

**Edgemont Union Free School District
Scarsdale, NY**

REQUEST A PROPOSAL FOR:

**HAZARDOUS MATERIALS TESTING, SAMPLING , DESIGN, AND ENVIRONMENTAL
MONITORING CONSULTING SERVICES**

FOR DISTRICT WIDE ADDITIONS AND ALTERATIONS

Released: September 21, 2025

**Respond No Later Than:
September 30, 2025 at 11:00 a.m.**

**EDGEMONT UNION FREE SCHOOL DISTRICT
300 White Oak Lane, Scarsdale, NY 10583
Attention: Ray Renda**

Edgemont Union Free School District

300 White Oak Lane

Scarsdale, NY 10583

**HAZARDOUS MATERIALS TESTING, SAMPLING, DESIGN, AND
ENVIRONMENTAL MONITORING CONSULTING SERVICES**

NOTICE TO PROPOSERS

The Board of Education of the Edgemont Union Free School District is issuing this Request for Proposals (RFP) for the selection of a hazardous materials testing, sampling, design, and environmental monitoring consulting services agency in connection with certain capital improvement projects to be undertaken within the Edgemont Union Free School District's facilities at Seely Elementary School, Greenville Elementary School, and Edgemont Junior/Senior High School.

The successful agency will be required to perform all necessary hazardous materials testing, sampling, design, and environmental monitoring consulting required in connection with the capital improvements including sampling, reporting and consulting required by laws, ordinances, rules, regulations, or order of public authorities, the General Conditions of the Contract for Construction and the plans and specifications for each project. You are invited to submit proposals in accordance with this RFP.

Proposals will be received until **11:00 a.m. on September 30, 2025** at the office of the Director of Facilities. Proposal forms may be obtained at the aforementioned office. The Edgemont Union Free School District reserves the right to reject any proposal or to accept part of any proposal.

By: Edgemont Union Free School District

Edgemont Union Free School District

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I. ABOUT THIS RFP

The Edgemont Union Free School District has a voter approved Capital Construction Bond Project; capital improvements under which are currently both in construction and being developed by the District's Architect. The objective of this RFP is to solicit proposals for professional hazardous materials testing, design and environmental monitoring consulting services for the upcoming District-wide projects listed below:

- Package 1:** Edgemont SD Administration Building Cafeteria Addition, Site Improvements & Related Work
- Package 2:** Edgemont Jr/Sr High School Renovations to Building 'A', Interior Upgrades to Seely Elementary School and Greenville Elementary School.
- Package 3:** District-wide HVAC Improvements, District-wide Security Improvements, Athletic Improvements at Edgemont High School, Renovations to Edgemont High School's Resources and Art's Building.

The requested services will be to provide all labor, materials and equipment necessary to perform the following **throughout the construction process**: test material, review and coordinate materials already tested, monitor and sample air during construction and oversee the removal of asbestos containing materials, lead based materials, and PCB's that will be affected by the work associated with the Capital Construction Bond Project (the "Project") approved by the School District's voters on October 7, 2024 and as set forth in the plans and specifications for the Project(s), including the Project Manual. The School District may request additional testing which will be compensated in accordance with the resultant agreement.

The successful proposer will provide asbestos containing materials and lead containing lead containing materials inspections and testing required by laws, ordinances, rules, regulations, or order of public authorities and the General Conditions of the Contract for Construction; preparation for removal or design for removal of asbestos containing materials, lead containing materials or other hazardous materials for the Project; assess hazards posed by the presence of asbestos containing materials, lead containing materials or other hazardous materials and recommend appropriate response actions; plan and oversee in consultation with the construction manager and architect the scope, timing, phasing, and remediation methods to be utilized for abatement work; provide comprehensive reports detailing monitoring activities at the conclusion of all asbestos /lead abatement work.

The proposal response should follow the format presented in this RFP.

All work and services on the School District's Project shall be performed in accordance with the applicable Code Sections of Part 56 of Title 12 of the Codes, Rules and Regulations of the State of New York ("NYCRR") as well as all applicable federal and municipal regulations regarding asbestos abatement, hazardous materials abatement and handling. Collection and analysis of air samples shall be as required by ICR-56 and any NYS DOL site-specific variances obtained for the Project. The proposal should provide for the collection and laboratory analysis of the required air samples on a cost per sample basis. To maintain compliance with the requirements of 56-4.3, analysis of the air samples shall be by an independent laboratory conforming to the requirements of 12 NYCRR 56-4.2.

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The sampling frequency will be as specified in Title 12 NYCRR Rule 56; Subpart 56-4 and the NYS DOL Applicable Variance or Site-Specific Variances utilized in the conduct of the Project. Proposed sampling frequency shall be developed by the successful proposer and submitted to the Owner, the architect and construction manager for review and approval.

II. THE SELECTION PROCESS

1. Schedule

The Edgemont UFSD anticipates proceeding with the selection process according to the following schedule:

Deadline for submission of proposals: by September 30, 2025 at 11:00 am

2. Site Visits

Representatives of the Proposers may make site visits by making appointments with:

**Ray Renda
Director of Facilities
Edgemont Union Free School District
rrenda@edgemont.org**

3. Proposal Evaluation Criteria

Proposals will be evaluated based on the following criteria:

- Overall qualifications of the Proposer
- Proposer's experience with similar projects
- Qualifications, experience, and references of the individuals who will be assigned to perform the services sought by the School District in this RFP.
- The cost of the services to be provided.
- Level of client satisfaction determined from supplied references

Proposals will be reviewed by the School District and then a limited number of Proposers may be asked to present their proposals to the Administration and/or the Board of Education of the School District.

After consideration by the District's Administration and the Board of Education, a selection will be made, and Proposers will be notified.

Qualifications of the Proposer: The proposer should demonstrate strong skills (both field and office) in completing the services sought in this RFP and have significant experience and positive reputation for performing the services sought in this RFP for projects similar scope to the School District's Project. Experience can be exhibited in the resumes of the proposed staff as

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well as the work experience of the proposing entity (individual or firm). Similar experience will be understood to include, but not be limited to:

- a. A history of providing hazardous materials testing, supervision of removal hazardous materials and environmental monitoring consulting services, with an emphasis on Public Schools, in the last 5 years.
- b. Experience in the past five years of performing hazardous materials testing, supervision of removal hazardous materials and environmental monitoring consulting services as described in this RFP on projects of similar size and/or scope as the School District's Project.
- c. A history of providing services sought in this RFP during the pre-construction and construction phases of projects of similar size and/or scope as the School District's Project.
- d. The proposal should provide for NYSDOL certified personnel to perform project monitoring and third-party air sampling.

4. Project Manager Requirements

The Person(s) assigned to perform the duties and responsibilities of the Consultant's Project Manager should be available daily, on an as-needed basis, to provide the services sought in this RFP. The person(s) so assigned should possess an extensive knowledge of the environmental abatement process, with an emphasis on field activities, to perform these duties adequately. A minimum of five (5) years' experience in similar projects is required.

5. Insurance Requirements

When the proposal is submitted, the proposer will include a certificate of insurance. The Proposer will provide and maintain insurance coverage for claims under Worker's Compensation Acts; claims for damages because of bodily, including personal injury, sickness or disease, or death of employees or any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. The proposal shall state the coverages and limits of professional liability insurance that will be maintained for protection from claims arising out of performance services. Certificates of Insurance evidencing the minimum types and amounts of coverages required of the proposer awarded a contract shall be submitted to the School District before the commencement of the successful proposer's services.

To the maximum extent permitted by law, the Proposer agrees to indemnify, defend and hold harmless the School District, the Board of Education of the School District, the Architect and the Construction Manager and their respective shareholders, members, officers, directors, trustees, consultants, agents, and employees (the "Indemnities") from any claim, damage, liability, expense or loss including reasonable attorneys' fees and other costs, arising from any act or omission of the Proposer and Proposer's officers, directors, owners/members/shareholders, agents, consultants, subcontractors and employees in connection with the performance or breach of the awarded contract, except for gross negligence or willful misconduct of the School District, the Board of Education of the School District, the Architect or the Construction Manager or of their respective

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owners/members/shareholders, officers, directors, agents, subcontractors, employees, or consultants.

Without in any way affecting the indemnities herein provided and in addition thereto, the Proposer shall secure and maintain throughout the awarded contract at a minimum the following types and amounts of insurance:

**REFERENCE: APPENDIX "NYSIR PROFESSIONAL CONSULTANTS INSURANCE
REQUIREMENTS"**

All insurance policies, except Workers Compensation shall contain additional insured endorsements naming the Edgemont Union Free School District, Triton Construction Company, LLC and Fuller & D'Angelo Architects as additional named insureds. Failure to maintain the minimum types and amounts of insurance required herein shall constitute a material breach of the awarded contract.

III. RFP PROCEDURES

1. Information

Questions concerning the RFP and the procedures for responding should be directed to both:

**William Means
Fuller & D'Angelo P.C.
Tel.: 914-592-4444
williamm@fullerdangelo.com**

-AND-

**John Hansen
Triton Construction Company, LLC.
Tel.: 516 427 3160
jhansen@tritonconstruction.net**

2. Submission of Proposals

Respondents should submit an original and one (1) copy of their proposal at the offices of:

**Ray Renda
Director of Facilities
Edgemont Union Free School District
300 White Oak Lane
Scarsdale, NY 10583
*Faxed proposals will not be accepted.***

The proposal should be sealed and clearly identified on the envelope as follows:

***Hazardous Materials Testing and Removal and
Environmental Monitoring Consulting Services Proposal***
Edgemont Union Free School District
Name of Proposing Firm

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If the administrative offices of the School District are closed on the scheduled deadline for submission of proposals, the deadline for submission of proposals shall be extended to the same time on the next business day on which the School District's administrative offices are open.

Any proposal may be withdrawn or modified by written request of the Proposer, provided that such request is received by the Assistant Superintendent for Business prior to the date and time set for receipt of proposals.

All proposals become the property of the School District. All proposals will be made available upon request for public inspection after the award has been made, except to the extent that the submitting Proposer has designated and the School District concurs, that certain information constitutes a trade secret or other proprietary information or data. If a Proposer believes that a portion of its proposal contains trade secrets or other proprietary information that should remain confidential and not be disclosed, a statement advising the School District of this fact shall accompany the proposal and the information is to be identified wherever it appears. Identifying an entire proposal as proprietary is unacceptable and may result in no part of the proposal being treated as containing a trade secret or other proprietary information or data.

3. 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 that proposal is the lowest priced or not. 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.

4. Additional Terms of Awarded Contract

- a. Termination - The School District may terminate the awarded contract(s) by giving at least fourteen (14) days prior written notice if the proposer awarded a contract fails to perform any of the material obligations hereunder. Such proposer so notified shall have fourteen (14) days from the date of that notice to correct such failure. At the end of the fourteen (14) day notice and cure period, the School District may still opt to terminate the awarded contract. Both parties may terminate the awarded contract without cause by giving at least thirty (30) days prior written notice to the other party.
- b. Interference - There shall be no interference with the School District's operations in the performance of the service(s) rendered under the awarded contract(s).
- c. Venue - The proposer and the School District explicitly agree that the awarded contract will be governed and construed according to the laws of the State of New York and the parties

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further agree that the Supreme Court, State of New York, County of Westchester and the United States District Court, Southern District of New York, located in White Plains, New York, shall be the forum for any actions brought under the awarded contract.

- d. Advertising - The proposer(s) awarded a contract shall not advertise or publish as a form of an endorsement the fact that the School District has entered into the awarded contract(s), without the School District's prior written approval except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
- e. Cumulative Rights - The rights and remedies provided by the awarded contract shall be cumulative and the use of one right or remedy by a party shall not preclude or waive the right to use any or all of the remedies.
- f. Disqualification/Cancellation of Awarded Contract - If the proposer awarded a contract or any of its officers, directors, members, owners, or employees refuse when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, (a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.
- g. Non Discrimination Requirements - In accordance with Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional, non-discrimination provisions, the proposer awarded a contract agrees that neither it nor its subcontractors or consultants, if any, shall discriminate on the basis of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, predisposing genetic characteristics, familial status, marital status, disability or status as a victim of domestic violence (a) in hiring against any person who is qualified and available to perform the work; or (b) any employee hired for the performance of work under the awarded contract(s). This policy of non-discrimination

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includes the following areas: recruitment and appointment of employees; employment pay and benefits.

- h. Proposer 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. Proposer shall and does hereby agree to fully indemnify, protect, defend, and hold harmless the School District, its Board of Education, officers, agents, employees, Triton Construction Company and Fuller & D'Angelo, PC 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 and services performed under the awarded contract.

IV. PROPOSAL FORMAT

Proposals must be submitted in the format outlined in this section. This format will allow the evaluation process to proceed efficiently. 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 sections described below should begin on a separate page, and each page should be labeled with the name of the proposer and the section contained thereon.

PART A.: Contractor History & Qualifications

The proposal must contain the following information about the proposer and any independent contractor with which the proposer intends to work to provide the services sought in this RFP.

1. This section should describe the overall make-up of the proposer's team, who will provide the requested services. Include a chart depicting the management structure envisioned for the team.
2. This Section should provide information about the proposer and each independent contractor, if applicable, (*e.g.*, addresses, telephone/fax numbers, names of contact person and lead person). Individual resumes for each of the individuals on the proposer's service team must be included in this section.
3. In this Section, the proposer should 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:
 - a. Client's name, contact person and phone number
 - b. Architect of Record
 - c. Total project capital cost
 - d. Type of contract

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- e. Brief description of the scope of services provided, type of project and project status (including type of facility at which services were provided, the project schedule, cost containment achievements).

PART B.: Fee Proposal

Proposals submitted pursuant to this RFP shall include the Proposer's cost to perform the services described in this RFP. Fee proposals should be presented in a dollar format with all relevant unit rates called out (e.g., VAT removal testing air monitoring, staff hourly rates, etc.)

The fee proposal should specifically define the following costs to perform the work and include completion of the Compensation Proposal Form:

i. Material Testing & Sampling

Perform material testing as requested promptly and document all findings in a report to be submitted to the District, Architect, and Construction Manager. Any destructive testing must be coordinated with the District to be performed after school hours or on weekends. Any materials or equipment necessary to perform the requested material testing will be provided as part of this proposal.

The report should include recommendations for removal in line with governing laws. Recommendations can be generalized by type of work and conditions. These recommendations may be used as a part of the District's bid process with abatement contractors. The RFP respondents shall include coordination with the District's Architect and Construction Manager during the composition of design documentation. This should be assumed as email and phone correspondence. If in-person meetings are needed, the RFP respondent should follow the fee structure provided for the personnel being billed for the meeting.

ii. Management and Document Services

Review the District's existing AHERA report(s) to determine what hazardous materials have already been identified. Provide a complete report to the District at the end of the project describing what materials have been tested, what is/ remains hazardous, and what has been removed as part of this capital project.

Provide reporting & documentation to update the District's most current ADHERA report. Composition of the District's AHERA report is by others.

iii. On Site Project Monitoring

Perform air and project monitoring services in accordance with applicable law including but not limited to as described in NYS ICR 56 Part 17, 40 CFR Part 763, Project Specifications and EPA Regulations during the asbestos abatement project planned at the above referenced district. Project monitoring services will consist of reviewing contractor's submittals and notifications, scheduling of abatement project, documenting the abatement contractor's progress, collection of contractor's air monitor's, laboratories certifications and licenses, and preparation of final project report to include descriptions of areas abated, and air monitoring results (including Final Clearance).

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The assumptions to be utilized in developing the proposal should be as follows:

- A New York State Certified Asbestos removal company will perform abatement in conformance with the available Specifications and Drawings.
- The monitoring company will perform all abatement monitoring in compliance with Title 12 NYCRR Rule 56; Subpart 56-4.
- “Background/Baseline” air sampling will be performed prior to project commencement. Turnaround time will be forty-eight (48) hours.
- Turnaround time for “Work Area Pre” & “Asbestos Handling” Air Samples will be forty-eight (48) hours.
- Turnaround time for “Final Cleaning & Clearance” Air Samples will be six (6) hour RUSH.
- The Owner’s power can be used for the operation of air monitoring equipment.

V. PROJECT SCHEDULE

It is anticipated that the bulk of the construction work (monitoring) will take place over the summers of 2026 and 2027. The contract time period will be from approximately September 2025 through March 2029. The schedule for all aspects of the work will be as set forth in the Project Manual issued for that part of the Project.

Although hazardous material removal work will be limited to mostly summer work, services should be expected to continue through the whole duration from start to finish.

This consultant will be expected to maintain their pricing and unit costs firm through December of 2028.

VI. CONTRACT DOCUMENTS PROVIDED:

Project Documents:

You are encouraged to obtain and review a copy of the Project’s Design Documentation from the District’s Architect if available. Plans and Specification may only be complete for certain stages of the Project by the time of award for this contract. Fees are assumed to be based on standard unit prices as described in the RFP Proposal Form, without prejudice to the design.

Those documents can be made available by contacting the Architect listed within this RFP.

Included as a part of this RFP package are the following documents:

- Compensation Proposal Form
- Non-Collusion Certification
- Proposer Warranties
- Hold Harmless Agreement
- Iran Divestment Certification
- Sexual Harassment Policy and Training Certification

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Contract Period: The anticipated contract period will be defined in the Contract Agreement. Services for the projects are expected to commence upon execution of the Agreement. The contract term may be renewed annually for up to three (3) additional one-year terms.

The successful proposer shall be required to enter into a written Agreement with the School District which will incorporate the terms of this RFP. If the successful proposer does not execute an agreement within seven (7) days after being presented with one, the District reserves the right to award the contract to the next qualified proposer.

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FEE PROPOSAL FORM (complete each section with dollars and cents)

Type	Task -or- Personnel	Unit	Rate
Testing & Management	Project Engineer/ Manager (as needed)	hr	\$
	NYS DOL Certified Asbestos Inspector	hr	\$
	USEPA Lead Inspector	hr	\$
	Friable Phase Light Microscopy (PLM)	ea	\$
	PLM NOB	ea	\$
	TEM Bulk	ea	\$
	X-Ray Fluorescent Lead Paint Analyzer	ea	\$
	Project Engineer (Manager)	Monday through Friday (6:00 a.m. - 6:00 p.m.)	hr
Monday through Friday (6:00 p.m. - 6:00 a.m.)		hr	\$
Saturday, Sunday, & Holidays (6:00 a.m. - 6:00 p.m.)		hr	\$
Saturday, Sunday, & Holidays (6:00 p.m. - 6:00 a.m.)		hr	\$
Travel cost/ Mileage per day		Day	<i>Included in Rate</i>

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Air Monitoring	Monday through Friday (6:00 a.m. – 6:00 p.m.)	hr	\$
	Monday through Friday (6:00 p.m. – 6:00 a.m.)	hr	\$
	Saturday, Sunday, & Holidays (6:00 a.m. – 6:00 p.m.)	hr	\$
	Saturday, Sunday, & Holidays (6:00 p.m. – 6:00 a.m.)	hr	\$
	Phase Contrast Microscopy (PCM) <i>6hr turnaround</i>	ea	\$
	Phase Contrast Microscopy (PCM) <i>12hr turnaround</i>	ea	\$
	Phase Contrast Microscopy (PCM) <i>24hr turnaround</i>	ea	\$
	Transmission Electron Microscopy (TEM) <i>6hr turnaround</i>	ea	\$
	Transmission Electron Microscopy (TEM) <i>12hr turnaround</i>	ea	\$
	Transmission Electron Microscopy (TEM) <i>24hr turnaround</i>	ea	\$
Other	Lead Wipe Analysis	ea	\$
	CAD Design	hr	
	Project Designer	hr	
	PCB Caulk	hr	\$

****NOTE: ALL TRAVEL AND MILEAGE COSTS WILL BE INCLUDED IN THE RATES ABOVE****

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NON-COLLUSION CERTIFICATION

In accordance with Section 103d of the New York General Municipal Law, the following statement shall be subscribed by each proposer and affirmed by such proposer as true under the penalties of perjury,

- a. By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of any joint proposal each party thereto certified as to its own organization, under penalty of perjury, that to the best of 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 shall so state and furnish with the proposal a signed statement which sets forth in detail the reason therefor. Where (a) (1) (2) and (3) above have not been complied with, the proposal 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 proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the proposer (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 paragraph (a.) above.

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 such proposal contains the certification set forth above, shall be deemed to include the signing and submission of the proposal and the inclusion of the above certification as the act and deed of the corporation.

Representative Signature _____

Title _____

Notarization:

Signed _____

Date _____

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RESOLUTION - FOR CORPORATE PROPOSERS ONLY

RESOLVED THAT _____ be authorized to sign and submit the bid or proposal of this corporation for the following project:

Describe the project

And to include in such bid or proposal the certificate as to non-collusion required by SECTION ONE HUNDRED THREE - D of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by

Corporation at a meeting of its Board of Directors held on the _____ day of _____ and is still in full force and effect this _____ day of _____.

(SEAL OF CORPORATION)

(SECRETARY)

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PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of New York laws and regulations.
- B. Proposer warrants that it is willing and able to obtain an error and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under any contract awarded by the Edgemont Union Free School District agreement without the express prior written permission of the School District.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.
- E. Proposer warrants that it has read the Request for Proposal (RFP) for Hazardous Material Testing and Removal and Environmental Monitoring Consulting Services and fully understand its content. Proposer certifies that it has adequate personnel, equipment, and facilities to fulfill the requirements of the contract awarded by the School District. The Proposer understands that its ability to meet the criteria and provide the required services shall be reviewed by the School District, which will develop a recommendation for the Board of Education's consideration regarding the selection of the most advantageous Hazardous Material Testing and Removal and Environmental Monitoring Consulting Services proposal.
- F. Proposer understands that all information included in, attached to, or required by this RFP shall become public record upon delivery to the School District. The undersigned certifies that the completion of the Proposal is a binding commitment to provide the Hazardous Materials Testing and Removal and Environmental Monitoring Consulting Services requested as proposed herein.

Firm's Name _____

Address _____

City, State, Zip _____

(Print Name) _____

(Signature) _____

(Phone) _____ (Fax) _____

Edgemont Union Free School District

300 White Oak Lane

Scarsdale, NY 10583

HAZARDOUS MATERIALS TESTING, SAMPLING, DESIGN, AND ENVIRONMENTAL MONITORING CONSULTING SERVICES

HOLD HARMLESS AGREEMENT

(This form must be signed and notarized - Submit with proposal)

It is hereby agreed and understood that the proposer to whom a contract is awarded by the Edgemont Union Free School District ("Edgemont UFSD") agrees, to the maximum extent permitted by law, to hold harmless and indemnify the Board of Education of Edgemont UFSD, Edgemont UFSD, Fuller & D'Angelo, PC and Triton Construction Company and their respective officers, agents, servants, or employees from any lawsuit, action, proceeding liability, judgment, claim or demand which may arise out of:

- a. Any injury to person or property sustained by the proposer, its agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by the proposer upon or in connection with proposer's performance under the awarded contract, however caused;
- b. Any injury to person or property sustained by any person, firm, or corporation (including but not limited to Edgemont UFSD), caused by any act, default, error or omission of the proposer to whom a contract was awarded by the Edgemont UFSD and/or such proposer's agents, servants, or employees or any person, firm or corporation, directly or indirectly employed by such proposer upon or in connection with performance under the awarded contract.

The assumption of indemnity, liability and loss hereunder shall survive proposer's completion of service or other performance under the awarded contract and any termination of the awarded contract. The proposer awarded a contract by the Edgemont UFSD, at its own expense and risk, shall defend any legal proceedings that may be brought against the Edgemont UFSD, the Board of Education of Edgemont UFSD, Fuller & D'Angelo, PC and Triton Construction Company and their respective officers, agents, servants, or employees on any claim or demand, and shall satisfy any judgment that may be rendered against the Edgemont UFSD, the Board of Education of Edgemont UFSD, Fuller & D'Angelo, PC and/or Triton Construction Company and/or their respective officers, agents, servants, or employees.

To the maximum extent permitted by law, this Indemnification, Defense and Hold Harmless Agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature arising from paragraphs (a) and (b) above, notwithstanding that the proposer awarded a contract by the Edgemont UFSD may deem the same to be frivolous or without merit. It is intended that this Hold Harmless Agreement be interpreted in the broadest manner possible so as to insulate, to the maximum extent permitted by law, all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the proposer awarded a contract by the Edgemont UFSD.

Signature: _____ Date: _____

Affirmed to me this _____ day of _____, 2025

Notary Signature: _____ Date: _____

Edgemont Union Free School District

300 White Oak Lane

Scarsdale, NY 10583

**HAZARDOUS MATERIALS TESTING, SAMPLING, DESIGN, AND
ENVIRONMENTAL MONITORING CONSULTING SERVICES**

**CERTIFICATION - IRAN DIVESTMENT ACT OF 2012
(This form must be signed and notarized - Submit with proposal)**

To be considered a responsible proposer/bidder, entities must certify that they are not on the list created and maintained by the State Office of General Services cataloging significant investment in the Iranian energy sector.

Entities that cannot make this certification may only be awarded a contract if:

1. The entity's investment activities in Iran were made before April 12, 2012; the investment activities in Iran have not been expanded or renewed after that date; and the entity has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The Edgemont Union Free School District determines, in writing, that the goods or services are necessary for the School District to perform its functions and that, absent such an exemption, the School District would be unable to obtain the goods or services for which the contract is offered.

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 New York State Finance Law. If the proposer is unable to sign this certification, please provide a detailed explanation of the reasons therefore addressing the factors set forth in the paragraph above numbered one. 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.

Name of Proposer (Print):

Signature: _____ Title: _____

Affirmed to me this _____ day of _____, 2025

Notary Signature: _____ Date: _____

Edgemont Union Free School District

300 White Oak Lane

Scarsdale, NY 10583

**HAZARDOUS MATERIALS TESTING, SAMPLING, DESIGN, AND
ENVIRONMENTAL MONITORING CONSULTING SERVICES**

SEXUAL HARASSMENT POLICY & TRAINING CERTIFICATION

I, _____, being duly sworn, deposes and
(Name of Individual Signing this Certification)

says that I am the _____ of the _____
(Title/Position of Signer) (Name of Proposer)

and that by submission of this proposal, I certify on behalf of the above-named proposer, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the above-named proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the New York State Labor Law.

By: _____
Signature

Title

Sworn to before me this
_____ day of _____, 20____

Notary Public
Commission Expires: _____

Edgemont Union Free School District

300 White Oak Lane

Scarsdale, NY 10583

**HAZARDOUS MATERIALS TESTING, SAMPLING, DESIGN, AND
ENVIRONMENTAL MONITORING CONSULTING SERVICES**

INSURANCE REQUIREMENTS - PROFESSIONAL CONSULTANTS

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the professional consultant hereby agrees to effectuate the naming of the District as an Additional Insured on the professional consultant's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
2. The policy naming the District as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District and may create significant vulnerability and costs for the District.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District.
 - c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. 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.
3.
 - a. The certificate of insurance must describe the services provided by the professional consultant that are covered by the liability policies.
 - b. At the District's request, the professional consultant shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the professional consultant will provide a copy of the policy endorsements and forms.
4. The professional consultant agrees to indemnify the District, Triton Construction and Fuller & D'Angelo, P.C. for applicable deductibles and self-insured retentions.

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Edgemont Union Free School District

300 White Oak Lane

Scarsdale, NY 10583

**HAZARDOUS MATERIALS TESTING, SAMPLING, DESIGN, AND
ENVIRONMENTAL MONITORING CONSULTING SERVICES**

5. Minimum Required Insurance:
 - a. **Commercial General Liability Insurance**
 - \$1,000,000 per Occurrence/ \$2,000,000 Aggregate
 - \$2,000,000 Products and Completed Operations
 - \$1,000,000 Personal and Advertising Injury
 - \$100,000 Fire Damage
 - \$10,000 Medical Expense
 - b. **Automobile Liability**

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - c. **Workers' Compensation and NYS Disability Insurance**

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) 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. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.
 - d. **Professional Errors and Omissions Insurance**

\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the District. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.
 - e. **Umbrella/Excess Insurance**

\$3 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Auto Liability, General Liability and Professional Liability coverages.
6. The Professional Consultant acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. The professional consultant is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.