

SYOSSET CENTRAL SCHOOL DISTRICT

REQUEST FOR PROPOSAL

TITLE: Environmental Consultant

DATE OF OPENING: June 5, 2018

TIME: 11:00 a.m.

To All Providers:

Please submit a sealed proposal for Environmental Consultant Services for the Syosset Central School District regarding the review and analysis of a Draft Environmental Impact Statement of a proposed mixed use development project located within the School District. The School District will receive sealed proposals on, or prior to **11 a.m.** on June 5th 2018. Proposals received after stated date will be returned to the sender, unopened. Proposals must be submitted in a sealed envelope plainly marked on the outside:

Title: Environmental Consultant

Proposals shall be irrevocable for a minimum period of forty-five (45) days from the date of proposal opening. Alterations to said proposals must be submitted in writing prior to the date of opening. Consideration shall be given only to those alterations, which may be caused by unforeseen circumstances beyond the control of the firm submitting said proposal. The Purchasing Agent or her designee shall make such determination.

The Syosset Central School District Board of Education reserves the right to reject any or all proposals that it considers not to be in the best interest of the School District. Please read the attached material carefully before submitting your proposal. Incomplete proposals may not be considered.

Thank you very much for your cooperation.

Gail Knoph, Purchasing Agent
Syosset Central School District

Provider Name: _____

Request for Proposals for Environmental Consulting Services

**Syosset Central School District
99 Pell Lane
Syosset, New York 11791**

Proposals Due: June 5, 2018 at 11:00 am

The Board of Education, Syosset Central School District ("School District") is issuing this Request for Proposals (RFP) for the selection of an Environmental Consulting Services firm(s) to provide consultant services in connection with the work identified herein and such other projects the School District may require. You are invited to submit proposals in accordance with this RFP.

The Board of Education reserves the right to award one or more contracts as a result of this RFP.

1. Description of the School District

The Syosset Central School District is a public school district located in the County of Nassau that currently serves approximately 6,540 K-12 students housed in seven elementary schools; two middle schools and 1 high school; Syosset High School, South Woods Middle School, Harry B. Thompson Middle School, Baylis Elementary School, Berry Hill Elementary School, Robbins Lane Elementary School, South Grove Elementary School, Village Elementary School, Walt Whitman Elementary School and Willets Elementary School. The objective of the RFP is to solicit proposals from qualified Consultants to provide Consulting Services for the Syosset Central School District as described herein.

2. General Proposal Requirements

Submissions should emphasize the firm's (vendor's) significant past experience in providing specifically defined and varied environmental consulting services for elementary and high school educational facilities in a complete, effective and expeditious manner. Firms responding to this RFP must be qualified and maintain required and appropriate licenses, certifications and accreditation in the Environmental Consulting & Related Environmental Services performed. Firms must have a New York State Licensed Engineer on staff, or via a sub-consultant, and must identify these individuals with evidence of relevant project experience. The submitting firm shall provide within their submittal, a list of their proposed team, both management and field technicians, to be

utilized during the term of the agreement and indicate if they are employees or sub-consultants. The Following represents the general requirements of this RFP.

3. Scope of Services

The Syosset Central School District is requesting proposals from licensed and qualified Environmental Consultants to provide Environmental Consulting services to the School District in connection with an environmental review of a mixed use development project being proposed by a private developer located at the Northeast Corner of the Long Island Expressway North Service Road (Miller Place) and Robbins Lane, Hamlet of Syosset, Town of Oyster Bay, Nassau County New York known as "Syosset Park" (the "Proposed Project") and any potential environmental impacts that the Proposed Project will have on the School District and its facilities located in proximity to the Proposed Project.

The Proposed Project includes the creation and adoption of zoning and land use actions to permit the development of a mixed-use community on a 92.8+/- acre site in the hamlet of Syosset, Town of Oyster Bay, New York. The northern boundary of the site is directly adjacent to the South Grove Elementary School of the Syosset Central School District and located south of the Robbins Lane Elementary School. According to the published Draft Environmental Impact Statement ("DEIS"), the 92.8± acres are composed of approximately 39 acres which comprised the former Cerro Wire and Cable Company (Cerro Wire) property (Cerro Wire Property) (western portion) and approximately 53.8 acres that are occupied by various Town facilities, including but not limited to, the Town of Oyster Bay Department of Public Works (DPW), Highway Department, Town Animal Shelter and former Syosset Landfill (collectively known as the "DPW Site").

The DEIS for the Proposed Project was accepted by the Town of Oyster Bay as complete at its March 27, 2018 meeting. The full text of the DEIS and the appendices to the DEIS can be located at <http://oysterbaytown.com/information-syosset-park-draft-eis/>. The School District intends to submit comments to the Town of Oyster Bay regarding the impact that the proposed project has on the School District and its operations by the close of the comment period, i.e. July 31, 2018. **The Vendors' review of the DEIS and the environmental impacts of the Proposed Project on the School District and its operations, including its evaluation, analysis and reports must be completed and submitted to the District by no later than July 15, 2018.**

In connection with the Vendor's review of the DEIS, and any other ancillary or related documents or materials concerning the Proposed Project, the Vendor shall be responsible

to provide professional environmental consulting services under its contract with the School District which shall **include, but not be limited, to the following:**

A. REVIEW AND ANALYSIS OF PAST ENVIRONMENTAL AND HAZARDOUS MATERIAL TESTING, including but not limited to:

1. Review of the history of the Proposed Project site and evaluation of any environmental testing undertaken at the Proposed Project site;
2. Recommendations for additional testing that may be necessary to protect the health and safety of the students and staff at the school facility(ies) located in proximity to the Proposed Project site;

B. REVIEW AND ANALYSIS OF ENVIRONMENTAL COMPONENTS AND CHARACTERISTICS OF THE PROPOSED PROJECT IDENTIFIED IN THE DEIS AND ANY IMPACT TO THE SCHOOL DISTRICT, including but not limited to:

1. Environmental Review and Analysis of all relevant sections of the DEIS to determine the potential impact of the Proposed Project on the School District during construction and operation, including but not limited to:
 - a. Public health
 - b. Air Quality
 - c. Traffic analysis
 - d. Noise levels
 - e. Community Facilities
 - f. Water supply
 - g. Any other relevant sections of the DEIS that the Vendor deems relevant.
2. Review and analysis of the sufficiency of proposed mitigation measures and impact avoidance included in the DEIS as it relates to the protection of the health and safety of School District students, staff and surrounding community and recommendations for modification to same.

C. ANNUAL REVIEW OF ANY TESTS UNDERTAKEN AT THE PROPOSED PROJECT SITE, including but not limited to:

1. Review of the findings of any environmental tests undertaken by any governmental agency having jurisdiction over the site;
2. Review of requirements for testing to be undertaken at the Proposed Project Site;

D. ONGOING REVIEW OF ANY ADDITIONAL DOCUMENTS RELATED TO THE PROPOSED PROJECT.

A written report shall be required to be submitted to the School District for each of the above-referenced sections.

4. Vendor Profile (written satisfactory proof of the following must be included with the RFP)

The Vendor must provide documentary evidence of their experience in environmental training, consulting, testing and laboratory services. In setting forth its qualifications, each Vendor shall provide written documentation, in concise but adequate detail of its:

- A. Firm's Experience: Provide documentary evidence that the Vendor has a minimum of five years' experience in providing the consulting services described above to elementary and high school districts, BOCES, or other multi-function educational institutions or agencies of similar size and occupancy.
- B. Officers & Associates: State the names of the Vendor's officers and associates.
- C. Size & Location: State the size of the organization, the size of the organization's in-house consulting staff (management and field technicians), and the location of the office from which the services will be provided, indicate whether the proposed staff are employees or sub-consultants.
- D. Key Personnel & Other Staff: State the names and provide resumes of all partners, associates, and key staff that might be assigned to provide services pursuant to this RFP; identify any sub-consultants that may be utilized as part of the proposed team. Also provide the number and names of other staff (both management and field technicians) that may provide the services for this RFP. Identify if individuals are employees or sub-contractors.
- E. Conflict of Interest and Independence: The Vendor must disclose all conflicts of interest both in fact and/or in appearance, including but not limited to any work that the Vendor has performed for all parties involved and related to the "Proposed Project". In addition, the Vendor shall give written notice of any professional relationships giving rise to potential conflicts of interest entered into during the period of the contract. The Vendor shall further refrain from undertaking any work and/or services that may be considered a conflict during the period of the contract. The Vendor shall identify the nature of any potential conflict of interest the Vendor may have in providing environmental consulting

services to the School District and shall fully disclose any conflicts of interest, actual or potential, that might arise in connections with the Vendor's association with the School District. At a minimum, the proposers should refer to the DEIS and review all parties that participated in the review and/or preparation of the DEIS and any parties and/or agencies that are required to undertake a review of said DEIS. Please also refer to the Conflict of Interest Certification form, which must be completed and included in the RFP submission. The Vendor shall require that any sub-consultant of the Vendor provide all such disclosures and potential conflicts of interest and shall further require that each sub-consultant of the Vendor complete all requirements herein for any portion of the work undertaken by the sub-consultant on behalf of the Vendor.

- F. Non Discrimination – Neither the Vendor nor the Consultant will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.
- G. Length Providing Relevant Services: Provide information on how long the vendor has been in business and length of its experience in the requested Consulting Services.
- H. Quality of Staff: Indicate how the quality of staff over the term of the Contract will be assured.
- I. Disciplinary Actions: Provide information on the circumstances and status of any disciplinary action taken or pending against the Vendor related to work performed during the past three (3) years with NYS DOL or USEPA.
- J. Professional Affiliations: Provide a list of the Vendor's memberships in education related associations, e.g. the New York State Association of School Business Officials, and the National Association of School Business Officials.
- K. Special Expertise: Describe any subjects related to this service in which the Vendor has special expertise that will benefit the School District and the nature of that special expertise.

- L. General School Experience: Provide a general summary of the firm's experience with public school districts, BOCES, and other educational organizations. Please state the nature of that experience and provide a list of all current educational clients. Provide information on the Vendor's experience in inspection, preparation, assessment and review of Environmental Impact Statements and the impact to schools and their communities. Include details pertaining to experience in the interpretation of testing data and preparing recommendations, public presentations to boards and public meetings, submissions of reports and findings to governmental agencies, and results of any governmental audits performed on your work that was prepared for a school district. The submission shall include a sample report prepared by your company.
- M. Specific School References: Provide the name, address, and telephone number of at least five (5) references for whom you have performed similar work. In addition to references from past projects at school districts include references from five (5) architects, engineers and/or construction managers for whom the Vendor has performed similar work in schools.
- N. Additional Information: Provide any other information that would assist in determining a qualified Vendor.
- O. Project Specific School Experience: The Vendor must list the most significant service engagements performed in the last five years that are similar to the services described in this RFP, i.e. review of DEIS and related impacts of proposed projects on the community, and indicate the scope of services, date, and the contract name, address, assigned personnel and telephone number of the principal client contact. The School District may contact the Vendor's clients to determine the quality of services performed and personnel assigned to those services.
- P. Project Organization: Provide an organization chart depicting the name, title and function of the proposed staff for this Term Agreement. The chart shall identify the New York State Licensed Engineer(s) and their titles and responsibility. The organizational chart should also be arranged to display the lines of authority for key and senior personnel. It should also be noted if listed personnel are employees or subcontractors.

6. Special Conditions & Requirements

A. The School District reserves the right to add or delete tasks from the Scope of Work and individual task orders.

B. All consulting protocols shall conform to all applicable regulations, accreditation and guidelines.

C. The Vendor will be required to provide consulting services, project advice and management, interpretations of applicable laws, rules and regulations. The Vendor will be able to provide services indicated in the scope of services consistent with regulatory standards and recommended guidelines, report findings and recommend plans of action as required. Proper documentation will be provided by the Vendor to ensure that all work complies with applicable regulations.

D. Vendor must supply a vendor profile as noted above.

E. Vendor profile must include copies of permits, licenses, certifications and accreditation certificates, evidence of insurance necessary to successfully perform any and all of the referenced services in this RFP.

F. Vendor must supply a description of his or her quality assurance/quality control procedures.

G. Credentials must include NYSDOH ELAP, NVLAP and AIHA certifications for applicable analysis.

H. Vendor profile shall provide evidence of professional competency in scope of services listed in this RFP.

I. Credentials must include one or more New York State Licensed Engineer(s)

J. Shall not employ any District employee in any capacity without prior written approval from the School District.

K. Must immediately inform of any change in accreditation/certification status. Failure to do so will result in the cancellation of the contract.

7. Request for Proposal Submission

A. Vendors must submit an original proposal (identified as such) and two (2) copies in a sealed envelope and must indicate the following information on the outside of the package:

1. Vendor's name and address
2. RFP title
3. RFP due date

Vendors must submit the proposal by 11:00 am on June 5, 2018 to:

Syosset Central School District
Administration Building
99 Pell Lane
Syosset, New York 11791
Attention: Purchasing Agent, Gail Knoph

B. Questions concerning the RFP should be submitted via email to bids@syossetschools.org by 11:00 a.m., May 30, 2018.

C. All material submitted in response to this RFP will become the property of the School District upon the opening of this RFP.

D. There is no expressed or implied obligation to reimburse Vendors for any expenses incurred in responding to this RFP, including, but not limited to preparing proposals, attending a pre-proposal conference, attending entrance and exit conferences, or interview(s).

E. Proposals shall not be excessively long or submitted in an elaborate format that includes expensive binders or graphics. Unnecessary attachments beyond those sufficient to present a complete, comprehensive, and effective response will not influence the evaluation of the proposal.

F. Submission of a proposal indicates acceptance by the Vendor of the terms and conditions contained in this RFP.

G. Any proposal may be withdrawn or modified by written request of the Proposer, provided that such request is received by June 4, 2018 at the above address prior to the date and time set for receipt of proposals.

H. 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 proposal 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 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 School District, in its sole discretion, shall enter into a contract with the proposer that it selects as the successful professional.

8. Site Visits

Site visits are not mandatory but strongly encouraged. Proposers may visit the District's facilities by making an appointment with Greg Hamilton, Executive Director of Operations at 516-364-5671 or ghamilton@syossetschools.org. Site visits will not be permitted without an appointment.

9. Proposal Evaluation Criteria

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

A. Experience and Qualifications of the Proposer: Consideration will be given to proposers demonstrating strong capabilities, experience and reputation with public school districts serving children in grades K-12. Proposals must demonstrate successful experience with the review of environmental impacts on school districts and their operations.

B. Proposer shall have at least 5 years' experience in providing of Environmental Consultation Services, including those described herein, to public school districts serving children in grades K-12.

C. Responsiveness: Proposers must demonstrate a consistent ability to be responsive and carry out the tasks and responsibilities that may be required by the School District.

D. Ability to complete the project within the required timeframe, i.e. July 15, 2018.

10. Proposal Organization and Format

The proposal must be submitted in two sections. In the first section, the Vendor must provide the General Proposal Requirements, as required. In the second section, the Vendor must complete the Cost Summary Sheet, where the Vendor must provide the total cost fee attributed to each specific service as applicable.

Incomplete submissions may not be considered for award.

Proposals shall be in plain typeface and submitted on 8.5 by 11-inch paper. The Vendor is required to organize the proposal in the following manner:

Section 1

A. Title Page— Indicate that the document is a **“Proposal for Environmental Consulting Services”** and include the following:

1. Date;
2. Vendor name;
3. Main address;
4. Local address;
5. Telephone number;
6. E-mail; and
7. Contact Person

B. Table of Contents

C. Letter of Transmittal— The letter of transmittal shall include the following:

1. A brief certification that the Vendor has read and understood the RFP specifications
2. A statement with respect to Vendor’s commitment to perform the services within the time period and in accordance with RFP specifications
3. A statement with respect to why the Vendor believes it is the best qualified to perform the services
4. A statement that the proposal is a firm and irrevocable offer
5. A statement that the Vendor does not have any relations with any other entity and/or individual related to the Proposed Project and that there are no conflicts or any potential conflicts of interest if awarded the RFP.

D. Vendor Profile (To include written documentation to demonstrate satisfactory proof of the requirements above)

E. References

F. Proof of Insurance Requirements

G. Addenda – As applicable

Section 2

A. Cost Summary Sheet (Attachment # 1)

The proposed cost must be submitted on the provided Cost Summary Sheet (Attachment #1). The cost shall contain all pricing information relative to performing the consulting services as described in this Request for Proposal. The prices shall contain all direct and indirect costs including all out-of-pocket expenses and shall be valid for the term of the contract. The School District shall not be responsible for expenses incurred in preparing and submitting the request for proposal. Such costs shall not be included in the proposal. The Vendor shall certify that the person signing the proposal is entitled to represent the firm, empowered to submit the proposal, and authorized to sign a contract. **Please be aware that multiple Vendors may be awarded and the estimated work as specified in the scope of services would be distributed among the selected vendors.**

11. Interview

The School District may invite potential Vendors via telephone or in person, to participate in an interview for additional information. Said interviews shall be at the sole discretion of the School District. In the event that the School District determines that it will conduct said interviews, the School District will make reasonable attempts to schedule each interview at a time that is agreeable with the Vendor. The failure of the Vendor to report at agreed time/place may result in rejection of the Vendor's proposal.

The School District's receipt or discussion of any information submitted in response to the RFP including information submitted during discussions after said submittal (including ideas, options, other material communicated or exhibited on the Vendor's behalf (or on the School District's behalf) does not impose any obligation whatsoever on the School District or entitle the Vendor to any compensation thereof for such services. Any information given by the Vendor, either orally or in writing is not given in confidence and may be used or disclosed to others for any purposes at any time without obligation or compensation and without liability to the School District of any kind, whatsoever.

12. Form of Agreement

By submission of a proposal, the proposer understands and agrees that the terms and conditions set forth in the within Request for Proposals shall be incorporated into the form of agreement between the Board of Education and the successful proposer.

The terms and conditions set forth in the within RFP shall be incorporated into the Form of Agreement and shall form a part of the Agreement executed by the Board of Education and the successful proposer. The terms of said agreement are annexed to this RFP at Exhibit A. **The successful proposer will be required to execute the Agreement annexed hereto as Exhibit A.** The School District reserves the right to amend the terms of the attached agreement.

13. Term of Agreement

All contracts will be effective from the date of award through completion of the services as described herein. The Board of Education reserves the right to renew this agreement annually for up to three additional one year terms. The School District reserves the right to terminate the contract without cause, with seven (7)) days written notice to the successful proposer.

14. Non-Appropriation

In accordance with the New York State Education Law (§1725, §1725-a, and §1950), and §109-b of the General Municipal Law, all contracts executed as a result of this RFP may include standard language regarding “non-appropriation and cancellation for convenience.” In the event that the School District must terminate a contract for non-appropriations of funds, the School District agrees to pay all outstanding balances, plus earned interest to the date of cancellation, provided said balances are not in dispute. Unearned interest shall not be charged and no other charges including, but not limited to, penalty charges, service charges, or early payment charges may be assessed.

15. Freedom of Information Law

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer’s competitive position or constitute a trade secret. Proposers who have a good faith belief that the information submitted in their proposals is protected from disclosure under the

New York Freedom of Information Law must clearly identify the pages of the proposals containing such information by typing in bold fact on the top of each page, **"THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW."** The District assumes no liability for disclosure of information so identified, provided that the District has made a good faith legal determination that the information is not protected under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

NAME & ADDRESS OF PROPOSER: _____
(please print)

FEDERAL EMPLOYEE ID # _____

TELEPHONE NUMBER: () _____

FAX NUMBER () _____

EMAIL ADDRESS _____

SIGNATURE & TITLE _____
(signature)

(please print name)

Date

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

ATTACHMENT #1 COST SUMMARY SHEET

SCOPE OF SERVICES (**SEE SECTION 3 OF RFP**)	LUMP SUM COST
ITEM 3(A) AND 3 (B) and all subparagraphs (review and analysis of past environmental and hazardous material testing and review and analysis of environmental components and characteristics of the of the proposed project identified in the DEIS and any impact to the school district))	\$
ITEM 3(C) and all subparagraphs (annual review of any tests undertaken at the proposed project site)	\$
ITEM 3(D) (ongoing review of any additional documents related to the proposed project)	\$

The School District reserves the right to award individual and/or multiple contracts for the services requested in its discretion. All other consulting services will be billed at the hourly rate commensurate with the level of expertise required and will be in accordance with the below Hourly Rate Fee Schedule.

Principal	\$
Vice President	\$
Associate	\$
Project Director	\$
Senior Project Manager	\$
Project Manager	\$
Senior Environmental Scientist/ Senior Hydrogeologist	\$
Senior Environmental Planner/ Project Hydrogeologist	\$
Senior Environmental Analyst	\$
Environmental Analyst/ Senior Environmental Technician	\$
Environmental Technician II/ Environmental Planner	\$
Environmental Analyst/ Environmental Technician I	\$
Draftsperson/Technical Typist	\$

NON-COLLUSIVE FORM
PROPOSAL CERTIFICATIONS

Firm Name _____
Business Address _____
Telephone Number _____
Date of Proposal _____

I. General Proposal Certification

The proposer certifies that he will furnish, at the prices quoted, the materials, equipment and/or services as proposed on this Request for Proposals.

II. Non-Collusive Proposal Certification

The following statement is made pursuant to Section 103-D of the General Municipal Law, as amended by Chapter 675 of the Laws of 1966, and Section 139-D of the State Finance Law, as amended by Chapter 675 of the Laws of 1966, and Section 2604 of the Public Authorities Law, as amended by Chapter 675 of the Laws of 1966. By submission of this proposal, the proposer certifies that he/she 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 proposer and affirmed by such proposer as true under the penalties of perjury:

Non-collusive proposal certification.

- (a) By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and,
 3. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
- (b) A proposal shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the proposer cannot make the foregoing certification, the proposer shall so state and shall furnish with the reasons 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 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 requested for proposal, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any proposal hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate proposer for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such proposal contains the certifications referred to in subdivision II of this section, shall be deemed to have been authorized by the board of directors of the proposer, and such authorization shall be deemed to include the signing, and submission of the proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of corporation.

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

Signature of Proposer: _____

Title: _____

Sworn to before me this
_____ day of _____, 2018

NOTARY PUBLIC

SYOSSET CENTRAL SCHOOL DISTRICT

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 proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Proposer/Contractor, any person signing on behalf of any Proposer/Contractor and any assignee or subcontractor and, in the case of a joint proposal, 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 Proposer/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Proposer/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Proposer/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 Proposer/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 Proposer/Contractor in default. The School District reserves the right to reject any proposal or request for assignment for a Proposer/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 Proposer/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
Proposer/ Contractor nor any proposed subcontractor is identified on the
Prohibited Entities List.

SIGNED

SWORN to before me this
____ day of _____, 2018

NOTARY PUBLIC

SYOSSET CENTRAL SCHOOL DISTRICT
DECLARATION OF PROPOSER'S INABILITY TO PROVIDE
CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Proposers shall complete this form if they cannot certify that the proposer/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 proposer.

Name of the Proposer: _____

Address of Proposer: _____

Has proposer 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 proposer 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 proposer and proof of the adopted resolution, if any and a copy of the formal plan. _____

In detail, state the reasons why the proposer 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.

SWORN to before me this

_____ day of _____, 2018

NOTARY PUBLIC

SYOSSET CENTRAL SCHOOL DISTRICT
CONFLICT OF INTEREST CERTIFICATION

Name of Vendor: _____

Business Address: _____

Telephone Number: _____

The Vendor above mentioned declares and certifies:

- First: That the said Vendor is of lawful age and the only one interested in this proposal, and that no one other than said Vendor has any interest herein.
- Second: That this proposal is made without any previous understanding, agreement or connection with any other person, firm, or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.
- Third: That no member of the Board of Education of the Syosset Central School District nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the supplies, materials, equipment, work, or services to which it relates, or in any portion of the profits thereof.
- Fourth: That the Vendor has reviewed the "Proposed Project" as identified in the School District's RFP, including the Draft Environmental Impact Statement and all parties that participated in the review and/or preparation of the DEIS and any parties and/or agencies that are required to undertake a review of said DEIS.
- Fifth: That the Vendor has fully disclosed all conflicts of interest both in fact and/or in appearance, including but not limited to any work that the Vendor has performed for all parties involved and related to the "Proposed Project" as identified in the School District's RFP.
- Sixth: That the Vendor has provided written notice of any professional relationships giving rise to potential conflicts of interest arising from the services requested by the Syosset Central School District.
- Seventh: That the Vendor shall refrain from undertaking any work and/or services that may be considered a conflict during the period of the contract.
- Eighth: That said Vendor has carefully examined the instructions, schedules, and specification prepared under the direction of the Board of Education, and will, of successful in this proposal, furnish and deliver at the prices proposed and within

the time stated, all materials, supplies, apparatus, goods, wares, merchandise, services, or labor for which this proposal is made.

- Ninth: That the prices quoted are net and exclusive of all federal, state and municipal sales and excise taxes.
- Tenth: The non-collusive bidding certification applies to this proposal.
- Eleventh: That the undersigned representative of the Vendor has the authority to make these representations required herein and bind the Vendor with respect thereto.

Signature

Print Name and Title

Sworn to before me this
_____ day of _____ 2018

NOTARY PUBLIC

SYOSSET CENTRAL SCHOOL DISTRICT
DISCLOSURE FORM

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

Name

Title

1. Does any Syosset Central 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 Syosset Central 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 Syosset Central 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: _____

EXHIBIT "A"

THIS AGREEMENT made as of the ____ day of _____, 2018 between the Owner, Board of Education of the Syosset Central School District, with offices for the transaction of business located at 99 Pell Lane, Syosset, New York 11791, and the Consultant, _____ with offices for the transaction of business located at _____.

ARTICLE 1 **SCOPE OF CONSULTANT'S SERVICES**

- A. The Consultant shall provide environmental consulting services as set forth in Appendix B.
- B. The Consultant shall designate _____ as the principal in charge of administering the work to be performed hereunder.
- C. The Consultant will be expected to administer all environmental project management related tasks including but not limited to sub-consultant management, invoicing, and monthly progress reporting and preparation of public meeting materials.
- D. Assistance and consultation with local, state and federal authorities having jurisdiction over the Proposed Project.
- E. At the request of the Owner and as necessary to complete the scope of services described herein, the Consultant may be requested to provide technical support and project coordination in connection with the following:
 - a. Attend meetings and hearings;
 - b. Provide detailed time schedules and cost estimates relating to environmental services;
 - c. Coordinate on behalf of the Owner with local, state and federal environmental agencies;
 - d. Retain the services of any other sub-consultants, laboratories and/or contractors as necessary to perform the work of this contract;
 - e. Provide any other environmental analysis and/or technical support required to complete the scope of services described herein and as requested by the Owner.
- F. The Owner may request additional services of the Consultant as needed.
- G. Consultant shall provide to the Owner and its designee(s) written reports including actual analysis, summary of findings and recommendations.
- H. All Services will be provided pursuant to the terms set forth herein. In addition, the Consultant shall adhere to the relevant schedule, milestones and acceptance criteria as it pertains to the work of this contract and the attached Request for Proposals.
- I. The Consultant shall review all pertinent information necessary for it to perform the services as contemplated by this Agreement. The Consultant shall consult with all local and governmental agencies that have jurisdiction over the activities to be conducted in connection with this Agreement as necessary.

ARTICLE 2
STANDARD OF CONSULTANT'S SERVICES

A. The Consultant agrees to provide professional services that reflect the standard of professional care that is customary for environmental consultants. The Consultant shall not deviate to a lesser standard of care.

B. The Consultant shall work cooperatively and in conjunction with the Owner, its representatives and other consultants engaged by the Owner in connection with the Project in the performance of the work of this Agreement.

C. The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care.

D. The Consultant and its staff assigned to conduct the services described herein shall collectively possess adequate professional proficiency for the tasks required. The Consultant and its staff shall use due professional care in the provision of the services rendered to the Owner.

E. All documents prepared by the Consultant shall comply with all applicable laws, statutes, ordinances, codes, orders, rules and regulations in effect at the time said documents are prepared.

F. Any documents furnished by the Consultant which contain errors or omissions shall be promptly corrected by the Consultant at no cost to the Owner. Nothing contained herein shall preclude a claim against the Consultant by the Owner for damages arising from documents furnished by the Consultant which contain errors or omissions. The Owner's approval, acceptance, use of, or payment for all or any part of the Consultant's services or of the project shall not in any way alter the Consultant's obligations or the Owner's rights hereunder.

G. The Consultant represents and warrants the following to the Owner as an inducement to Owner's execution of this Agreement that:

- a. it and its sub-consultants or subcontractors are financially solvent, able to pay all debts as they mature and are possessed of sufficient working capital to perform all of the obligations it has assumed pursuant to this Agreement;
- b. it is able to furnish the materials and labor required to perform its obligations under the Agreement;
- c. it is authorized to do business in the State of New York and the United States;
- d. its execution of this Agreement and its performance thereof is within its duly authorized powers;
- e. it possesses a high level of experience and expertise in the area of inspection and testing services and that it will exercise such expertise in fulfilling the obligations it has assumed in this Agreement;
- f. it and its sub-consultants or subcontractors have no obligations, legal or otherwise, inconsistent with the terms of this Agreement;
- g. the performance of the services to be provided in this Agreement do not and will not violate applicable law, rule or regulation or any proprietary or other right of any third party; and
- h. it has no obligations, legal or otherwise, that would raise a conflict with regard to terms of this Agreement and the scope of work to be provided;
- i. it and its sub-consultants or subcontractors have not entered into or will not enter into any Agreement, whether oral or written, in conflict with this Agreement.

ARTICLE 3
OWNER'S RESPONSIBILITIES

A. The Owner shall furnish the following documentation, if it possesses same, to the Consultant to assist it in the performance of its obligations under this agreement:

1. Surveys describing physical characteristics, legal limitations of the Owner's property. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a project benchmark.

2. Long Range Planning Studies prepared on behalf of the Owner.

B. The Owner shall furnish all legal and insurance services as may be necessary for the Project, except where such services are necessitated due to a claim or suit brought against the Consultant.

ARTICLE 4
INSURANCE REQUIREMENTS

A. Required Insurance:

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Consultant hereby agrees to effectuate the naming of the district as an unrestricted additional insured on the Owner's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.

2. The policy naming the Owner as an additional insured shall be:

- Purchased from an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
- Contain a 30-day notice of cancellation.
- State that the organization's coverage shall be primary coverage for the Owner, its Board, employees and volunteers.
- The Owner shall be listed as an additional insured by using endorsement CG 2010 11 85 or equivalent. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

3. The Consultant agrees to indemnify the Owner for any applicable deductibles.

4. Required Policy Limits:

- **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate.

- **Automobile Liability**

\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.

- **Workers' Compensation and N.Y.S. Disability**

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

- **Professional Errors and Omissions Insurance**

\$3,000,000 per occurrence/ \$3,000,000 aggregate for the professional acts of the consultant performed under the contract for the district. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work. The policy must include an endorsement for environmental services.

- **Excess Insurance**

On a "Follow-Form" basis, with limits of \$3,000,000 each occurrence and aggregate.

- B. The Consultant acknowledges that failure to obtain such insurance on behalf of the Owner constitutes a material breach of contract. The Consultant is to provide the Owner with an electronic copy of the insurance policy and certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the Owner to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the Owner.
- C. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Owner, its consultants and agents and employees of any of them from and against all claims, damages, losses and expenses resulting in bodily injury and/or property damage, including, but not limited to, attorneys' fees to the extent arising out of or resulting from any negligent act or omission of the Consultant, or any subcontractor of the Consultant, excluding any claims, damages, losses and expenses arising from and limited to the extent of the Owner's own negligence.
- D. Coverages shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment.
- E. In the event that any of the insurance coverage to be provided by the Consultant to the Owner contains a deductible, the Consultant shall indemnify and hold the Owner harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of the Consultant.
- F. The Consultant acknowledges that its failure to obtain or maintain current insurance coverage required by this Agreement shall constitute a material breach of contract and subjects the Consultant to liability for damages, including but not limited to, direct, indirect, consequential, special and such other damages the Owner sustains as a result of such breach. In addition, the Consultant shall be responsible for the indemnification to the Owner of any and all costs associated with such lapse in coverage, including but not limited to, reasonable attorney's fees.
- G. The Consultant shall require all of its Consultants and sub-consultants to carry similar insurance coverages and limits of liability and adjusted to the nature of Consultants' operations and submit same

to the Owner for approval prior to the start of any work. In the event the Consultant fails to obtain the required certificates of insurance and a claim is made or suffered, the Consultant shall indemnify, defend, and hold harmless the Owner and their agents or employees from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract.

H. The Owner in good faith may adjust and settle a loss with the Consultant's insurance carrier.

ARTICLE 5

PAYMENTS TO THE CONSULTANT

A. The Owner shall compensate the Consultant as follows:

B. All invoices submitted pursuant to this Article shall contain a detailed articulation of the services provided, including the date thereof, who performed the service, the nature of the service and the time expended in hourly amounts.

C. Payments to the Consultant shall be made on a monthly basis. The Consultant shall present to the Owner its statement of services rendered or expenses incurred. Upon receipt of the Consultant's invoice, the Owner shall make payment to the Consultant within (30) thirty days.

ARTICLE 6

TERMINATION, SUSPENSION OR ABANDONMENT

A. The Owner may terminate this agreement for any reason upon seven (7) days written notice to the Consultant.

B. This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination, provided same is not cured within such notice period. The written notice shall specify the failure to substantially perform.

ARTICLE 7

MISCELLANEOUS PROVISIONS

A. Unless otherwise provided, this Agreement shall be governed by the laws of the principal place of business of the Owner.

B. The Consultant shall not assign this Agreement without the written consent of the Owner, which consent shall not be unreasonably withheld.

C. This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Consultant.

D. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

E. All employees of the Consultant shall be deemed employees of the Consultant for all purposes and the Consultant alone shall be responsible for their work, personal conduct, direction, and compensation. The Consultant acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of the Owner. The Consultant is retained by the Owner only for the purpose and to the extent set forth in this Agreement, and its relationship to the Owner shall, during the periods of its services hereunder, be that of an independent contractor. The Consultant shall not be considered as having employee status and shall not be entitled to participate in any of the Owner's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, the Consultant, its officers, its employees and/or agents shall not be considered as having employee status for the purpose of any other rights, privileges or benefits derived from employment by the Owner. The Consultant agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. The Consultant shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. The Consultant shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between the Owner and its employees.

F. The Owner shall not withhold from the Consultant sums due for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. The Consultant agrees that any tax obligation of the Consultant arising from the payments made under this Agreement will be the Consultant's sole responsibility. The Consultant will indemnify the Owner for any tax liability, interest, and/or penalties imposed upon the Owner by any taxing authority based upon the Owner's failure to withhold any amount from the payments for tax purposes.

G. It is understood and agreed that while on school grounds, the Consultant, its employees and/or agents shall obey all of the Owner's rules and regulations and must follow all reasonable directives of the Owner's administrators and employees.

H. The Consultant shall furnish each individual providing service hereunder with a photo identification badge to be worn at all times while the individual is on the premises of the Owner.

I. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

J. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

ARTICLE 8
TERM OF AGREEMENT

A. The term of the within agreement shall be for the period _____, and shall continue until completion of the work by the Consultant.

OWNER:

CONSULTANT:

**SYOSSET CENTRAL
SCHOOL DISTRICT**

By: _____

By: _____

APPENDIX A - HOURLY RATE SCHEDULE

Principal	
Vice President	
Associate	
Project Director	
Senior Project Manager	
Project Manager	
Senior Environmental Scientist/ Senior Hydrogeologist	
Senior Environmental Planner/ Project Hydrogeologist	
Senior Environmental Analyst	
Environmental Analyst/ Senior Environmental Technician	
Environmental Technician II/ Environmental Planner	
Environmental Analyst/ Environmental Technician I	
Draftsperson/Technical Typist	

APPENDIX B – SCOPE OF SERVICES

In connection with the Vendor's review of the DEIS, and any other ancillary or related documents or materials concerning the Proposed Project, the Vendor shall be responsible to provide professional environmental consulting services under this contract to **include, but not be limited, to the following:**

- A. REVIEW AND ANALYSIS OF PAST ENVIRONMENTAL AND HAZARDOUS MATERIAL TESTING, including but not limited to:
 - 1. Review of the history of the Proposed Project site and evaluation of any environmental testing undertaken at the Proposed Project site;
 - 2. Recommendations for additional testing that may be necessary to protect the health and safety of the students and staff at the school facility(ies) located in proximity to the Proposed Project site;
- B. REVIEW AND ANALYSIS OF ENVIRONMENTAL COMPONENTS AND CHARACTERISTICS OF THE PROPOSED PROJECT IDENTIFIED IN THE DEIS AND ANY IMPACT TO THE SCHOOL DISTRICT, including but not limited to:
 - 1. Environmental Review and Analysis of all relevant sections of the DEIS to determine the potential impact of the Proposed Project on the School District during construction and operation, including but not limited to:
 - a. Public health
 - b. Air Quality
 - c. Traffic analysis
 - d. Noise levels
 - e. Community Facilities
 - f. Water supply
 - g. Any other relevant sections of the DEIS that the Vendor deems relevant.
 - 2. Review and analysis of the sufficiency of proposed mitigation measures and impact avoidance included in the DEIS as it relates to the protection of the health and safety of School District students, staff and surrounding community and recommendations for modification to same.
- C. ANNUAL REVIEW OF ANY TESTS UNDERTAKEN AT THE PROPOSED PROJECT SITE, including but not limited to:
 - 1. Review of the findings of any environmental tests undertaken by any governmental agency having jurisdiction over the site;
 - 2. Review of requirements for testing to be undertaken at the Proposed Project Site;
- D. ONGOING REVIEW OF ANY ADDITIONAL DOCUMENTS RELATED TO THE PROPOSED PROJECT.