



**BEDFORD CENTRAL SCHOOL DISTRICT**

**Request for Proposal**

**For**

**Strategic Long-Range Facilities Planning, Market Research, and  
Facilitation**

**RFP Number 18/19-001**

**Proposal Deadline:  
Friday, January 25, 2019  
2:00 p.m.  
District Office**

**Bedford Central School District  
James Reese, Interim Assistant Superintendent for Business  
District Office  
623 South Bedford Road  
Bedford, New York 10506**

**Legal Notice**  
**Bedford Central School District**  
**Request for Proposal**

**NOTICE IS HEREBY GIVEN THAT** sealed proposals will be received by the Bedford Central School District, Westchester County, New York, for **Strategic Long-Range Facilities Planning, Market Research, and Facilitation**, RFP Number 18/19-001.

The Bedford Central School District intends to contract with a consulting firm to conduct a research study and report to the Board of Education and Community. A copy of the RFP may be obtained by providing your company name, contact name, e-mail, address and phone number to James Reese, Interim Assistant Superintendent for Business at (914) 241-6018 or by e-mail [Jreese4638@bcsdny.org](mailto:Jreese4638@bcsdny.org).

Proposals for the above will be received at the District Administration Building, 632 South Bedford Road, Bedford, New York 10506 until **2:00 p.m.** Eastern Standard Time, on **January 25, 2019** at which time they will be publicly opened.

Proposals must be made in the manner described in the request for proposal, enclosed in a separate sealed envelope with name and address of the firm submitting the proposal, request for proposal name and RFP number, and must be delivered to the Interim Assistant Superintendent for Business on or before the hour named. The Board of Education assumes no responsibility for RFP's mailed or misdirected in delivery.

No proposal may be withdrawn for a period of ninety (90) days after the date set for the opening thereof.

The Bedford CSD Board of Education reserves the right to reject any or all proposals for any reason or no reason at all, 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 request additional information from any proposer, to re-advertise and solicit new proposals or to accept the whole or a part of a proposal if it is in the best interest of the Bedford Central School District to do so. The Bedford CSD is an Equal Opportunity Employer.

James Reese  
Interim Assistant Superintendent for Business

## **Description of the District**

The Bedford Central School District is located in Westchester County, New York and serves the towns of Bedford, Mount Kisco, Pound Ridge and parts of New Castle and North Castle. Our mission is to cultivate curiosity and a passion for learning by providing challenging educational opportunities for all students so they may achieve their full potential as productive and contributing members of society.

Approximately 3,920 students attend five (5) K-5 school buildings: Bedford Elementary School, Bedford Village Elementary School, Mount Kisco Elementary School, Pound Ridge Elementary School and West Patent Elementary School, and two (2) secondary school buildings: Fox Lane Middle School and Fox Lane High School, in addition to an alternative high school program.

The Board of Education is comprised of seven (7) members who are elected to three year terms. The 2018-19 school budget is \$135,279,405. The District is a component district of the Putnam/Northern Westchester Board of Cooperative Educational Services (BOCES). Additional information is available at the district website [www.bcsdny.org](http://www.bcsdny.org).

### **1.0 Purpose of the RFP**

The Bedford Board of Education commissioned Dr. Paul Seversky to conduct a three-part comprehensive Demographic Study, including an enrollment projection, a space and capacity analysis, and a program analysis presenting various alternatives/scenarios for the District, given the projected enrollment. This Demographic Study will be concluded and presented to the Board of Education by February 2019.

The Board and Superintendent believe it is best practice to design and adhere to a systematic and objective process and timeline to analyze, evaluate, and make decisions based on this Demographic Study in the best interest of the District and its stakeholders. The purpose of this RFP is to follow up the comprehensive three-part Demographic Study mentioned above and engage a consulting firm to lead a multi-year process of Board of Education decision making and action which will culminate in the Board of Education approval of a Long-Range Facilities Use Plan involving, but not limited to, school and/or grade-level reconfiguration and/or redistricting of geographic boundaries.

### **1.1 Eligible Providers**

Provider must be external to and independent of the Bedford Central School District. They shall have no direct or indirect relationship (e.g. financial or otherwise) with administrators, faculty, or staff within District.

Entities submitting proposals must demonstrate the understanding, experience, expertise and capital to enable them to complete this contract.

## **2.0 Procurement Process**

### **2.1 Bedford Central School District**

The Bedford Central School District is the sole point of contact from the date of release of this RFP, until the selection of the successful provider(s). The Bedford Central School District will respond only to questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted in writing to the following email address prior to Friday, January 18, 2019.

James Reese, Interim Assistant Superintendent for Business [jreese4638@bcsdny.org](mailto:jreese4638@bcsdny.org)

### **2.2 RFP Amendments and RFP Withdrawal by Provider**

The Bedford Central School District may, at any time prior to opening of the proposals, by written notification to all Proposers, change any portion of this RFP.

Before the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the Bedford Central School District, signed by the provider, and mailed to the Bedford Central School District. Faxed copies or electronic mail of notice of withdrawal or an amendment to a proposal will not be accepted. No proposal may be withdrawn for a period of 90 days following the public opening of the proposals. If Bedford Central School District issues a notification of intent to award a contract to a proposer, the successful provider agrees to hold its proposal firm and irrevocable pending execution of a contract with the Bedford Central School District even if the time since the opening of the proposals exceeds 90 days.

### **2.3 Cost of Preparing Proposals**

Costs of developing a proposal are the sole responsibility of the provider, whether or not any award results from this RFP. The Bedford Central School District will provide no reimbursement for such costs.

### **2.4 Submission and Response to Questions**

Written questions regarding the RFP may be submitted via email and must be received by the Bedford Central School District no later than 2:00 p.m. Eastern Standard Time on Friday, January 18, 2019. If the question is concerning a specific section of the RFP, the section and page must be referenced. Written clarification to the RFP, if deemed appropriate by the Bedford Central School District, will be sent by Monday, January 21, 2019 to those providers who have requested the RFP. Only written clarifications will be considered part of the RFP.

### **2.5 Content of a Response to this RFP**

To prevent opening by unauthorized individuals, proposals must be submitted in a sealed envelope clearly indicating **“RFP for Strategic Long-Range Facilities Planning, Market Research, and Facilitation – RFP No. 18-19-001.”** Proposals must be received by **2:00 p.m.**

**Eastern Standard Time, Friday, January 25, 2019.** Proposals received after the stated deadline will be returned and not reviewed. Faxed copies or e-mail generated copies of a proposal **will not** be accepted. Respondents assume the risk of any delay in the mail or in the handling of the mail by the postal service and employees of the District. Whether sent by mail or by means of personal delivery, the proposer assumes responsibility for having their proposal deposited on time at the place specified.

Proposals submitted in response to this RFP must comply with the following standards:

1. Shall be numbered consecutively from first to last, consistent with the sequence of proposal requirements specified in this RFP.
2. Shall use a font that is no smaller than 12 point.
3. Shall be printed on one side of each page of paper.
4. Shall contain one (1) unbound original and ten (10) bound copies of the proposal, shall be submitted to the Bedford Central School District:

**BY MAIL:**

**Bedford Central School District  
RFP for Strategic Long-Range Facilities Planning,  
Market Research, and Facilitation  
RFP Number 18/19-001  
P.O. Box 180  
Mount Kisco, NY 10549**

**BY HAND/COURIER:**

**Bedford Central School District  
RFP for Strategic Long-Range Facilities Planning,  
Market Research, and Facilitation  
RFP Number 18/19-001  
Fox Lane Campus, Administration Building  
632 South Bedford Road  
Bedford, New York 10506**

5. Shall contain the company name, name and title of the individual responsible for preparing/submitting the proposal, name and title of the primary contact person, mailing address, E-mail address if available, telephone number, and fax number of the agent with authority to officially respond to questions concerning the proposals must be stated.
6. Shall contain all information necessary to evaluate the proposal. Proposals shall not contain promotional or display materials. Proposals shall address, at a minimum, the following technical requirements.

**NOTE: Responses shall be numbered to correspond with the requirements listed in section 2.5.1.**

**2.5.1 Qualification Criteria/Proposal Submittals**

## **A. Cover Letter**

The Cover Letter should include a brief general statement of interest, availability, and commitment to perform services, qualifications for selection and signature of an authorized officer of the firm having legal authority.

## **B. Table of Contents**

The Table of Contents shall list the contents of the submission in a format consistent with the RFP requirements stated herein.

## **C. Company Overview/Experience**

1. The official name of your company.
2. The contact information for the individual(s) who will serve as the primary contact for the District.
3. An overview of the company detailing the number and discipline breakdown of staff and history of the company including an organization chart.
4. Detail how many years your firm has been regularly engaged in the business of providing long-range facilities planning, market research and facilitation services for public entities in New York.
5. Demonstrate significant experience and identify at least (3) similar projects within the last five (5) years in the State of New York for public school districts of similar size, configuration and demographic as that of the Bedford Central School District.
6. The consulting firm should have expertise or access to resources and expertise related to effective and efficient models of serving school districts with significant English Language Learner populations.
7. Other relevant support of organizational capacity. Provide evidence that personnel supervising and providing the services have the necessary experience and knowledge needed. Detailed resumes of the specific individuals who will be planning and performing the services shall be provided.

## **3.0 Scope of Services**

### **3.1 Plan of Action, Implementation, Long-Range Facilities Use Plan**

**The Board of Education is seeking a comprehensive written plan of action by February-March 2019, which shall include, but not be limited to:**

- A systematic situation analysis and decision analysis facilitation approach.
- Community market research using multiple methods, including a strong component of direct engagement with, and input from, community stakeholders.
- A presentation to the Board of Education and community outlining the proposed plan of action and process.
- An opportunity for Board of Education feedback on the plan of action and process.

- Refinement of the plan of action, as needed, prior to Board of Education approval of the plan of action.

### **Implementation of the Plan of Action:**

- We expect that the consulting firm will work on executing its plan of action from approximately March 2019 - March 2020.
- By approximately March 2020, the consulting firm shall present, during a public Board of Education Meeting, a final Long-Range Facilities Use Plan based on the three-prong Demographic Study previously mentioned and the year-long process described herein.
- The consulting firm shall assist the Board of Education and Superintendent to ensure the broader school community and the public is educated about the process and resulting Long-Range Facilities Use Plan, including but not limited to conducting community information sessions throughout the process.
- The Bedford CSD Board of Education will take action on the approval of the Final Long-Range Facilities Use Plan in June 2020.

### **Implementation of the Long-Range Facilities Use Plan:**

- Once the final Long-Range Facilities Use Plan is approved by the Board of Education in June 2020, the consulting firm shall work with the Board of Education and Superintendent throughout the implementation phase of the plan, including, but not limited to, consulting, communications and public relations, public presentations and additional analysis.

The scope of work may span the period of time from February 2019 through approximately the 2022-23 school year.

### **3.2 Deliverables**

- A comprehensive written **plan of action** by February-March 2019, which shall include a systematic situation analysis and decision analysis facilitation approach.
- The written plan of action should include a detailed timeline of the stages of facilitating discussion, community engagement and development of a Long-Range Facilities Use Plan with regard to the Demographic Study that was undertaken by the District.
- A Final **Long-Range Facilities Use Plan** by March 2020. Twenty (20) bound copies of the Plan shall be provided, as well as an electronic copy (in a format to be determined by the District).

### **3.3 Written Plan/Presentations**

- The consulting firm shall submit a written plan of action to the Board of Education for review and analysis.

- The Board of Education shall discuss the plan and provide feedback and commentary.
- The consulting firm shall revise the plan for final Board of Education approval.
- The consulting firm shall provide periodic updates to the Board of Education and Community as required.
- The consulting firm, administration and Board of Education shall present during a Board of Education meeting in approximately March 2020 the Final Strategic Long-Range Facilities Use Plan.

### **3.4 General Timeline and Process**

- December 2018 – February 2019 – The Board of Education and Administration issues a RFP, evaluates responses, and interviews, selects, & appoints a consulting firm.
- February – March 2019 – The consulting firm submits a written plan of action, including a plan for community engagement, to the Board of Education for review and analysis.
- March - April 2019 – The consulting firm begins execution of the plan.
- February 2020 – The final long-range facilities use plan is presented to the community at a Board of Education meeting.
- March - May 2020 – Conduct Community Education Sessions on the plan prior to Board of Education approval.
- June 2020 – The Board of Education takes action on the approval of the Final Long-Range Facilities Use Plan.
- July 2020 – June 2022, as needed, Plan implementation.

### **4.0 Proposed Financial Plan and Budget**

- A. The District shall not be bound to any minimum dollar expenditure for this contract.
- B. All requirements are subject to the annual appropriation of funds as evidenced by an approved District purchase order.
- C. The district reserves the right to negotiate proposed costs based on established timelines, funding guidelines and requirements.
- D. All proposed costs for implementing the services shall be all inclusive (i.e., salaries, travel, materials, program developed by the contractor) unless otherwise specified in the proposal.
- E. Each provider shall include all costs associated with the contract within its proposal. Failure to do so will not negate the provider's responsibilities under an approved award of this contract nor shall the District be obligated for payment of additional costs not identified within respondent's proposal.



## **5.0 Compliance with Applicable Laws and RFP Terms**

The District requires a statement of the provider's compliance with all applicable federal, state and local laws, rules and regulations. The provider's must also include a statement demonstrating compliance with the terms of this RFP.

## **6.0 Acceptances of Terms and Conditions**

Submittal of a proposal will constitute acceptance of the terms, conditions, criteria and requirements set forth in the RFP and operates as a waiver of any and all objections to the contents of the RFP.

## **7.0 Reference Checks**

Reference checks will be made to verify information contained in the proposals and to ascertain the quality of the work of potential provider.

## **8.0 Certification of Independence and No Conflict of Interest**

By submission of a proposal, the provider certifies (and in the case of a joint proposal, each party thereto certifies) that:

1. The proposal has been developed independently without consultation, communication or agreement with any employee or provider of the Bedford Central School District who has worked on the development of this RFP, or with any person serving as an evaluator of the proposals in response to this RFP.
2. The proposal has been developed independently without consultation, communication, or agreement with any other provider or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information in this proposal will not knowingly be disclosed prior to the award of the contract, directly or indirectly, to any other provider or to any competitor.
4. No attempt has been made by the provider to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;
5. No relationship exists or will exist during the contract period between the potential provider and the Bedford Central School District that interferes with fair competition or is a conflict of interest.
6. No relationship exists between the potential provider and another person or company that constitutes a conflict of interest with respect to the Bedford Central School District.
7. The provider has no professional or competitive bias which might influence the evaluation of the conduct of this consulting assignment;

8. The provider has neither interviewed nor hired any person who has worked on the design of this RFP or who will be involved in the design of this RFP or who will be involved in the evaluation or selection process.
9. The provider:
  - a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with the Bedford Central School District or the State of New York;
  - b. Has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
  - c. Has not, within a three-year period preceding this proposal, had one or more public transactions (Federal, state, or local) terminated for cause or default.

## **9.0 Acceptance of Proposals**

All proposals submitted in accordance with the requirement of this RFP will be accepted by the Bedford Central School District. However, the Bedford Central School District reserves the right to request clarifications or corrections to the proposals, to reject any or all proposals received, to cancel this RFP, 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 new proposals or to accept the whole or a part of a proposal if it is in the best interests of the Bedford Central School District to do so.

Informalities, technical defects, irregularities and/or omissions shall be determined in the sole discretion of the Bedford Central School District. In the event the Bedford Central School District waives one or more informalities, technical defects, irregularities and/or omissions, such waiver will not modify the RFP requirements or excuse the provider from full compliance with RFP specifications or other contract requirements if the provider is awarded the contract.

## **10.0 Disposition of Proposals**

All proposals become the property of the Bedford Central School District. The successful proposal will be incorporated into the resulting contract and will be a public record. All proposals submitted will become public documents following the notice to award. At the time proposals are submitted, providers may identify, by specific page, proprietary portions of the proposal, which, if released, would render unfair competitive advantage. However, identification of entire proposals as proprietary will be deemed non-responsive and will disqualify the provider.

## **11.0 Evaluation of Proposals Submitted**

All proposals meeting the submission requirements set forth by the Bedford Central School District will be reviewed to ensure completeness and eligibility of the provider. INCOMPLETE

PROPOSALS OR PROPOSALS WHICH DO NOT COMPLY WITH THE RULES ESTABLISHED IN THIS RFP MAY BE DISALLOWED WITHOUT FURTHER REVIEW.

Those applications which are in compliance will be evaluated on criteria, which includes, but is not necessarily limited to:

- A. company background/experience,
- B. project abstract,
- C. organizational capacity,
- D. proposed financial plan and budget,
- E. ability to meet the district goals by providing desired system/service

The response to this request, together with the provider's qualifications, plans, related cost data, and supporting documentation will be used by the district to make the final selection.

### **12.0 Award Notice**

The Bedford Central School District will decide whether or not to award a contract(s) for this RFP. If it decides to award a contract, it will determine the provider(s) to whom the contract(s) will be offered. A notice of intent to award the contract will be sent by mail to the provider. The decision of the Bedford Central School District is final.

After final provider selection and contract negotiations, contracts will be mailed to provider for signature.

An oral presentation to the Bedford Central School District and/or the Administration may be requested. If an oral presentation is requested, each provider may clarify or elaborate on its proposal, but may in no way change its original proposal submission. The proposer should be prepared to answer detailed questions regarding their proposals at the presentation. Each provider bears any and all costs of preparing and conducting the presentation. The Bedford Central School District will not pay any costs associated with the presentation.

The final decision will be based on Bedford Central School District review of the submitted proposals.

### **13.0 Review of Award Decision**

Providers may request review of the award decision by filing a written appeal to:

**James Reese, Interim Assistant Superintendent for Business  
Bedford Central School District  
P.O. Box 180  
Mount Kisco, NY 10549**

The appeal must be filed within five (5) working days of the date of the Award Notice. The request to review the award decision must be in writing and must clearly and fully identify all issues being contested. The Bedford Central School District's Interim Assistant Superintendent

for Business will review the request to review the award decision and issue a written decision within ten (10) days of the receipt of the request.

## **14.0 Contractual Terms and Conditions**

The Bedford Central School District intends that the following contractual terms will be included in the contract between the Bedford Central School District and the successful provider, along with other such terms as may be negotiated by the parties.

### **14.1 Default and Termination**

#### **14.1.1 Termination for Cause**

- A. The occurrence of any one or more of the following events shall constitute cause for the Bedford Central School District to declare the successful provider in default of its obligations under this contract:
  1. Failure to observe any condition or perform any obligation created by the contract; or
  2. Failure of the successful provider's work product and services to conform to any specifications noted herein, or in the RFP, if incorporated by reference.
  
- B. Notice of Default by the Bedford Central School District: If there is a default event caused by the successful provider, the Bedford Central School District shall provide written notice to the successful provider requesting that the breach or noncompliance be remedied immediately. If the breach or noncompliance continues to be evidenced 14 days beyond the date of the written notice, the Bedford Central School District may do one or more of the following:
  1. Immediately terminate the contract without additional written notice; or,
  2. Enforce the terms and conditions of the contract and seek any legal or equitable remedies.
  3. In addition to either of the above, the Bedford Central School District may seek damages and payment of reasonable attorney fees and costs as a result of the successful provider's breach or failure to comply with the terms of this contract.

#### **14.1.2 Termination Upon Notice**

Either party may terminate this contract for any reason, without penalty or incurring of further obligation, upon 60 days written notice.

#### **14.1.3 Immediate Termination by the District**

- A. The following will be cause for immediate termination of the contract upon written notice by the Bedford Central School District:

1. The Bedford Central School District determines that the actions, or failure to act, of the successful provider, its agents or employees have caused, or reasonably could cause, an individual or individual's life, health or safety to be jeopardized;
2. The successful provider fails to comply with confidentiality laws or provisions;
3. Any negligent or intentional acts or omissions of the successful provider, its officers, owners, employees, agents or board members or any other person in connection with the goods or services provided under this contract;
4. Claims for infringement of patents, trademarks, trade secrets, or copyrights, or other intellectual property arising under this contract;
5. Any failure of the successful provider to comply with all local, state, and Federal laws and regulations; or
6. Any failure of the successful provider to make all reports and any payments required to conduct business in the State of New York, including but not limited to, Federal and state withholding; taxes; and other fees or costs required of the successful provider.

#### **14.1.4 Not a Joint Venture**

Nothing in this contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. The successful provider shall be an independent contractor of the Bedford Central School District.

#### **14.1.5 Assignment and Delegation**

This contract may not be assigned, transferred, or conveyed in whole or in part without the prior written consent of the other party. For purposes of construing this clause, a transfer of a controlling interest in the successful provider shall be considered an assignment.

#### **14.1.6 Solicitation**

The successful provider warrants that no person or selling agency has been employed or retained to solicit and secure this contract upon an agreement or understanding for commission, percentage, brokerage or contingency accepting bona fide employees or selling agents maintained for the purpose of securing business.

#### **14.1.7 Amendments**

This contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this contract must be fully executed by both parties.

#### **14.1.8 Additional Provisions**

The parties agree that if an addendum, attachment, or exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

#### 14.1.9 **Product Ownership**

All data collected and utilized in the study and report shall be the property of Bedford Central School District and the provided to Bedford Central School District in a format usable by the district.

#### 14.1.10 **Confidentiality**

Information of the Bedford Central School District that identifies individuals is confidential. The successful provider and its employees or agents shall be allowed to access such information only as needed for performance of their duties related to the contract. The successful provider shall not use confidential information for any purpose other than carrying out successful provider's obligations under this contract. The successful provider shall establish and enforce policies and procedures for safeguarding the confidentiality of such data. The successful provider may be held civilly or criminally liable for improper disclosure. The successful provider shall promptly notify the Bedford Central School District of any request for disclosure of confidential information received by the successful provider.

#### 14.1.11 **Records Retention and Access**

The successful provider shall maintain any and all books, records, and documents that sufficiently and properly document and explain all amounts billed to the Bedford Central School District, on behalf of its participating employees, throughout the term of this contract for a period which, at a minimum, conforms to the federal and/or New York State requirements for the retention of such records.

#### 14.1.12 **Replacement of Successful Provider Entity's Staff**

The District shall approve the individuals assigned to the project by the successful proposer as well as any changes the successful proposer seeks to make to the individuals assigned to the project. In the event an individual assigned by the successful proposer is unacceptable to the District, the successful proposer shall immediately replace said individual with an individual acceptable to the District.

#### 14.1.13 **Supersedes Former Contracts or Agreements**

This contract constitutes the entire understanding and agreement between the parties and any and all prior agreements, commitments, understandings and for services and products provided in connection with this contract is merged herein and is of no further force and effect.

#### 14.1.14 **Waiver**

Except as may be specifically provided in a waiver signed by duly authorized representatives of the Bedford Central School District and the successful provider, failure by either party at any time to require performance by the other party or to claim a breach of any provision of

the contract shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

#### **14.1.15 Obligations Beyond Contract Term**

This contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this contract.

#### **14.1.16 Utilization of Minority and Small Business Enterprises**

The Bedford Central School District encourages the use of minority and small business enterprises in the performance of contracts. In implementing this contract, the successful provider agrees to use its best efforts to carry out all activities associated with this RFP to the fullest extent consistent with the efficient performance of the contract.

#### **14.1.17 Equal Employment Practices**

The successful provider shall comply with all provisions of Federal, state, and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, creed, sex, age, or national original and mental or physical disability. Further, the successful provider must comply with all provisions and applicable conditions of Title II of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967, as amended; the Equal Pay Act of 1963; the Rehabilitation Act of 1973, as amended; the American Disabilities Act of 1990; the Civil Rights Act of 1991; the New York State Labor Laws, New York State Executive Law (including but not limited to Article 15 thereof) and, if applicable, all provisions of Executive Order #11246.

#### **14.1.18 Subcontracts**

The Board of Education of Bedford Central School District will recognize only the successful responder for the proper execution of the entire work under the contract. No subcontractor will be allowed to perform any work without the express written permission of the Board of Education of Bedford Central School District.

#### **14.1.19 Insurance**

The provider, at its expense, shall procure and shall maintain the following insurance:

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the professional safety consultant (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, NY 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
2. The policy naming the District as an additional insured shall:

- a. Be an insurance policy from an A.M. Best rated "secure" insurer, licensed in New York State. The District, at its sole discretion, may accept an insurer otherwise authorized to provide insurance in New York State.
  - b. State that the Consultant's coverage shall be primary and noncontributory coverage for the District, its Board, employees and volunteers.
3. a. The District shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with the District. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance. The decision to accept an alternative endorsement rests solely with the District.
  - b. If so requested, the Consultant will provide copies of the required policies.
4. The Consultant agrees to indemnify the District for any applicable deductibles or self-insured retentions.

5. Required Insurance:

- a. **Commercial General Liability Insurance**  
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
- b. **Workers' Compensation and N.Y.S. Disability**  
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
- c. **Professional Errors and Omissions Insurance**  
\$2,000,000 per occurrence/ \$2,000,000 aggregate for the consulting services being performed, directly or through sub-consultants, by 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.
- d. **Excess Insurance**  
On a "Follow-Form" basis, with limits of \$3,000,000 each occurrence and aggregate. It is the intent of the District to have the Consultant's Excess Insurance also apply over the professional liability insurance.

6. 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.
7. 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 NYSIR, as the District's insurer.



**BEDFORD CENTRAL SCHOOL DISTRICT**

**REQUEST FOR PROPOSAL 18/19-001**

**STRATEGIC LONG-RANGE FACILITIES PLANNING, MARKET  
RESEARCH, AND FACILITATION**

**Request for Proposal REQUIREMENTS:**

1. Each proposer shall return one (1) original copy marked “Original” and ten (10) additional copies marked “Copy” of its entire proposal.

2. Each RFP response must contain the following:

Attachment A – Consulting Firm Information

Attachment B – References

Attachment C – Proposal Certification & Non-Collusive

Attachment D – Hold Harmless Agreement

Attachment E – Certification – Iran Divestment Act of 2012

Attachment F – Proposers Certification – this form must be notarized

Attachment G – Proposal Form

**BEDFORD CENTRAL SCHOOL DISTRICT**

**REQUEST FOR PROPOSAL 18/19-001  
STRATEGIC LONG-RANGE FACILITIES PLANNING, MARKET  
RESEARCH, AND FACILITATION**

**Attachment A – CONSULTING FIRM INFORMATION**

Consulting Firm Name \_\_\_\_\_

Name of person submitting proposal \_\_\_\_\_

Title \_\_\_\_\_

Name of primary contact person \_\_\_\_\_

Mailing address \_\_\_\_\_

City/State Zip Code \_\_\_\_\_

E-mail address \_\_\_\_\_

Telephone number \_\_\_\_\_

Fax number \_\_\_\_\_

**BEDFORD CENTRAL SCHOOL DISTRICT**

**REQUEST FOR PROPOSAL 18/19-001  
STRATEGIC LONG-RANGE FACILITIES PLANNING, MARKET  
RESEARCH, AND FACILITATION**

**Attachment B – REFERENCES**

MUST BE PROVIDED FOR PROPOSAL TO BE CONSIDERED

References must be from companies in which you have provided same type of service.

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail address \_\_\_\_\_  
Dates of Contract(s): \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail \_\_\_\_\_  
Dates of Contract(s): \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail \_\_\_\_\_  
Dates of Contract(s): \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_  
E-mail \_\_\_\_\_  
Dates of Contract(s): \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail \_\_\_\_\_  
Dates of Contract(s): \_\_\_\_\_

Vendor Name: \_\_\_\_\_

**BEDFORD CENTRAL SCHOOL DISTRICT**

**REQUEST FOR PROPOSAL 18/19-001  
STRATEGIC LONG-RANGE FACILITIES PLANNING, MARKET  
RESEARCH, AND FACILITATION**

**Attachment C - PROPOSAL CERTIFICATION/NON-COLLUSIVE**

**Consulting Firm Name** \_\_\_\_\_

**Contact Person** \_\_\_\_\_

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

**Telephone number** \_\_\_\_\_

**Date of Proposal** \_\_\_\_\_

**I. General Certification**

The Proposer certifies that he/she/it will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed on this RFP.

**II. Non-Collusive Certification**

The following statement is made pursuant to Section 103-d of the General Municipal Law, as amended by Chapter 675 of the Laws of 1966, and Section 139-D of the State Finance Law, as amended by Chapter 675 of the Laws of 1966, and Section 2604 of the Public Authorities Law, as amended by Chapter 675 of the Laws of 1966.

By submission of this proposal, the Proposer certifies that he/she/it is complying with Section 103-D of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the State: 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 subscribed by the Proposer and affirmed by such Proposer as true under the penalties of perjury.

**Non-Collusive Certification.**

- (A) 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 its knowledge and belief:
1. The prices 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 prices with any other proposer or with any competitor.
  2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other Proposer or to any competitor; and
  3. 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.
- (B) A proposal 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 proposer cannot make the foregoing certification, the proposer shall so state and furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (A), (1), (2) and (3) above have not been complied with the proposal shall not be considered for award not 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 proposal is made, or not made for the purpose of restricting competition.

The fact that a proposer (a) had 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 proposed, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

Any proposal hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporation for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such proposal contains the certification referred to in subdivision one of the section, shall be deemed to have

been authorized by the board of directors of the proposer, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

**III. Gratuities**

The Proposer certifies that he/she has not offered or given any gratuity to any official, employee or agent of the Bedford Central School District, New York State , for securing favorable treatment with respect to the award or amendment of this agreement, or the making of any determinations with respect to the performance of this agreement.

**The Proposer affirms the above statement as true under the penalties of perjury.**

Signature of Proposer  
(Signature of Proposer or authorized representative of a corporation)

Name (printed) \_\_\_\_\_

Title \_\_\_\_\_

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

Date

State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public



**BEDFORD CENTRAL SCHOOL DISTRICT**  
**REQUEST FOR PROPOSAL 18/19-001**  
**STRATEGIC LONG-RANGE FACILITIES PLANNING, MARKET**  
**RESEARCH, AND FACILITATION**

**Attachment – D HOLD HARMLESS AGREEMENT**

The undersigned hereby agrees to defend, indemnify, and save harmless the Bedford Central School District from and against any and all liability, loss, damages, claims for bodily injury and/or property damages, cost and expense, including counsel fees, to the extent permissible by law, that may occur or that may be alleged to have occurred in the course of the performance of this agreement by the undersigned, whether such claims shall be made by an employee of the undersigned or by a third party. The undersigned covenants and agrees that he 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 undersigned shall at this own expense satisfy and discharge the same.

Representative \_\_\_\_\_

Signature

Title \_\_\_\_\_

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

Date

State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

**BEDFORD CENTRAL SCHOOL DISTRICT**  
**REQUEST FOR PROPOSAL 18/19-001**  
**STRATEGIC LONG-RANGE FACILITIES PLANNING, MARKET**  
**RESEARCH, AND FACILITATION**

**Attachment – E CERTIFICATION - IRAN DIVESTMENT ACT OF 2012**

(This form must be signed and notarized – Submit with bid/proposal)

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added new provisions to the State Finance Law (SFL), §165-a and General Municipal Law (GML) §103-g effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b) and GML §103-g, the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Proposer is advised that once the list is posted on the OGS website, any Proposer seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

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

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

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

State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

**BEDFORD CENTRAL SCHOOL DISTRICT**  
**REQUEST FOR PROPOSAL 18/19-001**  
**STRATEGIC LONG-RANGE FACILITIES PLANNING, MARKET**  
**RESEARCH, AND FACILITATION**

**Attachment – F PROPOSER’S CERTIFICATION**

The below signed proposer affirms the following as true under penalties of perjury:

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

Consulting Firm/Consultant Name \_\_\_\_\_

By: \_\_\_\_\_  
Signature Title Date

State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

**BEDFORD CENTRAL SCHOOL DISTRICT**  
**REQUEST FOR PROPOSAL 18/19-001**  
**STRATEGIC LONG-RANGE FACILITIES PLANNING, MARKET**  
**RESEARCH, AND FACILITATION**

**Attachment – G PROPOSAL FORM - FEE PROPOSAL**

**All proposals below must be completed for the RFP to be considered**

Consulting Firm/Consultant Name: \_\_\_\_\_

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

Telephone \_\_\_\_\_ E-mail address \_\_\_\_\_

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

Fee Proposal

Year 1 - Written plan of action and execution of plan including final report – approximate dates February 2019-February 2020	
--	--

Year 2- Community Education Sessions – approximate dates March – May 2020	
Additional fee to assist in the implementation phase of the plan– approximate dates June 2020 – June 2022 on an as needed basis	

The provider by signing this proposal form, acknowledges that he/she/it understand and is able to render the scope of activity and services outlines in the proposal; and certifies that all information provided and statements made in the proposal are true and correct.

Preliminary Report/Draft and findings shall be shared with the District Administration 90 days from the Board of Education award date.

Name \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip Code \_\_\_\_\_

Federal Tax ID Number \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

E-mail address \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

Agent’s Signature \_\_\_\_\_ Date \_\_\_\_\_