PUPIL PERSONNEL SERVICES
10 Gerstein Street, Croton-on-Hudson, NY 10520

TEL: (914) 271-6675 FAX: (914) 271-8685

REQUEST FOR PROPOSALS

RFP 2026-27 R04
Behavioral Consultation Services
(Onsite/Home/Community)
FOR AGES: PRE-K - 22
2026-2027

1. PROJECT DESCRIPTION

1.1 General

The Croton-Harmon Union Free School District (hereinafter the "School District") invites proposals from qualified individuals, firms, and agencies (Proposer) for the provision of Behavioral Consultation Services. Proposer(s) may submit proposals for any or all of the services for which they are qualified to provide. Under this solicitation, the Board of Education intends to select qualified individuals or agencies to perform the services for the District.

Proposals must be clearly labeled "**RFP 2026-27 R04 for Behavioral Consultation Services"** and submitted to Denise Harrington-Cohen, Assistant Superintendent for Business, Croton-Harmon Union Free School District, 10 Gerstein Street, Croton-on- Hudson, New York 10520 on or before **November 12, 2026, at 11:00am** prevailing time. **Proposals submitted in response to this RFP must indicate the behavioral consultation services for which the Proposer is submitting the proposal.** There is no express or implied obligation for the District to reimburse responding individuals or agencies for any expenses incurred in preparing quotations. It is the Proposer's responsibility to ensure that its proposal is received by the District in a timely manner. All proposals received after the time stated will not be considered and will be returned unopened to the Proposer.

Proposals submitted in response to this RFP shall be irrevocable for a minimum period of ninety (90) days from the date of the proposal opening. If additional information or clarification regarding the RFP is required, please send your written request for information or clarification to Ms. Rachel DePaul, at rachel.depaul@chufsd.org no later than five (5) days prior to the date fixed for the submission of proposals.

1.2 Site

Services will be provided at various locations throughout the District and/or remotely *via* an audio-video conference platform as agreed and/or in the home and community of the student and/or as directed in writing by the Assistant Superintendent for Pupil Personnel Services or designee for the Croton-Harmon Union Free School District.

1.3 Scope of Behavioral Services

General Responsibilities:

a) The District requires individuals, firms or agencies to provide services to the District's students on an "as needed" basis. Services will be rendered to students receiving instruction in the District's schools; private/parochial schools; or home setting. Special Education Related Services will be provided on an individual or group basis and in accordance with each student's individualized education program ("IEP").

b) Proposers are required to be licensed in the State of New York, if applicable, and qualified to perform the service set forth herein. All individuals and firms performing services for the District must be licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. Proposers must certify that all employees who will perform services pursuant any contract awarded as a result of this request possess documentation evidencing such license qualifications as required by federal, state or local statutes, rules, regulations and orders.

c) All services will be provided in strict compliance with the student's IEP. The special education related service provider will provide the District with a copy of any progress reports, testing and/or observation reports prepared in connection with the students served.

d) Behavioral Consultation Services provider(s) will be responsible for:

1. Services based on individual students' IEPs.
2. The implementation of goals and objectives for the educational services provided as per each individual student's IEP.
3. The completion of progress reports regarding student achievement of objectives as per report card schedules.
4. Provide the Committee on Special Education (CSE) with annual progress reports for each individual student receiving services to be reviewed at each student's CSE meeting, and participate in the CSE meeting upon request.
5. Complete evaluations as per the request of the Assistant Superintendent for Pupil Personnel Services on an as needed basis.
6. Consult with educational and other related services staff to maximize special education related services interventions and ensure carryover of treatment goals.
7. In connection with services rendered to Medicaid-eligible students, the special education related service provider will provide attendance records, notes and assistance to the District for Medicaid billing. This includes all documents that are or may be needed in order to address the requirements of Medicaid in Education.

Behavioral Consultation Services including, but not limited to:

a) The Successful Proposer(s) will work cooperatively with the School District's building administrators, psychologists, speech therapists and teachers to provide research-based, educationally appropriate services to Croton-Harmon students.
b) Hours of service will be determined mutually by the School District and the Successful Proposer(s); so the services can be provided during the hours of operation of the School District in compliance with all mandates of the IEPs of the School's students. Services may also be provided outside of school hours in the home and community. Some services may be provided remotely, if appropriate.
c) The Successful Proposer(s) will provide the basic materials and supplies necessary to conduct behavioral consultation services, excluding any materials specified in a student's IEP.
d) If a child's behavioral consultation services as stated on a student's IEP requires specialized equipment, technology, supplies or materials which are described on the IEP, they will be provided by the School District.
e) The School District shall provide appropriate space to provide behavioral consultation services and for safe storage of equipment, supplies and materials in each building.
f) The Successful Proposer(s) will provide direct services utilizing research-based techniques. including but not limited to applied behavior analysis.
g) The Successful Proposer(s) will provide direct social skills sessions/instruction.
h) The Successful Proposer(s) will provide professional development for teachers of students with autism and clinical staff.
i) The Successful Proposer(s) will conduct functional behavioral assessments and, as needed, behavior intervention plans at the direction of the Assistant Superintendent for Pupil Personnel Services.
j) The Successful Proposer(s) will provide consultation at the written request of the Assistant Superintendent for Pupil Personnel Services regarding specific students with clinical staff members.
k) The Successful Proposer(s) will provide consultation at the written request of the Assistant Superintendent for Pupil Personnel Services regarding specific issues arising within the school building with clinical staff as well as with administrative staff.
l) The Successful Proposer(s) will provide consultation with the Assistant Superintendent for Pupil Personnel Services on topics relevant to the clinical staff and the school district.

All Proposers are required to be certified and/or licensed and qualified to perform the services set forth herein. All Proposers shall, in their individual fields, be certified and/or licensed consistent with the standards established by the New York State Education Department. Proposers shall certify that all such professionals possess documentation evidencing such licenses and/or certifications and qualifications required by federal, state, or local statutes, rules regulations and orders. It is understood and agreed that all services provided pursuant to this Agreement shall be coordinated with the Assistant Superintendent for Pupil Personnel Services or designee of the District. All reports and documents generated in connection with this Agreement shall be provided to the Assistant Superintendent for Pupil Personnel Services or designee of District.

A breakdown of the Croton-Harmon Union Free School District enrollment is provided but not indicative of the number of students requiring behavioral consultation support/services.

School	Enrollment	% of classified students

Carrie E. Tompkins Elementary School	570	15%
Pierre Van Cortlandt Middle School	457	15%
Croton Harmon High School	482	14%
Number of School Psychologists	6	
Number of Special Education Teachers or Behavioral Support Personnel	25	

The above information is for reference only. The District makes no guarantee as to the quantity or volume of services under any resultant contract.

The District requires individuals or firms to provide behavioral consultation services to the District's students on **a scheduled basis**. Services will be rendered to staff and students on Croton Harmon School District properties as well as the potential for virtual consultation sessions with parents and families and services provided in the home and/or community.

The Successful Proposer(s) understands and agrees that it shall comply and is responsible for complying with all applicable Federal, State, and local statutes, rules and ordinances, including the New York State Safe Schools Against Violence in Education (SAVE) legislation. The successful Proposer(s) shall adhere to all requirements and protocols as established by the District and the State Education Department of New York: to wit, but not limited to, fingerprinting. The successful Proposer further agrees and understands that all behavior consultants must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE Legislation prior to providing services to the District.

1.4 Responsiveness and Time Requirements

a. The provider selected is expected to be available by telephone for consultation during normal business hours.

b. The District may require regular or periodic on-site consultation.

c. The District is unable to predict the total amount of time that may be required of the provider. The provider(s) selected will be expected to provide services as required throughout the year.

d. The District may select more than one provider to provide these services.

e. The provider(s) selected understands and agrees that it/they shall provide invoices for services rendered to the District on a monthly basis. Invoices shall include the corresponding purchase order.

2. THE SELECTION PROCESS

2.1 Timetable

The Croton-Harmon Union Free School District is expected to undertake the selection process according to the following schedule:

Deadline for submission of Proposal(s):	November 12, 2026 at 11:00am
Questions due from proposers:	November 5, 2026 by 4:00pm
Selection of successful Proposer(s):	Upon Board of Education approval on or after December 1, 2026
Expected contract preparation and execution:	To be scheduled with the District's legal counsel following selection of successful proposer(s) by the Board of Education.

2.2 Proposal Evaluation Criteria

For this Request for Proposal, the Proposals will be evaluated by the District based on the following Criteria:

1. Quality and completeness of proposal.

2. Experience and qualifications of the Proposer:

   Consideration will be given to Proposers demonstrating strong capabilities, experience, and reputation in providing the professional services described in this RFP. At least three (3) years' experience in the provision of the proposed service(s) for school districts and/or similar organizations is required. Preference will be given to firms with experience in school settings. Proof of licenses and/or certifications must be submitted with each proposal.

3. Staffing:

   The individual capabilities, experience, and reputation of the proposed staff will be considered.

4. Capabilities of Provider regarding specific requirements of the children.

5. Cost to the District.

   Proposers may bid on any or all the services for which they qualify. The evaluation process is designed to award the proposal(s) not necessarily to the Proposers of least cost, but rather to the Proposers with the best combination of attributes for the needs of the target student population, based on the evaluation criteria.

3. CONTRACT

3.1 Term of Engagement

The term of this engagement shall be one (1) school year commencing upon award through June 30, 2027. The School District shall have the option to renew the resultant agreement(s) for four (4) additional one-year terms, upon approval by the Board of Education each year. The District reserves the right to terminate the contract for any reason upon thirty (30) days written notice to the successful proposer(s). No contract becomes binding until the necessary funds have been approved. The successful Proposer(s) will execute a contract with the District in substantial conformance with this RFP and the successful proposal.

3.2 Termination of Contract

Any contract agreed to under this RFP is subject to termination by the District upon thirty (30) days written notice. In the event of termination of the contract by the District, the District's responsibility shall be limited payment for services performed and cost incurred by the organization with the District's consent, prior to termination.

3.3 Services

The Croton-Harmon Union Free School District reserves the right to award a contract for all of the proposed services. Services will be provided to the Croton-Harmon Union Free School District on an "as-needed" basis. A contract award does not guarantee that the service will be utilized during the contract term.

The Proposer understands and agrees that services shall be provided after a purchase order has been issued by the District. The Proposer shall provide invoices for services rendered to the District on a monthly basis. Invoices shall include the corresponding purchase order number. Invoices not accompanied by the corresponding purchase order number will not be paid. All payments will be remitted by ACH.

3.4 Insurance Requirements

The Insurance Requirements are noted in Appendix A.

3.5 Legal Construction

In case any one or more of the provisions contained in this Request for Proposals shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained therein.

3.6 Form of Agreement

Upon award of the contract, the Proposer agrees to enter into a formal written agreement with the District, which agreement shall outline in detail the duties and obligations of the Proposer in connection with the performance of the services to be provided hereunder.

The terms and conditions set forth within the Request for Proposals, including the insurance

requirements, shall be incorporated into the written agreement and shall form a part of the Agreement executed by the Board of Education and the successful Proposer. All contracts must include a Data Security and Privacy Plan that meets the requirements of New York Education Law § 2-d and the Commissioner's Regulations at 8 N.Y.C.R.R. Part 121. All contracts are subject to the review and modification of legal counsel to the District and approval by the Board of Education.

NO CONTRACT BECOMES BINDING UNTIL THE NECESSARY FUNDS HAVE BEEN APPROVED FOR THE FISCAL YEAR DURING WHICH THE CONTRACT IS IN EFFECT.

4. RFP PROCEDURES

4.1 Information and Documents

Questions concerning the RFP should be in writing no later than November 5, 2026 at 4:00pm and directed to:

Ms. Rachel DePaul
Assistant Superintendent for Pupil Personnel Services
Croton-Harmon Union Free School District
10 Gerstein Street
Croton-on-Hudson, New York
914-271-4713
Fax 914-827-3185
rachel.depaul@chufsd.org

4.2 Submission of Proposals

Respondents should submit one (1) original and one (1) copy along with one (1) electronic copy on a flash drive of their proposal. Proposals must be received no later than November 12, 2026 at 11:00am. Proposals must be addressed to:

Denise Harrington-Cohen,
Assistant Superintendent for Business
Croton-Harmon Union Free School District
10 Gerstein Street
Croton-on-Hudson, NY 10520

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

RFP # 2026-27 R04: Proposals for Behavioral Consultation Services
DUE: November 12, 2026 at 11:00am

4.3 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 District at the above address prior to the date and time set for receipt of proposals.

4.4 Right to Reject Proposals

This RFP does not commit the Croton-Harmon Union Free 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 Croton-Harmon Union Free School District intends to award a contract on the basis of the best interest and advantage to the Croton-Harmon Union Free School District as a whole, and reserves the right to accept or reject any or all proposals received as a result of this RFP, to waive any informalities, 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 District to do so. The District may select as the successful Proposer that proposal which is the District's sole discretion and with whatever modifications the District and the Proposer may mutually agree upon, best meets that District's requirements whether or not that proposal is the lowest priced. 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 District, in its sole discretion, shall enter into a contract with the Proposer that it selects as the successful Proposer.

5. PROPOSAL FORMAT AND CONTENTS

5.1 Proposals to Conform to Format and Content

Proposals must be submitted in the format outlined in this section. Each proposal will be reviewed to determine if it is complete prior to actual evaluation. The District reserves the right to eliminate from further consideration any proposal deemed to be non-responsive to the requests for information contained herein. Proposal and any supporting information will not be returned to any Proposer. Each page should state the name of the Proposer in the upper right-hand corner.

5.2 Format

All proposals are requested to include the following structure:

1. *Transmittal Letter (signed by an authorized representative)*

   Provide a short (no more than three (3) pages) letter, signed by an authorized individual. The letter should identify the Proposer's point of contact for the duration of this RFP process and should delineate that the contents of the proposal are valid for at least ninety (90) days.

2. *RFP Deviations*

   Any deviations from specifications should be stated here.

3. *Proposer Qualifications*

   Provide a summary that includes:

   a. Name and Title of individual submitting RFP.

   b. Name of agency, business address, telephone number, fax number and email address.

   c. Provide evidence of individual's or agency's credentials and qualifications in the area of behavioral consultation services to be provided and length of its experience in providing consultancy in general education, co-teaching, special class, and other program models in school districts, if applicable.

d. Curricula vitae

e. Describe the individual's or agency's experience and expertise in performing the behavioral consultation services to be provided.

f. State the name(s) of the officer(s) and associate(s) of the Provider, if applicable.

g. Identify the nature of any potential conflict of interest the individual or agency might have in providing these services to the District.

h. Provide a listing and description of similar contracts awarded with other organizations with dates of service.

i. Provide any other information that might be beneficial to the District in selecting Providers.

j. Provide evidence of insurance as per the attached Appendix A - "Service Provider Insurance Coverage Requirements."

k. <u>Respond to one (1) of the following:</u>

   i. *For those providers practicing as an individual or a partnership*, list all the names and license numbers of each owner as currently registered with the NYS Department of Education;

   ii. *For those providers practicing as a business corporation*, identify the corporate name and the registration number on file with the NYS Department of Education;

   iii. *For those providers practicing as a Professional Corporation* (P.C.), list the names of the stockholders and officers of the P.C. and the license number for each registered with the NYS Department of Education; or

   iv. *For those providers practicing as any other authorized legal entity*, list all the names and license numbers of the members as currently registered with the NYS Department of Education.

l. Number of institutions in New York State where the Proposer provides similar services.

m. References for at least three school districts or institutions of similar size, preferably in Westchester County or New York State. Include the name of the district or institution, contact name, address, phone number, fax number, size of district or institution, and brief description of services provided.

4. Price Proposal

On the "Form of Proposal", Appendix B, provide your best price for meeting the needs of this Request for Proposals. Include a separate sheet detailing descriptions of all that is included for the prices noted.

This section shall include the proposed cost/rate and unit of payment (ex. per hour) to provide

the behavioral consultation and evaluation service(s) offered by Proposer. A rate sheet may be attached. Note: if the unit of payment is "per session," indicate the duration of the session (for comparison) or "per group" indicate the number of students. Please clearly delineate the specific service that is to be provided to the District along with the aforementioned price structure.

Include any other cost and price information that would be contained in a potential agreement with the District.

The District reserves the right to retain Provider for any of the services described herein, or any portion thereof, on the basis of the individual per session cost, the aggregate session costs, or any combination thereof, whichever is in the best interest of the District as determined by the Board of Education.

The District intends to select individuals or firms that, in its opinion, best meet the District's needs. Therefore, the professional services described herein may be awarded, at the Board of Education's discretion, on the basis of factors other than cost, including, but not limited to, qualifications, recommendations, merit, continuity of services and experience.

5. *Appendices (if any and as appropriate)*

Include any other information you feel to be important for your proposal.

If your firm provides Behavioral Services in addition to the services listed in this Request for Proposals, please list those services and include appropriate pricing in hourly rates. The District, at its discretion, may award contract(s) according to the same terms as noted herein for any of the additional services.

Appendix A

Service Provider Insurance Coverage Requirements:

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.

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 including Workers Compensation.

c. Additional insured status for General Liability coverage 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 to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.

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.

c. Coverage for Sexual misconduct must be affirmed. There will be no coverage restrictions and/or exclusions involving Sexual Assault and Molestation related claims.

4. The professional consultant agrees to indemnify the District/BOCES for applicable deductibles and self-insured retentions.

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
$1,000,000 Sexual Misconduct and Assault
$100,000 Fire Damage
$10,000 Medical Expense

Coverage for sexual misconduct must be affirmed. Sub-limits below the policy limits for sexual misconduct coverage are acceptable solely at the discretion of the District.

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**
$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Auto Liability (where applicable), 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 and subjects it to liability for damages, indemnification and all legal remedies available to the District. The professional consultant is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the District.

If the Professional Consultant or Healthcare Provider utilizes independent contractors, then they must provide verification that coverages extend to the independent contractors. If Independent Contractors are required to provide Professional Errors and Omissions coverage of their own, then proof of this coverage must be provided

Appendix B - Proposal Sheet

Name of Proposer _____

Contact Name and Title _____

Address _____

Telephone # _____ Fax # _____

Website/E Mail _____ Fed Id # _____

Type(s) of Related Service and Rate Information for each type of Related Service that would be included in a potential agreement with the District (or attach rate sheet):

Initial Behavioral Evaluation: _____ Rate Information: _____

Participation in CSE/CPSE Meetings: _____ Rate Information: _____

Telephone/Video conference Consultation: _____ Rate Information: _____

In-person Consultation: _____ Rate Information: _____

Professional Development: _____ Rate Information: _____

Other Service (Describe): _____ Rate Information: _____

Other Service (Describe): _____ Rate Information: _____

EQUAL OPPORTUNITY CERTIFICATION

The Croton-Harmon Union Free School District ("District") is committed to furthering the principles of equal employment opportunity of all employees and applicants for employment without regard to age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, military status or domestic violence victim status. The District also acknowledges its legal and ethical obligation to protect the right of all persons to work in an environment free from discrimination, harassment, and retaliation. Accordingly, the District will promote the realization of equal employment opportunity through the adoption of specific practices designed to ensure that all employment decisions shall be non-discriminatory, including decisions regarding recruiting, hiring, promotions, terminations, and other terms and conditions of employment.

The Proposer submitting this RFP hereby acknowledges that discrimination is prohibited on account of age, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, military status, or domestic violence victim status in employment under this Contract:

a) in the hiring of employees to work under this Contract or Subcontract hereunder, no Proposer nor any person on behalf of such Proposer shall by reason of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, military status, or domestic violence victim status, discriminate against any person who is qualified and available to perform the work to which employment related; and

b) no Proposer or any person on behalf of such Proposer will in any manner discriminate against or intimate employees hired for the performance of work under this contract on account of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, predisposing genetic characteristics, marital status, military status, or domestic violence victim status.

PROPOSER CERTIFICATION

Name and Title: _____

_____ _____

Signature Date

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:_____

-FORM OF DISCLOSURE-
CROTON-HARMON UNION FREE SCHOOL DISTRICT

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

Name Title

1. Does any Croton-Harmon Union Free School District 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 Croton-Harmon Union Free 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 Croton-Harmon Union Free School District Board Member, administrator, or staff member whose relation possesses 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: _____

NON-COLLUSIVE PROPOSAL CERTIFICATION

Proposer Name _____

Business Address _____

Telephone Number_____ Fax Number_____

Date_____

1. General Certifications
   The proposer certifies that he/she/it/they will furnish, at the prices herein quoted, the materials, equipment and/or services at the prices proposed.

1. NON-COLLUSIVE CERTIFICATION
   By submission of this proposal, the proposer certifies that he is complying with Section 103-d of the General Municipal Law as follows:
   (a) By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization under penalty of perjury, that to the best of 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;

      1. 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

      2. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

   (b) A proposal shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the proposer cannot make the foregoing certification, the proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the proposal shall not be considered for award not shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

   The fact that a 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 proposed, does not constitute, without more, a disclosure within the meaning of subparagraph (a) 1.
   Where such proposal contains the non-collusive certification set forth above, it shall be deemed to have been authorized by the board of directors of the proposer, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Signature (Authorized)

_____

Name (Print)_____

Title _____

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

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added provisions to the State Finance Law (SFL), §165-a and General Municipal Law (GML) §103-g effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) has developed a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) that is posted on the OGS website.

By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer certifies that Proposer is not included in the prohibited entities list posted on the OGS website, it will not utilize on a contract to be awarded pursuant to this Request for Proposal any subcontractor that is identified on the prohibited entities list. Additionally, any Proposer seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

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

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

Signature: _____ Date: _____

Affirmed to me this _____ day of _____, 20_____

Notary Signature: _____ Date: _____

THIS FORM MUST BE SIGNED AND NOTARIZED
*****SUBMIT WITH PROPOSAL*****

HOLD HARMLESS AGREEMENT

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE BIDDER AGREES TO HOLD HARMLESS AND INDEMNIFY THE CROTON-HARMON UNION FREE SCHOOL DISTRICT, ITS BOARD OF EDUCATION, ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE CROTON-HARMON UNION FREE SCHOOL DISTRICT, 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 BIDDER, ITS AGENTS, SERVANTS OR EMPLOYEES OR ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR PERFORMANCE UNDER THE CONTRACT HOWEVER CAUSED;

B. ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY ACT, DEFAULT, ERROR, OR OMISSION OF THE CONTRACTOR, ITS AGENTS, SERVANTS, OR EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT.

THE ASSUMPTION OR INDEMNITY, LIABILITY AND LOSS HEREUNDER SHALL SURVIVE CONTRACTOR'S COMPLETION OF SERVICE OR OTHER PERFORMANCE HEREUNDER AND ANY TERMINATION OF THIS CONTRACT.

THE CONTRACTOR AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY SUCH LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE CROTON-HARMON UNION FREE SCHOOL DISTRICT, ITS BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE CROTON-HARMON UNION FREE SCHOOL DISTRICT ON ANY CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGMENT THAT MAY BE RENDERED AGAINST THE CROTON-HARMON UNION FREE SCHOOL DISTRICT, ITS BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE CROTON-HARMON UNION FREE SCHOOL DISTRICT.

THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM OR DEMAND, OR WHATEVER NAME OR NATURE, NOTWITHSTANDING THAT CONTRACTOR MAY DEEM THE SAME TO BE FRIVOLOUS OR WITHOUT MERIT. IT IS INTENDED THAT THIS AGREEMENT BE INTERPRETED IN THE BROADEST MANNER POSSIBLE SO AS TO INSULATE 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 CONTRACTOR.

Subscribed and sworn to before me
This ____ day of _____, 20__

_____
Notary Public
Commission Expires: _____

_____
(Person, Agency or Corporation)

_____
(Authorized Signature)