



**Katonah Lewisboro  
UNION FREE SCHOOL DISTRICT  
P.O. Box 387, Katonah, N.Y. 10536**

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**Michael Jumper**  
Assistant Superintendent for Business

**Karen Carroll**  
Purchasing Agent

**REQUEST FOR PROPOSAL**

**RFP #: 18/19-04**

**DATE OF OPENING: January 11, 2019**

**TITLE: Sustainability Assessment Services**

**TIME: 12:00 p.m.**

To All Providers:

The Katonah Lewisboro Union Free School District is requesting proposals from vendors with expertise and with proven experience in assessing the District/Institution sustainability initiatives, benchmarking those initiatives with peers and "best in class" institutions and developing a prioritized list of "gaps" relative to the School District's efforts.

The School District will receive sealed proposals on, or prior to **12:00 p.m. on January 11, 2019**. 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:

**RFP #: 18-19-04**

**Title: Sustainability Assessment Services**

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 his/her designee shall make such determination.

The Katonah Lewisboro Union Free 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.

Karen Carroll  
Purchasing Agent

Provider Name: \_\_\_\_\_

**KATONAH LEWISBORO UNION FREE SCHOOL DISTRICT**  
**P.O. Box 387**  
**Katonah, New York 10536**

**REQUEST FOR PROPOSAL- SUSTAINABILITY ASSESSMENT SERVICES**

The Katonah Lewisboro Union Free School District, (hereinafter referred to as the “District”), invites proposals from qualified individuals and firms/agencies to provide the District with Sustainability Assessment Services during the 2018-2019 school year. The proposer must demonstrate its ability to provide the services identified in this request for proposals. The District intends to select one or more proposer to provide these services.

In accordance with the District’s policies and procedures, contracts for professional services requiring special skill or training are not subject to competitive bidding requirements of § 103 of General Municipal Law.

**1. Brief Description of the District**

The Katonah Lewisboro Union Free School District, located in Westchester County, New York, has five (5) school buildings and a student enrollment of approximately 3,000 students [K-12]. We provide transportation to and from school. Wellness and sustainability initiatives instituted over the past number of years include, but are not limited to, the following:

- Recycling
- Composting
- Water fountain refilling stations
- Greenhouse gas emissions inventorying
- Gardening programs
- Sustainability curriculum
- Energy performance contracting
- The purchase of sustainable cleaning products and building materials (e.g., flooring)
- The installation of 2–50kWh solar arrays (1 at Middle School and 1 at High School)
- Paper reduction

**2. Scope of Services**

Considering the accomplishments outlined above, it is not easy to determine the next steps for the District relative to the impact any efforts pursued might have upon the wellness of students and staff and the environment in which they work. In much the same way that the District completes a Five Year Capital Improvement Plan once every five years, which results in a prioritized list of capital improvements which may be necessary and the estimated cost of these improvements, the administration and the Board are interested in securing the services of an experienced consultant to help identify and prioritize sustainability initiatives, directly related to further improving student and staff wellness and the environment in which they work.

The successful consultant will be able to assess the programs we already have in place. In addition, they will be able to identify areas where the District could realize significant wellness and/or sustainability “improvements” just by changing the behaviors of occupants. For example, if more students utilized the buses, fewer cars would need to be on campus, etc. Within each proposal, vendors should describe their success and experience in helping schools accomplish the following:

- Benchmark sustainability efforts with those of peers and “best in class” institutions;
- Report on successes and identify areas requiring increased focus;
- Make strategic implementation recommendations that prioritize next steps for sustainability, wellness, curriculum, student and staff behaviors and operations and maintenance;
- Communicate recommendations and progress to the Board of Education and administration;
- Project completion to be discussed and negotiated.

### **3. Requirements for Submittal of a Proposal**

All proposals must be submitted in two (2) parts. Part I must consist of responses to the management and qualifications items. Part II must consist of the complete contract cost and pricing information. Incomplete submissions will not be considered for award. Proposals should not be excessively long, and should be submitted in a format that permits copying for review. Three (3) copies of each proposal must be submitted. One (1) copy must be titled “ORIGINAL” and the other two (2) copies titled “COPY”. Each proposal should include contact information (name of the individual or firm, address, telephone number, official signature and date. Each page of the proposal must state the firm submitting the proposal and the page number.

The District reserves the right to retain all proposals submitted and to use any ideas contained in a proposal regardless of whether or not that proposal is selected. Submission of a proposal indicates acceptance by the individual or firm of the conditions contained in this request for proposals.

Proposals must be received no later than **12:00 p.m. on January 11, 2019** at the following address:

Via U.S. mail to:  
Ms. Karen Carroll, Purchasing Agent  
Katonah Lewisboro Union Free School District  
P.O. Box 387  
Katonah, New York 10536

Via Hand Delivery to:  
Ms. Karen Carroll, Purchasing Agent  
Katonah Lewisboro Union Free School District  
District Office  
60 North Salem Road  
Cross River, New York 10518

There is no express or implied obligation for the District to reimburse responding individuals or firms for any expenses incurred in preparing quotations, attending pre-quotation conferences, or interview(s) in responding to this request.

### **PART I - Management and Qualifications**

All individuals or firms proposing to provide services hereunder must be qualified to provide the aforementioned services to the School District. Proposers shall satisfy these criteria in order to qualify for award.

In setting forth its qualifications, each individual or firm/agency submitting a proposal shall:

- A. Provide the name of the firm/agency, as well as a brief description of its business activities and history.
- B. Provide the name and title of the person(s) submitting the proposal, the firm/agency's main office address, primary and secondary points of contact and their telephone and fax numbers (including area codes).
- C. Provide information on how long the firm/agency has been in business and the length of its experience in providing services to school districts.
- D. Provide evidence of New York State licensure (and/or other State licensure), if applicable.
- E. State the names and credentials of all individuals that might be assigned to this engagement and provide their resumes.
- F. Identify the nature of any potential conflict of interest the individual or firm might have in providing these services to the District.
- G. Provide at least three (3) client references from similar contracts, including contact names, addresses and telephone numbers.
- H. Provide any other information that might be beneficial to the District.

The firm should provide an affirmative statement that it is independent of the District.

## **PART II – Cost**

### **A. Complete the Cost Proposal Form contained in this request for proposals.**

#### **Proposal Submission**

Proposals must be clearly labeled and submitted to Karen Carroll no later than **12:00 p.m.** on **January 11, 2019**. Proposals submitted after that time and date will not be considered and will be returned to the submitter unopened.

The District reserves the right to reject without prejudice any and all quotations received under this Request for Proposals.

### **B. Evaluation Procedures**

#### **Review of Proposals**

The District will review qualifications of firms submitting a proposal as well as the content of the proposals. Firms may be asked to interview with a selection committee.

The District reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

#### **Evaluation Criteria**

- Quality of service to be furnished/examples of work
- Cost of services
- Conformity with all specifications
- Project completion

The evaluation process is designed to award the proposal not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based on the evaluation criteria. During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or commissions. At the discretion of the District, individuals and/or firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

### **C. Right to Reject Proposals**

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Board of Education and the firm selected. The District reserves the right, without prejudice, to reject any or all proposals.

This RFP does not commit the 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 District intends to award a contract on the basis of the best interest and advantage to the 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 District to do so. The District may select as the successful proposer that proposal which, in the District's sole discretion and with whatever modifications the District and the proposer may mutually agree upon, best meets the 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.

**D. Term of Contract/Form of Contract**

**Contract Period: January 31, 2019 through June 30, 2019.**

**The successful proposer will be required to execute the Agreement annexed hereto as Exhibit A.**

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.

**E. Financial Statement**

Upon request of the District, a proposer shall submit its most recent financial statement. The District reserves the right to use third party companies to verify financial information provided.

**F. 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.

**G. Specifications Clarifications/Inquiries**

Any question submitted by an individual or firm regarding this RFP must be directed, in writing,

to Karen Carroll, Purchasing Agent (914-763-7044; kcarroll@klschools.org), no later than ten (10) days prior to the deadline for submission of proposals. Written response, together with original inquiry, will be forwarded to all individuals or firms receiving this RFP.

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.***

**PART II - Appendices A-E ALL APPENDICES MUST BE COMPLETED**

**APPENDIX A  
DISCLOSURE OF INTERESTS**

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

Name \_\_\_\_\_ Title \_\_\_\_\_

1. Does any Katonah Lewisboro 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 the Katonah Lewisboro Union Free School District? **NO** 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 Katonah Lewisboro Union Free 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.

Company: \_\_\_\_\_

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

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

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

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

**KATONAH LEWISBORO UNION FREE SCHOOL DISTRICT**

**CONFLICT OF INTEREST CERTIFICATION**

Name of Contractor \_\_\_\_\_

Business Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

The Contractor above mentioned declares and certifies:

First            That the said Contractor is of lawful age and the only one interested in this bid, and that no one other than said Contractor 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 bid 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 Katonah Lewisboro Union Free 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 bid or in the supplies, materials, equipment, work, or services to which it relates, or in any portion of the profits thereof.

Fourth        That said vendor has carefully examined the instructions, schedules, and specification prepared under the direction of the Board of Education, and will, if successful in this bid, 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.

Fifth          That the prices quoted are net and exclusive of all federal, state and municipal sales and excise taxes.

Sixth         The non-collusive bidding certification applies to this bid.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**APPENDIX B  
RESPONSIBILITY STATEMENT**

**STATEMENT OF QUALIFICATIONS**

**IMPORTANT: PROPOSERS ARE REQUIRED TO FURNISH A COMPLETE ANSWER TO ALL OF THE QUESTIONS IN THIS STATEMENT. IN THE EVENT A COMPLETE ANSWER IS NOT PROVIDED, THE PROPOSAL MAY BE REJECTED.**

1. Name of Entity

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2. Type of Business Entity

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3. If the proposer is a corporation, state the date and place of incorporation of the corporation.

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4. For how many years has the company done business under its present name?

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5. List the persons who are directors, officers, owners, managerial employees or partners in the company's business.

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6a. Have any of the persons listed in Number 5 owned/operated/been shareholders in any other companies? If so, please state name of owned/operated/been shareholders and names of other companies:

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6b. If the answer to number 6a is in the affirmative, list said persons and the names of their previous affiliations.

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7. Has any director, officer, owner or managerial employee had any professional license suspended or revoked? If the answer to this question is yes, list the name of the individual, the professional license he/she formerly held, whether said license was revoked or suspended and the date of the revocation or suspension.

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8. During the three year period preceding the submission of this proposal, has the company been found guilty of any OSHA Violations? If the answer to this question is yes, describe the nature of the OSHA violation, an explanation of remediation or other steps taken regarding such violation(s).

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10. During the five year period preceding the submission of this proposal, has the company been named as a party in any lawsuit arising from performance of work related to any contract for which it has been engaged? If the answer to this question is yes, list all such lawsuits, the index number associated with said suit and the status of the lawsuit at the time of the submission of this proposal.

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11. During the five year period preceding the submission of this proposal, has the company been the subject of an investigation and/or proceedings before the Department of Labor for alleged violations of the Labor Law as it relates to the payment of wages and/or supplemental payment requirements? If the answer to this question is yes, please list each such instance of the commencement of a Department of

Labor proceeding, for which project such proceeding was commenced, and the status of the proceeding at the time of the submission of this proposal.

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12. During the five year period preceding the submission of this proposal, has the company been the subject of an investigation and/or proceeding before any law enforcement agency, including, but not limited to any District Attorney's Office? If the answer to this question is yes, please list each such instance, the law enforcement agency, the nature of the proceeding, and status of the proceeding at the time of the submission of this proposal.

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13. During the five year period preceding the company's submission of this proposal, has the company been the subject of proceedings involving allegations that it violated the Workers' Compensation Law including but not limited to the failure to provide proof of worker's compensation or disability coverage and/or any lapses thereof. If the answer to this question is yes, list each such instance of violation and the status of the claimed violation at the time of the submissions of this proposal.

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14. Has the company, its officers, directors, owner and/or managerial employees been convicted of a crime or been the subject of a criminal indictment during the five years preceding the submission of this bid? If the answer to this question is yes, list the name of the individual convicted or indicted, the charge against the individual and the date of disposition of the charge.

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17. Does the company have any agreements ongoing at the time of the submission of this proposal? If the answer to this question is yes, list the contracts which are ongoing, the services being provided and the term of the agreement?

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18. Has the company ever been terminated from a Project by the Owner? If the answer to this question is yes, list the contracts which were terminated, the nature of the termination, and the date of said termination.

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Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**APPENDIX C**  
**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

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

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

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

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

APPENDIX D

NON-COLLUSIVE FORM  
PROPOSAL CERTIFICATIONS

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

Business Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Date of Bid \_\_\_\_\_

**I. General Certification**

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

**II. Non-Collusive Bidding Certification**

The following statement is made pursuant to Section 103-D of the General Municipal Law, as amended by Chapter 675 of the Laws of 1966, and Section 139-D of the State Finance Law, as amended by Chapter 675 of the Laws of 1966, and Section 2604 of the Public Authorities Law, as amended by Chapter 675 of the Laws of 1966.

By submission of this bid proposal, the bidder certifies that he/she is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-collusive bidding certification.

“ (a) By submission of this proposal, each proposer and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in this 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 bid 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 bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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 bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

- (c) Any proposal hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certifications referred to in subdivision one 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 bid and the inclusion therein of the certificate as to non-collusion as the act and deed of corporation.
- (d) The person signing this Bid or Proposal certifies that he has fully informed himself/herself regarding the accuracy of the statements contained in this certification, **and under the penalties of perjury**, affirms the truth thereof, such penalties being applicable to the proposer as well to the person signing in his/her behalf."

Signature of Proposer: \_\_\_\_\_

(Signature of proposer or authorized representative of a corporation)

Dated: \_\_\_\_\_

(Print Name and Title)

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

APPENDIX E

COST PROPOSAL

***REQUEST FOR PROPOSAL  
SUSTAINABILITY ASSESSMENT SERVICES***

**Proposal Due: January 11, 2019 at 12:00 p.m.**

COST FOR SUSTAINABILITY ASSESSMENT SERVICES

\$ \_\_\_\_\_ PER PROJECT AS OUTLINED PROJECT DESCRIPTION ABOVE

HOURLY RATE FOR ADDITIONAL WORK BEYOND SCOPE:

\$ \_\_\_\_\_ PER HOUR

\*\*\*\*\*

**In the space below please describe services which would be billed on an hourly basis:** \_\_\_\_\_

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

\*\*\*\*\*

NAME: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL \_\_\_\_\_

SIGNATURE OF INDIVIDUAL  
OR COMPANY OFFICER: \_\_\_\_\_

DATE: \_\_\_\_\_

Exhibit "A"

AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between KATONAH LEWISBORO UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 60 North Salem Road, Cross River, New York 10518, and \_\_\_\_\_ hereinafter referred to as "CONSULTANT"), as the party of the second part, having its principal place of business for purposes of this Agreement at \_\_\_\_\_.

**WHEREAS**, CONSULTANT is in the business of providing sustainability assessment services; and

**WHEREAS**, SCHOOL DISTRICT desires that CONSULTANT provide said services to it as set forth in this Agreement; and

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

1. **TERM OF AGREEMENT:** This Agreement shall be in effect for the period January 15, 2019 through June 30, 2019 unless terminated earlier, as set forth herein.
2. **SCOPE OF SERVICES:** CONSULTANT shall provide SCHOOL DISTRICT with the services as set forth in the request for proposals and in the CONSULTANT'S proposal, which are incorporated herein.
3. **COMPENSATION:** In full consideration for the services to be rendered by CONSULTANT to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay CONSULTANT:
4. **INVOICE DUE:** CONSULTANT will submit an invoice for services rendered on a quarterly basis, and payment to CONSULTANT shall be made within thirty (30) days from receipt of invoice from CONSULTANT. The invoice shall include time sheets and attendance, types of services rendered and fees payable. SCHOOL DISTRICT shall give CONSULTANT notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT's rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.

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

6. **EXPENSES OF CONSULTANT:** CONSULTANT shall be responsible for all costs and expenses incurred by CONSULTANT that are incident to the performance of services for SCHOOL DISTRICT, including, but not limited to, all travel costs and expenses, tools, vehicles, or other equipment to be provided by CONSULTANT, all fees, fines, licenses, bonds or taxes required of or imposed against CONSULTANT and all other of CONSULTANT's costs of doing business. SCHOOL DISTRICT shall not be responsible for any expenses incurred by CONSULTANT in performing services for SCHOOL DISTRICT.

7. **SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS:** SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to the services provided pursuant to this Agreement.

8. **ERRORS and REVIEW OF DATA.** All Services provided hereunder will be based upon information provided to CONSULTANT by SCHOOL DISTRICT or any person who is authorized by SCHOOL DISTRICT to use, access or receive the Services. SCHOOL DISTRICT will promptly review all documents and reports produced by CONSULTANT and provided or made available to SCHOOL DISTRICT in connection with the Services and promptly notify CONSULTANT of any error, omission, or discrepancy with SCHOOL DISTRICT's records. CONSULTANT will promptly correct such error, omission or discrepancy at no additional charge to SCHOOL DISTRICT.

9. **RECORDS:** CONSULTANT does not serve as SCHOOL DISTRICT's record keeper and SCHOOL DISTRICT will be responsible for retaining copies of all documentation received from or provided to CONSULTANT in connection with the Services to the extent required by SCHOOL

DISTRICT or applicable law. CONSULTANT will maintain records during the term of its services to SCHOOL DISTRICT.

10. **COMPLIANCE WITH LAW:** CONSULTANT understands and agrees that it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances.

11. **SCHOOL GROUNDS & RULES:** It is understood and agreed that while on school grounds, CONSULTANT, its employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees.

12. **PHOTO I.D.:** CONSULTANT shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to SCHOOL DISTRICT.

13. **TERMINATION:**

a. This Agreement may be terminated by SCHOOL DISTRICT upon seven (7) days' written notice to the CONSULTANT. In the event of such termination, the parties will adjust the accounts due and payable to CONSULTANT for services rendered. CONSULTANT will not incur any additional expenses upon receipt of SCHOOL DISTRICT' notification that CONSULTANT's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by CONSULTANT within thirty (30) days of the termination date.

b. This Agreement may be terminated by SCHOOL DISTRICT in the event of a material breach by the CONSULTANT, upon three (3) days' written notice from SCHOOL DISTRICT to the CONSULTANT.

14. **CONFIDENTIALITY:** CONSULTANT, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. CONSULTANT, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. CONSULTANT further agrees that any information received by CONSULTANT, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by CONSULTANT, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. In the event of a breach of the within confidentiality provision, CONSULTANT shall immediately notify SCHOOL DISTRICT and advise it as to the nature of the breach and the steps the CONSULTANT has taken to minimize said breach. CONSULTANT shall indemnify and hold SCHOOL DISTRICT harmless from any claims arising from its breach of the within confidentiality provision. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

15. **HIPAA and FERPA ACKNOWLEDGMENT:** Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and information protected by the Family Educational Rights and Privacy Act ("FERPA"). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA, and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

16. **INDEMNIFICATION:** CONSULTANT further agrees that it shall defend, indemnify and hold harmless SCHOOL DISTRICT, its officers, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by CONSULTANT or any of its officers, directors, agents, employees or subcontractors taken or made with respect to this Agreement.

17. **INSURANCE:**

- a. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the CONSULTANT hereby agrees to effectuate the naming of SCHOOL DISTRICT as an additional insured on the CONSULTANT's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.
- b. The policy naming SCHOOL DISTRICT as an additional insured shall:
  - i. Be an insurance policy from an A.M. Best rated "Secure" insurer, licensed in New York State.
  - ii. State that the CONSULTANT's coverage shall be primary and non-contributory coverage for SCHOOL DISTRICT, its Board, employees and volunteers.
- c. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with SCHOOL DISTRICT. A completed copy of the endorsement must be attached to the certificate of insurance.
- d. The certificate of insurance must describe the specific services provided by the CONSULTANT that are covered by the liability policies.
- e. At SCHOOL DISTRICT's request, the CONSULTANT shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the CONSULTANT will provide a copy of the policy endorsements and forms.
- f. The CONSULTANT agrees to indemnify SCHOOL DISTRICT for any applicable deductibles and self-insured retentions.

- g. Required Insurance:
- i. **Commercial General Liability Insurance:**  
\$1,000,000 per occurrence/ \$2,000,000 aggregate, with coverage for sexual misconduct.
  - ii. **Workers' Compensation and N.Y.S. Disability:**  
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.  
  
A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form can be completed and submitted directly online to the Workers Compensation Board:  
[http://www.wcb.state.ny.us/content/ebiz/wc\\_db\\_exemptions/requestExemptionOverview.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp)
  - iii. **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 SCHOOL 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.
  - iv. **Excess Insurance**  
\$1,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form basis.
  - v. **Automobile Liability**  
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- h. CONSULTANT acknowledges that failure to obtain such insurance on behalf of SCHOOL DISTRICT constitutes a material breach of contract. The CONSULTANT is to provide SCHOOL DISTRICT's with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of SCHOOL DISTRICT 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 SCHOOL DISTRICT. Policy must provide for 30 days' notice of cancellation.

- i. SCHOOL DISTRICT is a member/owner of the NY Districts Insurance Reciprocal (NYSIR). The CONSULTANT further acknowledges that the procurement of such insurance as required herein is intended to benefit not only SCHOOL DISTRICT but also NYSIR, as SCHOOL DISTRICT's insurer.

18. **NOTICES:** Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing. Notice shall be delivered or mailed to:

Katonah Lewisboro Union Free School District  
P.O. Box 387  
Katonah, New York 10536  
Attn: Karen Carroll, Purchasing Agent

19. **ASSIGNMENT OF AGREEMENT:** CONSULTANT shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.

20. **DISCRIMINATION PROHIBITED:** Neither SCHOOL DISTRICT nor 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.

21. **GOVERNING LAW:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Southern District of New York located in the County of Westchester, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.

22. **SEVERABILITY:** 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.

23. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and CONSULTANT, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

24. **AGREEMENT CONSTRUCTION:** 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.

25. **REPRESENTATIONS AND WARRANTIES:** CONSULTANT represents and warrants:

- a. that CONSULTANT has no obligations, legal or otherwise, inconsistent with the terms of this Agreement;
- b. that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and
- c. that CONSULTANT has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

26. **AMENDMENT:** This Agreement may be amended only in writing and signed by the parties.

27. **NON-WAIVER:** No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.

28. **AUTHORIZATION TO ENTER AGREEMENT:** The undersigned representative of CONSULTANT hereby represents and warrants that the undersigned is an officer, director, or agent of CONSULTANT with full legal rights, power and authority to enter into this Agreement on behalf of CONSULTANT and bind CONSULTANT with respect to the obligations enforceable against CONSULTANT in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

KATONAH LEWISBORO UNION FREE  
SCHOOL DISTRICT

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

By: \_\_\_\_\_

CONSULTANT

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

By: \_\_\_\_\_