

MAMARONECK UNION FREE SCHOOL DISTRICT  
1000 WEST BOSTON POST RD, MAMARONECK, NY 10543  
RFP #2019-09  
ASBESTOS AND ENVIRONMENTAL CONSULTING SERVICES

REQUEST FOR PROPOSALS

RFP #2019-09

Asbestos and Environmental Consultant Services

2019-2020

DUE: TUESDAY, MARCH 26, 2019 by 4:00 PM EST

Return to:  
Lauren Leone  
Purchasing Agent  
Mamaroneck UFSD  
1000 West Boston Post Rd  
Mamaroneck, NY 10543

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**DATE OF OPENING: Tuesday, March 26, 2019**

**TIME: 4:00 P.M.**

**I. INTRODUCTION & GENERAL INFORMATION**

The Mamaroneck Union Free School District (“the District”) is requesting proposals for environmental consultants to be available to provide both emergency and planned services for asbestos and environmental risk management. Such services would include, but not be limited to, asbestos project/air monitoring, AHERA surveillance inspections & triennial reports, asbestos management plan preparations, environmental sample collection, pre-construction & pre-demolition surveys, lead-based paint inspections, inventorying, water sampling & analysis, OSHA training and training of District staff on proper handling of chemicals in and out of the classroom environment. Vendors would work directly through the Buildings and Grounds Director.

Consultants must carry & maintain all required/applicable licenses from state and federal agencies (e.g. NYS DOL, NYS DEC, EPA), use only certified/experienced personnel, and have a certified industrial hygienist (CIH) on staff. Response time for emergencies shall be no more than four (4) hours from the time the consultant is contacted by the Buildings and Grounds Director. Reports will be provided in a timely manner but no later than two weeks from the project's completion. Award will be based upon whatever is in the best interest of the District.

The Mamaroneck Union Free School District is located in Westchester County and is comprised of four (4) elementary schools, a middle school, a high school and a transportation garage. The District serves a student population of approximately 5600 and has a staff of approximately 850.

**II. THE SELECTION PROCESS**

**A. Timetable**

The School District is expected to undertake the selection process according to the following schedule:

March 13, 2019	Advertisement and Release Date for RFP
March 15, 2019	Confirmation of Participation Due
March 18, 2019	RFP Questions Due
March 20, 2019	RFP Answers Distributed via Addendum
March 26, 2019	RFP Due Date

**B. Contract Term**

The contract term will be twelve (12) months and will begin upon date of award of this RFP. This contract may be renewed upon mutual agreement between the awarded firm and the District for four (4) additional twelve (12) month periods for a total of five (5) contract years. The price for renewals at the same level of service may be adjusted based on the Consumer Price Index (“CPI”).

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**C. Proposal Evaluation Criteria:**

Proposals will be evaluated on the basis of the following criteria:

- 1. Experience and Qualifications of the Proposer:** Consideration will be given to Proposers demonstrating strong capabilities, experience and reputation in undertakings similar to those described in this RFP, and providing authoritative documentation of their financial soundness and stability. Similar experience will be understood to include, but not be limited to at least five (5) years' experience for the Senior Principal, Principal requires three-four (3-4) years and Project Manager requires one-two (1-2) years asbestos and environmental safety consulting experience in New York State school district environments.
- 2. Ability to Implement Project Promptly:** Preference will be given to proposals demonstrating an ability to carry out the tasks and responsibilities outlined in the proposal in a prompt and efficient manner, including but not limited to having the required personnel available to implement and complete the project.
- 3. Cost:** Cost is not the primary factor for award determination.

**III. RFP PROCEDURES**

**A. Information and Documents**

Questions concerning the RFP and the procedures for responding should be directed to Lauren Leone at the Purchasing Office at 914-220-3035, [lleone@mamkschools.org](mailto:lleone@mamkschools.org)

**B. Submission of Proposals**

Respondents should submit an original and one (1) copy of their proposal as well as a flash drive of the submitted proposal. Proposals must be received no later than Tuesday, March 26, 2019 by 4:00 PM. Proposals must be addressed to:

Lauren Leone, Purchasing Agent  
Mamaroneck UFSD  
1000 West Boston Post Rd  
Mamaroneck, NY 10543

To prevent opening by unauthorized individuals, your proposal shall be clearly identified on the envelope wrapper as follows:

**"RFP #2019-09: Asbestos and Environmental Consulting Services"**

**C. Modification or Withdrawal of Proposals**

Any proposal may be withdrawn or modified by written request of the Proposer, provided that such request is received by the Purchasing Agent at the above address prior to the date and time set for receipt of proposals.

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**D. Right to Reject Proposals**

This RFP does not commit the School District to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or to procure or contract for services. The School District intends to award a contract on the basis of the best interest and advantage to the School District, and reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified proposers, or to cancel this RFP in part or in its entirety, if it is in the best interest of the School District to do so. The School District may select as the successful proposer that proposal which, in the School District's sole discretion and with whatever modifications the School District and the proposer may mutually agree upon, best meets the School District's requirements whether or not that proposal is the lowest cost proposal. No proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the School District, in its sole discretion, shall enter into a contract with the proposer that it selects as the successful vendor.

**IV. INSURANCE REQUIREMENTS**

*See Appendix A.*

**V. INDEMNIFICATION**

The successful Proposer shall defend, indemnify and save harmless the District, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Successful Proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

**VI. TERMINATION CLAUSE**

This agreement may be terminated upon written notice by the School District at any time during the term of said agreement for any cause whatsoever with the fee due and owing the successful contractor to be prorated based on the period of time the agreement was in force and effect up to and including the termination date.

**VII. ADDITIONAL TERMS**

1. The service provider and its staff shall comply with all applicable laws, rules, ordinances and regulations, and the regulations of the School District and all directives issued by the School District.
2. No smoking or other tobacco use, consumption of alcoholic beverages, or use of illegal drugs will be permitted anywhere on School Grounds (including in vehicles on School Grounds).
3. The service provider shall comply with all Federal, State and Local regulations relating to certification and licensure, labor, including, but not limited to minimum hour wage, prevailing wage, working conditions, insurance and safety factors and child labor laws.

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4. In accordance with Section 220-e of the Labor Law of the State of New York, it is agreed that:
  - a. In the hiring of employees for the performance of this contract or any subcontractor hereunder, no service provider, subcontractor, nor any person acting on behalf of such service provider or sub-contractor shall by reason of race, creed, color, national origin or any other discriminatory classification, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
  - b. No service provider, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, color, creed or national origin or any other discriminatory classification.
  - c. There may be deducted from the amount payable to the service provider a penalty of one hundred dollars (\$100) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract.
  - d. This Contract may be cancelled or terminated by the Board of Education and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract.
  - e. The aforesaid provisions of this section shall be limited to operations performed within the territorial limits of the State of New York.
5. The service provider shall comply with all of the provisions of the Immigration Reform and Control Act of 1986 and regulations promulgated pursuant thereto and shall require its subcontractors to comply with same. The service provider shall and does hereby agree to fully indemnify, protect, defend, and hold harmless the School District, its agents and employees from and against any penalties, fees, costs, liabilities, suits, claims, or expenses of any kind or nature, including reasonable attorney's fees, arising out of or resulting from any violation or alleged violation of the provisions of said laws in connection with the work performed hereunder.
6. All employees of the service provider shall be deemed employees of the service provider for all purposes and the service provider alone shall be responsible for their work, personal conduct, direction, and compensation. The service provider acknowledges that it will not hold itself, its officers, employees and/or its agents out as employees of the School District. The service provider is retained by the School District for the purposes and to the extent set forth in this Contract and its relationship to the School District during the term of this Contract shall be that of an independent contractor. The service provider and/or its employees shall not be considered as having employee status or as being entitled to participate in any plans, arrangement or benefits including, but not limited to, pensions, employee fringe benefits or similar benefits, granted by the School District to its regular employees. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect. The service provider and any person employed by or conducting business with the service provider shall not be a partner, employee, agent or joint venturer of the School District.

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7. IRAN DIVESTMENT ACT

By executing the Certification of Compliance contained herein, the service provider (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2013" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, service provider is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

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

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

**VIII. PROPOSAL FORMAT AND CONTENTS**

Proposals must be submitted in the format outlined in this section. Each of the described parts and sections must be completed in full (except those sections described as optional). Each proposal will be reviewed to determine if it is complete prior to actual evaluation. The School District reserves the right to eliminate from further consideration any proposal deemed to be non-responsive to the requests for information contained herein. Each of the parts and sections described below should begin on a separate page, and each page should state the name of the Proposer in the upper right hand corner.

**A. Proposer Background and Qualifications**

Section A of the proposal must contain the following information about the proposer and any independent contractor with which the proposer intends to work on the project.

FORM I: Form I should describe the overall make-up of the project team, and include a detailed statement as to how the Proposer intends to meet the requirements of the agreement. Include a chart depicting typical management approach.

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FORM II: Form II should provide information about the proposer and each independent contractor, if applicable. (Addresses, telephone/fax numbers, names of contact person and lead person.)

Individual resumes for each of the individuals on the project team must be included in this section.

FORM III: Describe the prior relevant experience of the Proposer and members of the project team, and independent contractors, if any. For each include the information listed below:

1. Customer's name
2. Type of contract
3. Name & telephone number of reference for the project.
4. Brief description of the project's scope of services and status (including type of facility at which project was implemented, whether the project was timely completed and whether significant problems occurred that affected project performance.) The right to call the reference and/or visit the project sites provided by the proposer will be presumed by the School District.

FORM IV: (Optional) include any additional information about the project team, its personnel, financial condition, or qualifications regarded as being pertinent.

FORM V: Cost Proposal

FORM VI: Non-Collusive Certification

FORM VII: Iran Divestment Certification of Compliance or Non Compliance (Please complete one only)

FORM VIII: Form of Disclosure

**B. Financial Background Information**

Section B of the RFP must contain detailed information concerning the financial background of the Proposer and any independent contractors to be engaged by the Proposer, including but not limited to financial statements, annual reports and the like covering the most recent fiscal year for the Proposer and for any independent contractor.

**IX. Miscellaneous**

- The School District reserves the right to reject any and all proposals or to waive any informalities or inconsequential requirements.
- Free form responses or marketing “boilerplate” will not be included for review or considered a part of this evaluation. Failure to provide all required information may result in rejection of your proposal.

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- Once the RFP is advertised, the School District considers it inappropriate and strongly discourages all firms/individuals from directly or indirectly contacting members of the Board of Education or its employees. Should such contact be necessary, a statement of disclosure, addressed to Lauren Leone, is strongly recommended.
- Proposals shall not be returned to the Proposers and, once submitted, are the property of the School District. The School District may dispose of proposals in any way it sees fit.
- Expenses incurred in the preparation of qualifications and the response to the RFP shall be borne solely by the Proposers with the express understanding that the Proposers may not apply to the School District for reimbursement for these expenses.
- Proposals must be accompanied by a cover letter signed by an officer empowered by the Proposer to sign such material and thereby accept responsibility for the material submitted. FAXED qualifications will not be accepted.
- Proposals submitted by facsimile or electronically will not be accepted.



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**Confirmation of Participation**

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

Contact Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Tax ID#: \_\_\_\_\_

\_\_\_\_\_  
Signature of Company Representative : Date

The company/organization intends to submit a proposal for RFP #2019-09 \_\_\_\_\_  
\_\_\_\_\_

The company/organization will **NOT** be submitting a proposal for RFP #2019-09 but would like to remain on the vendor list for these services for the future.  
\_\_\_\_\_

Please complete and return this form to Lauren Leone no later than Friday, March 15, 2019

Via Fax: 914-220-3091

Via E-mail: [lleone@mamkschools.org](mailto:lleone@mamkschools.org)

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**FORM V: COST PROPOSAL**

Firm Name: \_\_\_\_\_

Firm Representative Name: \_\_\_\_\_

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

\_\_\_\_\_

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

Cell Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**1 Senior Principal**

Price Per Hour \_\_\_\_\_

Price Per Hour OVERTIME \_\_\_\_\_

**2 Principal**

Price Per Hour \_\_\_\_\_

Price Per Hour OVERTIME \_\_\_\_\_

**3 Project Manager**

Price Per Hour \_\_\_\_\_

Price Per Hour OVERTIME \_\_\_\_\_

**4 Certified Industrial Hygienist**

Price Per Hour \_\_\_\_\_

Price Per Hour OVERTIME \_\_\_\_\_

**5 Certified Safety Professional**

Price Per Hour \_\_\_\_\_

Price Per Hour OVERTIME \_\_\_\_\_

**6 EPA NYSDOLNYCDEP Asbestos Inspector**

Price Per 4 Hour Day Includes Calibrated Area A/S Equipment \_\_\_\_\_

Price Per 8 Hour Day Includes Calibrated Area A/S Equipment \_\_\_\_\_

Price Per Hour Overtime \_\_\_\_\_

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**7 EPA/NYS DOL Combined Project Monitor/Air Sampling Technician**

Price Per 4 Hour Day Includes Calibrated Area A/S Equipment	_____
Price Per 8 Hour Day Includes Calibrated Area A/S Equipment	_____
Price Per Hour Overtime	_____

**8 EPA LBP Inspector/Risk Assessor**

Price Per 4 Hour Day Includes Calibrated Area A/S Equipment	_____
Price Per 8 Hour Day Includes Calibrated Area A/S Equipment	_____
Price Per Hour Overtime	_____

**9 IH Tech**

Price Per 4 Hour Day Includes Calibrated Area A/S Equipment	_____
Price Per 8 Hour Day Includes Calibrated Area A/S Equipment	_____
Price Per Hour Overtime	_____

**ASBESTOS LABORATORY SERVICES** Laboratory analysis turnaround times begin when samples are received at Laboratory and does not include weekends or holidays

**10 A/S Sample Analysis (PCM)**

Price Per Sample - Includes 72 Hour Turnaround Time	_____
Price Per Sample - Includes 24 Hour Turnaround Time	_____
Price Per Sample - Includes 76 Hour Turnaround Time	_____
Price Per Sample - Includes RUSH Turnaround Time	_____

**11 A/S Sample Analysis (AHERA-TEM)**

Price Per Sample - Includes 48 Hour Turnaround Time	_____
Price Per Sample - Includes 24 Hour Turnaround Time	_____
Price Per Sample - Includes 12 Hour Turnaround Time	_____
Price Per Sample - Includes 6 Hour Turnaround Time	_____

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**12 Bulk Sample Analysis (PLM)**

Price Per Sample - Includes 7 Day Turnaround Time \_\_\_\_\_  
Price Per Sample - Includes 5 Day Turnaround Time \_\_\_\_\_  
Price Per Sample - Includes 72 Hour Turnaround Time \_\_\_\_\_  
Price Per Sample - Includes 48 Hour Turnaround Time \_\_\_\_\_  
Price Per Sample - Includes 24 Hour Turnaround Time \_\_\_\_\_  
Price Per Sample - Includes 12 Hour Turnaround Time \_\_\_\_\_  
Price Per Sample - Includes RUSH Turnaround Time \_\_\_\_\_

**13 Bulk Sample Analysis (PLM-NOB)**

Price Per Sample - Includes 7 Day Turnaround Time \_\_\_\_\_  
Price Per Sample - Includes 5 Day Turnaround Time \_\_\_\_\_  
Price Per Sample - Includes 48 Hour Turnaround Time \_\_\_\_\_  
Price Per Sample - Includes 24 Hour Turnaround Time \_\_\_\_\_  
Price Per Sample - Includes 12 Hour Turnaround Time \_\_\_\_\_

**14 Bulk Sample Analysis (QTEM)**

Price Per Sample - Includes 7 Day Turnaround Time \_\_\_\_\_  
Price Per Sample - Includes 5 Day Turnaround Time \_\_\_\_\_  
Price Per Sample - Includes 48 Hour Turnaround Time \_\_\_\_\_  
Price Per Sample - Includes 30 Hour Turnaround Time \_\_\_\_\_  
Price Per Sample - Includes 12 Hour Turnaround Time \_\_\_\_\_

**15 Lead - Air/Paint Chip/Dust Sample Analysis (AAS/FLAA)**

Price Per Sample - Includes 3-5 Day Turnaround Time \_\_\_\_\_  
Price Per Sample - Includes 48 Hour Turnaround Time \_\_\_\_\_  
Price Per Sample - Includes 24 Hour Turnaround Time \_\_\_\_\_  
Price Per Sample - Includes 6 Hour Turnaround Time \_\_\_\_\_

**16 PCB - Bulk Material Sample Analysis**

Price Per Sample - Includes 5 Day Turnaround Time \_\_\_\_\_  
Price Per Sample - Includes 3 Day Hour Turnaround Time \_\_\_\_\_  
Price Per Sample - Includes 48 Hour Turnaround Time \_\_\_\_\_  
Price Per Sample - Includes 24 Hour Turnaround Time \_\_\_\_\_

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**17 Air Sample Analysis (Total Spore Counts)**

Price Per Sample - Includes Same Day Turnaround Time \_\_\_\_\_

Price Per Sample - Includes 24-48 Hour Turnaround Time \_\_\_\_\_

Price Per Sample - Includes 5-7 Day Turnaround Time \_\_\_\_\_

**18 Air Sample Analysis (Culturable Fungi)**

Price Per Sample - Includes 7-10 Day Turnaround Time \_\_\_\_\_

1 MEA Agar Plate, Identification Enumeration including  
common Aspergillus species ID

Price Per Sample - Includes 7-10 Day Turnaround Time \_\_\_\_\_

1 MEA, 1 DG-18 Agar Plate, Identification Enumeration  
including common Aspergillus species ID

**19 Air Sample Analysis (Culturable Bacteria)**

Price Per Sample - Includes 7-10 Day Turnaround Time \_\_\_\_\_

1 Agar Plate (TSA, MacConkey, Blood, etc.)

**20 Bulk/Swab Sample Analysis (Cultureable Fungi)** \_\_\_\_\_

Price Per Sample - Includes 7-10 Day Turnaround Time Enumeration & Identification to  
genus or species

**21 Bulk/Swab Sample Analysis (Cultureable Bacteria)** \_\_\_\_\_

Price Per Sample - Includes 7-10 Day Turnaround Time Enumeration & Identification to  
genus or species

**22 Water Sample Analysis (Lead & Copper)** \_\_\_\_\_

Price Per Sample - Includes Same Day Turnaround Time

Price Per Sample - Includes 24-48 Hour Turnaround Time

Price Per Sample - Includes 5-7 Day Turnaround Time

**EQUIPMENT CHARGES**

**22 Niton XRF - Price Per Day** \_\_\_\_\_

**23 Electrical Generator - Price Per Day (2 day minimum)** \_\_\_\_\_

**24 SCBA - Price Per Day** \_\_\_\_\_

**25 Confined Space Tripod - Price Per Day** \_\_\_\_\_

**26 Anderson Air Sampler (Single Stage N-6 Impactor) - Price Per Day** \_\_\_\_\_

**27 Boroscope - Price Per Day (2 day minimum)** \_\_\_\_\_

**28 4-Gas Monitor w PID - Price Per Day** \_\_\_\_\_

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**EQUIPMENT CHARGES (cont.)**

**29 Infrared Camera - Price Per Day** \_\_\_\_\_

**30 Delmhorst BD-2100 (Moisture Survey Meter) - Price Per Day** \_\_\_\_\_

**31 ASHRAE IAQ Meter - Price Per Day** \_\_\_\_\_

**32 PM-10 Impactor/Sampler - Price Per Day** \_\_\_\_\_

**MISCELLANEOUS SERVICES**

**33 Asbestos/Lead/Environmental "Letter Report" w/o Drawings** \_\_\_\_\_

*Price for each*

**34 Asbestos/Lead Environmental "Letter Report" w Drawings** \_\_\_\_\_

*Price for each*

**35 Asbestos/Lead/Environmental "Final Report" w/o Drawings** \_\_\_\_\_

*Price for each*

**36 Asbestos/Lead/Environmental "Final Report" w Drawings** \_\_\_\_\_

*Price for each*

**37 Preparation/Submittal "Site Specific" Variance** \_\_\_\_\_

**38 Travel & Misc. Materials** \_\_\_\_\_

*Actual mileage @current IRS rate /mile plus Actual Tolls & Parking*

\_\_\_\_\_  
**(Signature of Proposer)**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**(Date)**

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**FORM VI: 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 bid proposal, the bidder certifies that he/she 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 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-collusive 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 its knowledge and belief:
  1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and,
  3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the 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.

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**NON-COLLUSIVE CERTIFICATION (cont.)**

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 of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certifications referred to in subdivision II of this 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 corporation.

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

CORPORATE SEAL [if bidder is a corporation]
--

BIDDER COMPANY NAME:
ADDRESS:
PHONE #:
FAX #:

**Authorized Signature**

(Sign)

\_\_\_\_\_

(Name & Title of Signer)

\_\_\_\_\_

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
(Notary public)



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1000 WEST BOSTON POST RD, MAMARONECK, NY 10543  
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ASBESTOS AND ENVIRONMENTAL CONSULTING SERVICES

**FORM VIIa: CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), 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 bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The School District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, \_\_\_\_\_, being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ Corporation and that neither the Bidder/ Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

\_\_\_\_\_  
SIGNED

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
(Notary public)

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**FORM VIIIb: DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE WITH  
THE IRAN DIVESTMENT ACT**

***Bidders shall complete this form if they cannot certify that the bidder /contractor or any proposed subcontractor is not identified on the Prohibited Entities List. The District reserves the right to undertake any investigation into the information provided herein or to request additional information from the bidder.***

Name of the Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Has bidder been involved in investment activities in Iran? \_\_\_\_\_

Describe the type of activities including but not limited to the amounts and the nature of the investments (e.g. banking, energy, real estate) \_\_\_\_\_

\_\_\_\_\_

If so, when did the first investment activity occur? \_\_\_\_\_

Have the investment activities ended? \_\_\_\_\_

If so, what was the date of the last investment activity? \_\_\_\_\_

If not, have the investment activities increased or expanded since April 12, 2012? \_\_\_\_\_

Has the bidder adopted, publicized, or implemented a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran? \_\_\_\_\_

If so, provide the date of the adoption of the plan by the bidder and proof of the adopted resolution, if any and a copy of the formal plan. \_\_\_\_\_

In detail, state the reasons why the bidder cannot provide the Certification of Compliance with the Iran Divestment Act below (additional pages may be attached):

\_\_\_\_\_

I, \_\_\_\_\_ being duly sworn, deposes and says that he/she is the  
\_\_\_\_\_ of the \_\_\_\_\_ Corporation and the foregoing  
is true and accurate.

\_\_\_\_\_  
SIGNED

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
(Notary public)

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**FORM VIII: FORM OF DISCLOSURE**

THE UNDERSIGNED AFFIRMS THAT THE FOLLOWING CONSTITUTE ALL OFFICERS, DIRECTORS, PARTNERS, OR CONTROLLING PRINCIPALS OF THE FIRM:

<u>Name</u>	<u>Title</u>
_____	_____
_____	_____
_____	_____

1. Does any Mamaroneck Board Member, administrator, or employee possess any financial interest, directly or indirectly, in the firm? \_\_\_\_\_ If yes, set forth the basis upon which a financial interest exists in the firm:

\_\_\_\_\_  
\_\_\_\_\_

2. Has the firm or any of its officers, directors, partners, or controlling principals possessed any interest in transactions heretofore entered into with Mamaroneck School District? \_\_\_\_\_ If yes, please describe transaction(s):

\_\_\_\_\_  
\_\_\_\_\_

3. Does any direct relative of a member of the Board , administrators, or staff possess any financial interest, directly or indirectly, in the firm (For purpose of this inquiry a direct relative is to be defined as a parent, spouse, child or sibling). \_\_\_\_\_ If yes, set forth below the Mamaroneck School District Board Member, administrator, or staff member whose relation possess an interest and the relationship:

\_\_\_\_\_  
\_\_\_\_\_

THE UNDERSIGNED AFFIRMS THAT THE ABOVE STATEMENTS ARE TRUE AND UNDERSTANDS THAT ANY FALSE STATEMENT SHALL CONSTITUTE A VIOLATION OF THE PENAL CODE OR GENERAL MUNICIPAL LAW AS APPLICABLE.

Firm: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

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APPENDIX A

**INSURANCE REQUIREMENTS**

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees to effectuate the naming of the school as an additional insured on the Contractor's insurance policies, with the exception of workers' compensation and NY State disability.
2. Any policies naming the District as an additional insured shall:
  - a. Be an insurance policy from an A.M. Best rated "secured" or better insurer, authorized to conduct business in New York State. A New York licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the District;
  - b. Provide additional insured status by standard or other endorsements that extend coverage to the District for both on-going and completed operations. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the certificate of insurance;
  - c. State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.
3.
  - a. The certificate of insurance must describe the specific services provided by the contractor (e.g., physical therapy, psychological services) that are covered by the liability policies.
  - b. At the District's request, the Contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the Contractor will provide a copy of the policy endorsements and forms.
  - c. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance.
4. The Contractor agrees to indemnify the District for any applicable deductibles and self-insured retentions.
5. Required Insurance:
  - a. **Commercial General Liability Insurance**  
\$1,000,000 per occurrence/ \$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.
  - b. **Automobile Liability**  
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
  - c. **Workers' Compensation, Employers Liability and NYS Disability Insurance**  
Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
  - d. **Asbestos/Lead Abatement Insurance**  
With coverage for the services rendered for the District, including, but not limited to removal, replacement enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. \$2,000,000 per occurrence/ \$2,000,000, including products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract.

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If the Contractor is using motor vehicles to be used for transporting hazardous materials, the Contractor shall maintain pollution liability coverage for its transporting vehicles, as well as proof of MCS 90.

- e. **Excess Insurance**  
\$300,000 each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis. Excess \$\$ amount as per the discretion of the district.
- 6. Contractor acknowledges that failure to obtain such insurance on behalf of the school constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the school. The Contractor is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.
- 7. The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The Contractor 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.