



REQUEST FOR PROPOSAL  
ENHANCED CLERK SERVICES

Introduction and Instructions for Firms Submitting Proposals

The Naples Central School District is seeking Enhanced Clerk Services for their upcoming Capital Improvements Project. For proposal purposes, assume the referendum value is \$14.5 million dollars and construction cost value are \$11.5 million dollars (includes contingency).

1. Procurement Goals

The procurement goal is to select a firm who will provide the best overall value to the District. Price will not be the primary only consideration in the selection process. The successful firm must demonstrate their understanding of the scopes of work, ability to monitor compliance/performance and ability to coordinate activities of the Project participants.

2. Proposal Process

Number of copies required to be submitted: (3)

Presentation Format – Please see instructions for presentation format outlined later in this RFP.

Proposal Timetable:	RFP Issue Date	03/30/2021
	Proposal Due Date	04/13/2021
	Interviews	04/20/2021
	Vendor Selection	04/28/2021
	Contract Procedures Initiated Immediately after selection	

Contact Information:

All questions concerning this Request for Proposal should be directed via email no later than Noon on April 8, 2021 to Mr. Chad Hunt, Director of Facilities and Operations at [chunt@naplescsd.org](mailto:chunt@naplescsd.org). To maintain consistency in information provided to the various proposing firms, no other District representative should be contacted, and any information received from other sources will not be considered official. An email response to all questions will be provided to potential firms no later than Noon Eastern Standard Time on Friday, April 9, 2021.

Delivery of Proposals:

Naples Central High School, 136 North Main Street, Naples NY 14512 Attn: Chad Hunt

Due Date:

Proposals must be received at the above address no later than April 13, 2021 at 1:00 p.m. Eastern Standard Time. Proposals received after this deadline will be returned unopened.

### 3. Project Summary and Schedule

The Project Work is expected to include:

- Major renovation to high school auditorium space
- Interior keyless access in elementary school including door hardware upgrade.
- Interior keyless access in high school
- Athletic field upgrades including redesigning and redressing fields, scoreboards, fencing, and dugouts.
- Full classroom renovations in elementary school including window replacement (approximately 20-22 rooms)
- Elementary school gymnasium upgrades including bleachers, wall pads, paint, backboards.
- Emergency generator at elementary school
- Replace a section of roof on high school.
- Upgrade to existing playground

The Proposed Project schedule is as follows:

Pre-Referendum Phase May 1 to December 7, 2021

Design Phase December 8, 2021 to August 2022

SED Submission August 2022.

Bidding Phase March 2023.

Construction Phase begins May 2023.

Closeout Phase begins December 2024.

### **Required Services**

#### **(Refer to attached contract for specifics)**

The following specifies the minimum services desired by the District and the minimum information that must be provided by the prospective service provider. These are, and should be always considered, as minimum requirements. It is expected that each firm responding to this request for proposal will delineate in their proposal their specific services as well as the means or processes for delivery of those services. Unless specifically excluded in clearly highlighted language, it will be assumed that all minimum requirements are included in the proposal and the successful firm will be held to each minimum requirement whether or not the requirement was specifically delineated in their proposal.

For this project, the following (minimum) services shall be required:

1. Beginning in the pre-referendum phase and continuing through the design and bidding phases:
  1. Develop a thorough familiarity with the purpose of the facility to be constructed with the Owner's requirements, with the design and with the contract documents.
  2. Develop a thorough understanding of the project budget.
  3. Maintain continuous communication with the Owner and Architect.
  4. Review public pre-referendum documents for accuracy, viability, and reasonability of cost estimates in conjunction with the architectural firm.

5. Prepare a separate detailed project estimate and identify all categories of cost based upon the design proposal of the Architectural firm.
6. Review and make recommendations regarding SED submission documents as they are developed for accuracy, phasing, and constructability.
7. Prior to SED submission: Provide a full written constructability report and review that would confirm drawing accuracy, identify missing details, potential problems that could cause time delays, potential liability issues, physical limitations to the work site, physical limitations of construction equipment, seasonal influence on the proposed schedule, and coordination of documents among various disciplines.
8. Identify and investigate contractors and suppliers interested in bidding the work. Review plans with them and promote their interest in the project.
9. Assist the architect in the organization and operation of pre-bid conferences prior to the receipt of bids. Assure that all bid documents are clear, and all questions are answered.
10. Review contract bids upon receipt and in conjunction with the architect, make recommendations to the Owner.

2. Beginning with the construction phase:

1. Provide and maintain a full time, on-site presence when construction commences.
2. Organize and direct a preconstruction meeting with the contractors, architect, and Owner. Review project organization, lines of authority, and project procedures.
3. Schedule and direct all project meetings and provide, within five business days of the meeting, a meeting summary document (minutes) to the owner, architect, and prime contractors.
4. Ensure all necessary permits are secured and that code and regulatory requirements are being met.
5. Review and make recommendations regarding each of the prime contractor's proposed work schedule to ensure it meets the goals of the district and is in keeping with approved contracts.
6. Continually observe the quality and progress of construction to determine, in general, that it is proceeding in accordance with the contract documents and schedule. Assist the prime contractors in understanding the intent of the contract documents.
7. Maintain records at the construction site in an orderly manner as directed by the Owner. Include copies of all correspondence concerning the project, contract documents, construction schedule, change orders, test results, permits, inspection reports, insurance policies, minutes or summaries of meetings, shop drawings, invoices, and lien releases.
8. Provide electronic access to Owner of shared document database.
9. Maintain a log of all daily activities (including daily progress, weather conditions, visitors, inspector(s), sub-contractors on site, nature and location of work performed)
10. Meet, verify identification of, and accompany any inspectors from local, state, or federal agencies having jurisdiction over the project. Immediately log the results of such inspections to the Owner, Contractors, and the Architect. Monitor any corrective actions.

11. Review and make recommendations on field reports from Architects and Engineers. Monitor and log corrective actions.
12. Observe all materials delivered to the site and used by the sub-contractors to ensure that materials used are those specified or are owner and architect approved substitutes and that materials are in good condition and free of defects. Log and report problems immediately to the Owner, architect, and contractors.
13. Monitor the proper storage of materials, including any off-site storage. Report problems to the prime contractors. Notify the Owner if any materials should be replaced due to improper storage. Document with photographs.
14. Immediately notify the contractors of any unsafe conditions. Log and notify the Owner and architect of the unsafe conditions and corrective measures taken. Document with photographs.
15. Immediately notify the Owner, contractors, and the architect of any work, which, in your opinion, is substandard or otherwise not in accordance with the contract documents. Document with photographs, measurements, etc.
16. Immediately notify the Owner, contractors, and the architect of any conditions, which may lead to any delays in construction.
17. Carefully coordinate and monitor any occupation of the facility by the Owner prior to final completion of work. Photograph, log, and report any conditions which may lead to claims for damage. The Clerk shall not have the obligation to authorize the Owner to occupy the Project in whole or in part.
18. Administer requests for information (RFI), request for proposals (RFP), and change order requests (COR). Provide additional supporting documentation to the A/E Consultant to facilitate a timely response to RFI's. Provide recommendations for approval of RFP's and change order requests.
19. Evaluate, log, and make recommendations on requests for pricing for change orders weekly, with Owner unless an extended/modified timeframe is agreed upon with the Owner.
20. Maintain files of approved and disapproved change orders for review by Owner.
21. Coordinate scheduling of and observe tests as required by the contract documents.
22. Receive and review pay applications from the prime contractors. Make recommendations to the Owner concerning payment within three days of receipt from the contractor. Verify that applicable payroll reports are attached and legitimate to Department of Labor specifications.

**3. Closeout and Final Submission:**

1. Manage the development of construction deficiency lists (punch lists). Be physically present to monitor the completion of the deficiencies and inform the Owner and architect of the status in writing on a weekly basis. Produce a detailed written schedule of close-out activities.
2. Coordinate with the commissioning agent and participate in final inspections and start-ups.
3. Receive, review, and approve/sign off on technical manuals, operations manuals, manufacturer's instructions, and similar documents for transfer to the Owner's staff.
4. Receive and inventory keys, special tools, filters, spare parts and similar items for transfer to the Owner's staff.

5. Coordinate training of the Owner's staff on equipment operations and maintenance as required by the contract documents.
6. Receive, review, and approve as-built drawings and operations and maintenance manuals for transfer to the Owner.
7. Participate in the completion of substantial completion and other state project closeout documents.

#### Present Monthly Reports

In addition to reports indicated above, Present to the Owner, a general monthly report on schedule status, problems, decisions required, and a general overview of the project status.

#### Insurance Requirements

### **ENHANCED CLERK'S INSURANCE COVERAGE AND CERTIFICATES**

#### **GENERAL PROVISIONS**

1. The Enhanced Clerk shall provide current Certificates of Insurance and accompanying documents as described herein for the Owner's approval prior to Owner's signing of contract(s).
2. "Certificate Holder" shall be **Naples Central School District** at the address of **136 North Main Street, Naples, New York 14512.**
3. Coverage must comply with all specifications set forth herein.
4. All insurance documents must be executed with authorized signatures.
5. The Enhanced Clerk's required liability policies must be endorsed to provide that any Notice of Cancellation or Notice of Non-Renewal given to the First Named Insured shall also be given to the Additional Insureds for this project. **A copy of such endorsement(s) must be furnished to the Certificate Holder.**
6. Failure of the Owner to object to the Enhanced Clerk's failure to furnish a Certificate or other evidence of the required insurance coverages, object to any defect in such Certificate or other evidence of coverage, or demand receipt of such Certificate or other evidence of coverage shall not be deemed a waiver of Enhanced Clerk's obligation to furnish the required insurance coverages described herein. Nothing contained herein imposes on the Owner a duty or obligation to review any evidence of insurance coverages or issue any formal approval or acceptance of such evidence.

7. The Enhanced Clerk's liability and indemnification of the Owner shall not be relieved or diminished by the Enhanced Clerk securing insurance coverage in accordance with the Owner's requirements. Any approval by the Owner of such insurance coverage shall not be construed as accepting in any way the deficiencies in the Enhanced Clerk's insurance coverage.
8. In addition to Certificates of Insurance and other documents, the Enhanced Clerk shall provide to the Owner and other Certificate Holders, on a timely basis, copies of any subsequently issued endorsement(s) that amend applicable coverages or limits.
9. Coverage as required herein shall contain a provision that coverage will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. The Enhanced Clerk shall supply the Owner with Certificates of Insurance and accompanying documents evidencing continuation of coverage in the same manner, limits of protection and scope as provided by the previous policy.
10. The Enhanced Clerk will assure that any and all subcontractors retained by the Enhanced Clerk carry and maintain insurance with reasonably prudent limits and coverage satisfactory to the Owner in light of the work to be performed, written by companies meeting the same criteria as required herein, and that the Owner is named additional insured on the subcontractor's liability policies according to the same requirements as described herein.
11. The Enhanced Clerk shall disclose to the Owner any deductible or self-insured retentions applicable to any of the coverages required herein of the Enhanced Clerk.
12. The Enhanced Clerk's liability coverage must not contain any exclusions or restriction of coverage for claims involving New York Labor Law, Employer's Liability, and third party over actions, or equivalent.
13. If the Enhanced Clerk carries higher limits or broader coverage than shown herein, those higher limits or broader coverage shall apply. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

### **LIABILITY INSURANCE**

The Enhanced Clerk agrees to secure and maintain, at the Enhanced Clerk's own expense, all insurance coverage required herein from one or more insurance companies that are licensed to write such insurance in New York State or are eligible non-admitted insurers, per the current Excess Line Association of New York's (ELANY) official list. Insurers must carry an A.M. Best "Secure" rating of A- or better. The Enhanced Clerk's insurance shall include the following, and shall be written with limits hereinafter specified:

1. **Commercial General Liability.** Occurrence based coverage to include bodily injury, personal injury, and property damage applicable to ongoing operations, products & completed

operations, and contractual liability, all with a per-project aggregate endorsement. There shall be no exclusions for explosion, collapse, and underground operations (“XCU”). Coverage limits shall be at least:

General Aggregate	\$2,000,000
Products & Comp/Op. Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 50,000
Med. Expense (any one person)	\$ 5,000

2. **Automobile Liability** applicable to bodily injury and property damage, coverage for the Enhanced Clerk as the owner or the lessee of automobiles, trucks, trailers, self-propelled Enhanced Clerk’s equipment and all other owned, hired and non-owned vehicles registered for use on the public highway and/or used in operations relating to work under contract. Coverage limits shall be at least:

Combined Single Limit	\$1,000,000
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3. **Umbrella/Excess Liability** applicable to Commercial General Liability and Automobile Liability policies. Coverage limits shall be at least:

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

4. **Professional Liability.** Coverage for the Enhanced Clerk’s errors, omissions, and negligent acts arising from the performance of the Enhanced Clerk’s services under this contract. If coverage is on a claims-made basis, it must be maintained in force for a minimum of three (3) years following the date of Final Completion of the Project, or, if coverage is cancelled or non-renewed, the Enhanced Clerk must purchase extended Discovery Clause coverage for a minimum of three (3) years following the date of Final Completion of the Project. Coverage must have a retroactive date no later than the date of the Agreement. Coverage limits shall be at least:

Each Occurrence/Claim	\$3,000,000
Aggregate	\$3,000,000

5. **Additional Insured:** Coverage in Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability policies or coverage sections shall be written or endorsed to apply to the following as **additional insured on a primary and non-contributory basis:**

*"Naples Central School District and its employees, authorized volunteers and committee members, student teachers, auxiliary instructors, agents, and members of the Board of Education."*

Additional Insured coverage must be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 2037 forms together if later revisions are used, or the equivalent. In addition, the primacy of coverage must be at least as broad as ISO Form CG 20 01 04 13. Certificates of Insurance must show the form numbers that are used to achieve this coverage. A copy of the actual policy language that achieves this coverage in each policy must be provided to the Owner with the Certificate of Insurance.

6. **Products & Completed Operations** coverages must be maintained in force for a **minimum of three (3) years** following Final Completion of the Project.
7. **Unmanned Aircraft** (*if applicable*). If the Enhanced Clerk’s work on this project in any way involves the use of unmanned aircraft (aka drones), their General Liability policy must include form CG 24 50 06 15 or equivalent providing coverage for this exposure. Coverage limits shall be at least:
 

Each Occurrence	\$1,000,000
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8. **Cyber Insurance.** The Enhanced Clerk must have coverage applicable to first- and third-party claims including but not limited to data compromise expenses and liability, forensic review costs, legal review costs, data restoration and re-creation costs, public relations costs, extortion costs, network security liability, identity recovery costs, regulatory fines and penalties, and credit monitoring costs. Coverage limits shall be at least:
 

Each Occurrence/Claim	\$1,000,000
Aggregate	\$1,000,000
9. **Waiver of Subrogation:** To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to all liability policies as required herein in favor of the Owner.
10. **Combination of Coverage.** The Enhanced Clerk may achieve the required limits and coverage required herein through a combination of primary and excess insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY INSURANCE.**

Coverage must be carried by the Enhanced Clerk for the benefit of their employees. Coverage must include Waiver of Subrogation in favor of Owner. Coverage and limits shall be as required by the New York State Workers’ Compensation Law. Evidence of coverage must be provided on the applicable approved form as per the New York State Workers’ Compensation Board (i.e. C-105.2, U-26.3, GSI-105.2/SI-12, or CE-200).

**NEW YORK DISABILITY (NYDBL)**

Coverage must be carried by the Enhanced Clerk for the benefit of the Enhanced Clerk’s employees as required by the New York State Disability Benefits Law (DBL). Evidence of coverage must be provided on the applicable approved form per the New York State Workers’ Compensation Board (i.e. DB-120.1, DB-155, or CE-200).

Proposal Format Requirements

The proposal should be submitted in a bound format with section dividers corresponding to the sections that follow. Responders are free to add additional information that they feel is pertinent. (3) Bound copies are required. Elaborate brochures are not desired.

## SECTION 1: FIRM PROFILE

Provide the following information about your company.

1. Name of firm
2. Address
3. Telephone number
4. Fax number
5. Name, title, and contact information of person to be assigned to head this project on-site.
  
6. Provide a brief overview of the size of the firm, expertise, philosophies and focus

## SECTION 2: EXPERIENCE

Provide information on at least (5) School/Wick's Law institutional, publicly bid project projects of similar size and complexity.

Provide a listing of unique qualifications your firm possesses which would be of benefit to Naples Central School District in the execution of this project.

## SECTION 3: REFERENCES

Provide a minimum of 5 references from clients your company and proposed project staff have worked for during the past five years.

## SECTION 4: RESUMES & APPROACH

Outline your proposed team structure for the Project, indicating key positions within your firm as well as involvement by affiliated firms and subcontractors.

Provide the resumes of the Project Manager to be assigned to the project, the proposed field representative(s), and any subcontractors associated with providing services for this project. *In the event that your firm is unable to provide the district with the Project Manager and/or Field Representatives in the proposal, the district reserves the right to accept or reject any and all replacement personnel based on the same evaluation process utilized in this RFP.*

## SECTION 5: FEE

The financial costs to the school should be on a fixed sum cost proposal contract basis, and not a fee plus services or an hourly/daily basis with costs of all transportation, insurance, vacations, meals, etc. included in the proposal. The school will provide adequate on-site temporary office space with desk and file cabinets, ability to fax, Wi-Fi internet access, and use of school copier. No billing for incidental expenses will be allowed during the course of the project. However, a detailed breakdown of your fixed sum cost proposal is required.

1. Pre-referendum 5%
2. Pre-Construction and bidding 10%
3. Construction 70%
4. Closeout 10%
5. Retainage payable upon actual submission of Final Cost Reports 5%

The District appreciates your time and effort in preparing the RFP for our review. It is critical that each vendor reviews this document for clarification of what is expected and for what is not expected so that services not requested are not included in the proposal pricing. We anticipate preparing a short list of potential firms that will be invited to an in person interview with the Owner. The District anticipates that the firm will begin to provide services in early May 2021 based on our above criteria.

The Owner reserves the right to accept or reject any proposal when it is considered to be in the best interest of the Owner.