluation of alternate materials and systems.
8. Report regularly orally and in writing to the district on progress, budgets, and schedule.
9. Review alternate construction methods and materials.
10. Produce cash flow projections to assist Financial Consultant/District in maximizing investments.
11. Assist the Team in securing the most state aid available for all components of the project.
12. Establish reporting and accounting procedures.
13. Identify long lead purchase items.
14. Develop procurement plan.
15. Establish contact and maintain liaison as necessary with authorities during all approval processes.

16. Assist MACS and the Architect in establishing cost breakdowns and other controls with which to evaluate the responsiveness and completeness of construction bids received.
17. Establish a system of controls requiring specific performance of contractors and vendors, and which will anticipate, by means of adequate reporting and documentation, the means to resolve disputes, delays, and change orders.
18. Develop cost models, monitor progress, evaluate proposed changes and their cost impacts, and provide at least three complete estimates during schematic design, design development, and construction document phases of each project component.
19. Study local labor market conditions and construction materials as they affect design choices and construction costs, establish a liaison with area contractors, and encourage their participation in bidding.
20. In conjunction with the Architect, develop a multiple prime bid strategy for this project. Write specific scopes of work for each trade contract, coordinating the project budget, schedule and phasing plans with knowledge of local contractors. The Architect will prepare the bid packages for each trade including scope definition, terms and conditions, insurance and bonding requirements and will be responsible for printing these documents and issuing them to the prospective bidders. MACS expects that the selected Construction Management firm will attend pre-bid conferences and assist the Architect with soliciting bidder interest for this project.
21. In conjunction with the Architect, receive bids, prepare bid analyses, and make written and oral recommendations to MACS for the award of contracts.

### Construction and Closeout Phases

1. Provide full-time, on-site and off-site staff to perform all duties, including, without limitation, supervision of Contractors to expedite their work, maintenance of quality control, and conformance to the contract documents, providing full-time project management and field supervision.
2. Manage the construction activity, including fielding a supervisory team to monitor/control the work in progress, operate all monthly requisition and payment processes and keep accounts, handle inquiries, keep records, report on schedule progress and estimated completion cost, prepare punch-lists, administer completion and handover process, and review record drawings, warranties, guarantees, etc., for acceptability.
3. Provide all necessary personnel and expertise required for the administration of contracts, negotiation of change orders, and resolution of disputes and delays.
4. Furnish monthly progress reports that include schedule status, budget vs. cost analysis, quality and safety concerns, status and value of change orders and allowance authorizations (approved, pending, void) and how they affect the project budget and general overview of the project.
5. Work on behalf of the Owner and Architect to minimize change orders, ensuring that approval by the district is secured prior to implementation. Prepare the required change order documents for signatures and submission to SED.
6. Oversee the testing services and other services retained for the project.
7. Assist in coordination of activities of the utility companies and the regulatory agencies.
8. Expedite the submission of all submittals and shop drawings to be reviewed by the Architect for conformance with the contract documents, maintain accurate records of accepted shop drawings and submittals.
9. Continue progress evaluation, determine effects on project schedule and take appropriate action to adjust the work as required to maintain the accepted schedule.
10. Conduct pre-construction, weekly forepersons, bi-weekly project manager, monthly with Owner and Architect, and specially scheduled job meetings involving the various members of the project team; keep and distribute accurate minutes of meetings.
11. Establish, maintain, and utilize a cost control system for all construction; keep records in a form readily usable by the project team and make recommendations to the District and the Architect.
12. Maintain a daily log of all significant events, visitors, and occurrences at the job sites; maintain record drawings, photographs, submittals, and RFIs.
13. Establish and maintain a Jobsite Safety Program, comply with applicable safety requirements, and require Contractors and others to conform.
14. Review requests for payment from Contractors and Suppliers against previously established milestones and schedules and work completed.
15. Assist in establishing and maintaining good relations with the surrounding community and implement reasonable methods to control dust, noise, lighting,



odor, etc., as required by the contract specifications, in accordance with State Education Department regulations.

16. Assist Contractors to avoid and resolve jurisdictional disputes when and if they occur.
17. Prepare and maintain a current master record copy of drawings showing all changes to the contract drawings.
18. Collect and organize for delivery to the district all operating manuals, equipment lists, and maintenance manuals required by the contract documents.
19. 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.
20. Assist the District personnel in assuming operation of all systems, including scheduling of instructional sessions by the Contractor as required in contract documents.
21. Assist MACS in exercising guarantees and warranties.
22. Deliver all records, documents, and other items pertinent to the project to MACS.
23. Notify MACS and the Architect of the suspected presence of hazardous or toxic materials, incomplete work, failure of Contractors to perform work and such other occurrences or conditions as may adversely affect the project.
24. Diligently pursue all Contractor closeouts.

## ***INSURANCE***

Proposer shall take out and maintain during the life of the contract, such bodily injury liability and property damage liability insurance as shall protect him/her and the district from claims for damages for bodily injury including accidental death, as well as from claims for property damage which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them.

It shall be the responsibility of the awarded contractor/vendor to maintain such insurance in amounts sufficient to fully protect themselves and the district, but in no instance shall amounts be less than those set forth below. These amounts are specified only to establish the minimum coverage acceptable.

### Minimum Required Insurance:

#### Commercial General Liability Insurance

- a. \$1,000,000 per Occurrence/ \$2,000,000 Aggregate
- b. \$2,000,000 Products and Completed Operations
- c. \$1,000,000 Personal and Advertising Injury
- d. \$100,000 Fire Damage
- e. \$10,000 Medical Expense

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

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 effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of the work.

The construction management firm acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all legal remedies available to the district. The awarded firm is to provide the district with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the district to object to the contents of the certificate or absence of same shall not be deemed a waiver of any rights held by the district.

### ***WORKER'S COMPENSATION INSURANCE***

The proposer shall take out and maintain during the life of this contract, worker's compensation insurance and employer's liability insurance for all employees.

### ***ADDITIONAL CONDITIONS OF INSURANCE***

1. Proposer shall submit copies of any or all required insurance policies as and when requested by the district.
2. If any of the proposer's policies of insurance are canceled or not renewed during the life of the contract, immediate notice of cancellation or non-renewal shall be delivered to the district no less than ten (10) days prior to the date and time of cancellation or nonrenewal.

### ***CERTIFICATE OF INSURANCE***

The proposer shall file with the Mexico Academy & Central School District Business Office, prior to commencing work under this contract, a CERTIFICATE OF INSURANCE.

1. Certificate of Insurance shall include:
  - a. Name and address of insured
  - b. Issue date of certificate
  - c. Insurance company name
  - d. Type of coverage in effect
  - e. Policy number
  - f. Inception and expiration dates of policies included on certificate
  - g. Limits of liability for all policies included on certificate
2. Mexico Academy & Central School District (16 Fravor Road, Suite A, Mexico, NY 13114) shall be added to the comprehensive general liability policy as "additional insured on a non-contributory basis."
3. If the proposer's insurance policies should be non-renewed, canceled or expire during the life of the contract, the district shall be provided with a new certificate indicating the replacement policy information as requested above.

## ***EVALUATION CRITERIA***

Proposals are being solicited through a fair and open process. The criteria and the other requirements herein are intended to be non-restrictive for the purpose of obtaining participation of qualified professionals and uniformity in the manner of submission of proposals. CiTi/MACS shall apply the following evaluation criteria in selecting a proposer with whom to commence contract negotiations. During the evaluation process, a "shortlist" of firms will be requested to make oral presentations to answer any questions that CiTi/MACS may have. The firm's proposed project manager and project superintendents will be expected to attend the oral presentation which are tentatively scheduled for the week of September 25 to 29, 2023. If two offers are found to be substantially technically equivalent, price shall be the basis for determining the award recipient. Proposals will be evaluated by a team of representatives from MACS and CiTi.

It is the intent of MACS to select the construction management firm based on the following:

1. Experience (competence, qualifications, references, history) = 40 Points
2. Quality of Service (method/capacity, approach, oral presentation) = 30 Points
3. Pricing = 30 Points

## ***SUBMISSION REQUIREMENTS***

A respondent's submission should include two separate proposals – One (1) Technical Proposal and One (1) Cost Proposal.

### **TECHNICAL PROPOSAL FORMAT**

The Technical Proposal should include a cover or title page the references the RFP number and title (RFP24-0004 Construction Management Services); the firm's name; name, address and telephone number of a contact person; and the date of the proposal.

Information should be organized as outlined below.

#### **1. Company Profile**

This section should state the size of the firm, the type of firm, firm background, the location of the office from which the work on this project is to be performed.

#### **2. Experience**

The submission should include details of experience managing projects of similar size and complexity to the project described in this RFP. **Please include only those projects where your firm was the construction manager of record**, in which your firm's role was that of a pure Construction Manager and not a prime contractor, general contractor, architect/engineer, sub consultant, or subcontractor:

- a. List your firm's Construction Management experience with comparable addition and renovation projects. Include Owner's name; contact's name, title and phone number; a brief description; referendum amount; and completion date. Please limit experience to last ten (10) years.
- b. List your firm's current Construction Management projects including District names, referendum amounts and completion dates.

#### **3. References**

A list of references who may be contacted should be included in the submission. This list should include past and present clients where your firm was the Construction Manager of record.

#### **4. Specific Project Approach**

Please provide details regarding your pre-referendum, preconstruction and construction phase services and the approach your firm would use to achieve the owner's objectives.

#### **5. Proposed Project Staffing**

Indicate the proposed team organization and identify key personnel including the project manager and field superintendent. Please include resumes for all key staff, outlining their roles on similar projects.

### **COST PROPOSAL FORMAT**

The Cost Proposal should include a cover or title page that references the RFP number and title (RFP24-0004 Construction Management Services) and the following:

#### **1. Fee Structure**

Submit a proposed lump-sum fee structure based on the anticipated referendum amount and preliminary project schedule provided. Firms may include any additional information that will clarify their method of arriving at a fee for comparison purposes.

## ***FORMS AND SPECIFICATIONS***

The following documents must be completed, signed and included with your submittal:

- (a) Non-Collusive Bidding Certification (Appendix I)
- (b) Iran Divestment Act Certification (Appendix II)
- (c) General Acknowledgement (Appendix III)
- (d) Completed Form W-9 (Appendix IV)

## APPENDIX I: BID PROPOSAL CERTIFICATIONS

### I. General Bid or Proposal Certification

The proposer certifies that it will furnish, the prices herein quoted, the services as proposed on this bid.

### II. Non-Collusive Proposal Certification

By submission of this proposal, the proposer certifies that it 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:*

#### **Non-Collusion Bidding Certification**

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
- 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;
  - 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
  - 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.
- C. The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph A(1).
- D. 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 good sold or to be sold, where competitive bidding is required by stature, rule, regulation or local law, and where such bid contains the certification referred to in subdivision A 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.

### III. Conflict of Interest Certification

- A. Each bidder must state, by signing below, that no officer of any participating school district, or any member of any related Board of Education, including the CiTi, or the specific governing body, is, as defined within the General Municipal Law provisions relating to conflicts of interest, directly or indirectly financially involved in this bid proposal.

Company Name			
Authorized Signature		Title	
Print Name		Date	



## **APPENDIX II: IRAN DIVESTMENT ACT CERTIFICATION**

The Bidder/Contractor named below certifies compliance with The State of New York Iran Divestment Act of 2012 (Act), Chapter 1 of 2012 Laws of New York, State Finance Law subsection 165-a including the following:

1. By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.
2. Bidder/Contractor certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List.
3. Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.
4. During the term of the Contract, should the CiTi or a Component District receive information that Bidder/Contractor (as defined in the CiTi's General Conditions) is in violation of the above-referenced certifications, the CiTi will review such information and offer the Bidder/Contractor (or any assignee) an opportunity to respond. If the Bidder/Contractor (or any assignee) 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 CiTi shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.
5. The CiTi reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

If the Bidder/Contractor is unable to certify that his/her name and the name of the Bidder/Contractor does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law, a signed statement setting forth in detail why it cannot be certified will be attached to this form.

Company Name	
Authorized Signature	
Print Name	
Title	
Date	

### **APPENDIX III: GENERAL ACKNOWLEDGEMENT**

By submission of this bid proposal, the bidder further certifies that:

a) No member of CiTi or MACS, nor any officer or employee or person whose salary is payable in whole or in part from the treasuries of CiTi is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.

b) No officer or employee of CiTi of MACS, New York State Department of Education or any other governmental agency shall hold or receive any share or interest in this contract or derive any personal benefit arising there from.

c) Said Bidder has carefully examined the Instructions to Bidders, Schedules, Special Conditions, Requirements and Specifications prepared under the direction of the Board of Education, and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, all the materials, supplies, apparatus, goods, wares, merchandise, services or labor with which this bid is made.

d) Bid awards are subject to the GENERAL CONDITIONS included herewith in this Bid (next page).

Authorized Signature	
Print Name	
Title	
Company Name	
Date	

### **APPENDIX III: GENERAL CONDITIONS**

All RFPs issued by CiTi will bind awarded firms/individuals to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by MACS. NO EXCEPTIONS. CiTi and MACS are equal opportunity employers.

#### **DEFINITIONS**

“CiTi”	the Center for Instruction, Technology & Innovation, legal designation of Oswego Board of Cooperative Educational Services.
“MACS”	the Mexico Academy & Central School District.
“Notice to Bidders”	a formal statement which, when issued by CiTi, constitutes a solicitation for bids on the services described by the Specifications.
“Bid”	an offer to furnish service, which may/may not include materials, supplies, and/or equipment in accordance with the Notice to Bidders, the General Conditions, and the specifications.
“Bid Offer”	the form on which the bidder submits his/her bid.
“Bidder”	any individual, company, or corporation submitting a bid.
“Contractor”	any Vendor to whom a Contract is made by the Board of Education.
“Awarded Bidder”	any bidder to whom an award is made.
“Awarded Vendor”	any Vendor to whom an Award is made.
“Specification”	description of public work, service, materials, supplies, and/or equipment and the conditions for its purchase.

## **BIDS**

1. The date and time of RFP opening will be indicated in the NOTICE TO BIDDERS (cover page).
2. All responses must be submitted on bid offer forms and in accordance with instructions herein.
3. In the event that the CiTi Business Office is closed due to unforeseen circumstances, the bid deadline will be extended to the next business day that CiTi is open for business. The location and time of the day for the bid opening will remain the same.
4. Any changes in pricing or specifications will not be accepted after the RFP opening. If any changes to a submitted RFP are requested, then it is the respondent's sole responsibility to request in writing to CiTi that the aforementioned RFP be withdrawn and returned to said respondent at respondent's expense. This must be done within a reasonable time PRIOR to the RFP opening so as to minimize any disruptions. As such, it shall also be the responsibility of the respondent to resubmit a revised response if so chosen. However, this revised response must be received in a sealed envelope by the posted opening date and time as instructed in the Notice to Bidders.
5. The Non-Collusive Bidding Certification must be included with each bid proposal as required by General Municipal Law, section 103-d. The submission of a bid will be construed that the bidder is fully informed as to the extent and character of the supplies, materials, equipment, or service required and a representation that the bidder can furnish the supplies, materials, equipment, or service in compliance with the specifications.
6. Sales to CiTi/MACS are not affected by any fair-trade agreements. (General Business Law, Ch.39, Sec 369-a, Sub. 3, L. 1941)
7. No charge will be allowed for federal, state, or municipal sales and excise taxes since CiTi/MACS is exempt from such taxes.
8. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to CiTi, on/before the posted date. See page 3 for details.
9. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by CiTi in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.

## **AWARD AND CONTRACT**

10. An award will be made on the basis of best value as defined by RFP specifications. The award will be taking into consideration the reliability of the bidder and their conformity with the specifications, the purposes for which required. There is no minimum or maximum purchase from this RFP.

11. CiTi/MACS reserves the right to reject all proposals. Also reserved is the right to reject, for cause, any proposal in whole or in part; to waive technical defects; qualifications; irregularities; and omissions if in its judgment the best interests of MACS will be served. Also reserved is the right to reject bids and to purchase on State contract, if applicable.
12. CiTi/MACS reserves the right to reject any and all proposals not deemed in the Public's best interest. CiTi also reserves the right to reject as informal such bid proposals, as in CiTi's opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bid proposals. By an unbalanced bid proposal, it is meant one in which the amount submitted for one or more separate items is substantially out of line with current market prices for the services.
13. CiTi on behalf of MACS reserves the right to make an award within forty-five (45) days after the date of the bid opening. During this 45-day period, bids may not be withdrawn unless the bidder distinctly states in his bid that acceptance thereof must be made within a shorter specified time.
14. A contract may be canceled by CiTi and/or MACS at the awarded bidder's expense upon nonperformance of contract.
15. Cancellation of contract for any reason may result in removal of the awarded bidder's name for future proposals for an indeterminate period.
16. It is mutually understood and agreed that the awarded bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, title or interest therein, or his power to execute such contract, to any other person, company, or corporation, without the previous written consent of CiTi or MACS.
17. A signed contract resulting from the award of this RFP supersedes all prior negotiations, representations or agreements, either written or oral. Contract terms may be amended only by written instrument. All amendments and modifications must signed by both parties.

## **MUTUAL INDEMNIFICATION**

18. CiTi/MACS agrees to indemnify, defend and hold harmless the awarded bidder, its officers, agents, and employees from and against any and all loss of expense that may arise by reason of liability for damage, injury or death, or for invasion of personal property or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of its agents in connection with this Agreement. Also, the awarded bidder further covenant and agrees to indemnify, defend and hold harmless CiTi/MACS, its officers, agents, and employees from and against any and all loss of expense that may arise by reason of liability for damage, injury or death, or for invasion of personal property or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of its agents in connection with this Agreement.

## **SAVING CLAUSE**

19. The awarded bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the awarded bidder and which by the exercise of reasonable diligence he is unable to prevent.

## **EXECUTORY CLAUSE**

20. The contract shall be deemed executory only to the extent of funds appropriated and available for the purpose of the agreement, and no liability shall be incurred beyond the amount of such funds. The contract is not a general obligation of CiTi or MACS. Neither the full faith and credit nor the taxing power of CiTi or MACS is pledged to the payment of any amount due or to become due under the contract. It is understood that neither the contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of such contract. In the event no funds or insufficient funds are appropriated and budgeted by MACS in any fiscal period for payments due under the contract, the MACS will immediately notify the awarded vendor of such occurrence. The contract shall terminate upon failure to appropriate monies for the service provided pursuant to contract on the last day of period for which appropriations were received, without further liability therefore.

## **FOREIGN NATIONALS**

21. Employers are required by Federal law to verify that all employees are legally entitled to work in the United States. Accordingly, CiTi/MACS reserves the right to request legally mandated employer held documentation attesting to the same for each consultant assigned work under any contract awarded as a result of this solicitation. In accord with such laws, CiTi/MACS does not discriminate against individuals on the basis of national origin or citizenship.

## **NON-DISCRIMINATION REQUIREMENTS**

22. In accordance with Article 5 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional, nondiscrimination provisions, the bidder agrees that neither it nor its subcontractors shall be reason of race, creed, color, national origin, age, sex 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 Agreement.
23. CiTi/MACS 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 no to discriminate in such a manner. This policy of nondiscrimination 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.

## APPENDIX IV: FORM W-9, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

<b>Form W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>  ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	<b>Give Form to the requester. Do not send to the IRS.</b>
<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
<b>2</b> Business name/disregarded entity name, if different from above		
Print or type. See Specific Instructions on page 3.	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	
	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
		<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
<b>6</b> City, state, and ZIP code		
<b>7</b> List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>	<b>Employer identification number</b>
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	<b>Signature of U.S. person ▶</b>
	<b>Date ▶</b>

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>



## CiTí RFP24-0004 Construction Management Services (Mexico)

**No questions will be entertained by any other means.** All questions must be submitted by 1:00 p.m. on Thursday, September 7, 2023. Questions received after this time may not be addressed. Answers will be issued in the form of an addenda.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Telephone number \_\_\_\_\_ Email: \_\_\_\_\_

Center for Instruction, Technology & Innovation (CiTi)  
Construction Management Services (MEXICO), RFP24-0004  
Page 25

CENTER FOR INSTRUCTION, TECHNOLOGY & INNOVATION (CiTi)

BOARD OF COOPERATIVE EDUCATIONAL SERVICES

SOLE SUPERVISORY DISTRICT

OSWEGO COUNTY

**NOTICE TO BIDDERS**

The Board of Cooperative Educational Services of Oswego County, under the name Center for Instruction, Technology & Innovation, in accordance with Section 103 of Article 5-A of the General Municipal Law is seeking proposals on behalf of the MEXICO ACADEMY & CENTRAL SCHOOL DISTRICT for Construction Management Services.

Specifications, general information and bid documents for RFP24-0004 CONSTRUCTION MANAGEMENT SERVICES (MEXICO) may be obtained at the Center for Instruction, Technology & Innovations (CiTi) Purchasing Department, 179 County Route 64, Mexico, NY 13114 between the hours of 9:00 a.m. and 4:00 p.m. daily, except Saturdays, Sundays or Holidays, by calling 315-963-4253, by e-mailing [purchasing@CiTiboces.org](mailto:purchasing@CiTiboces.org) or at the website: [www.CiTiboces.org/cooperativepurchasing](http://www.CiTiboces.org/cooperativepurchasing).

Proposals must be submitted in strict adherence to the RFP specifications and conditions. Submissions will be accepted up to/until, but not later than 1:00 p.m. on September 18, 2023. Immediately thereafter a bid opening will be conducted to open all responses.

Melissa Allard

Clerk of the CiTi Board of Education

Date: August 29, 2023