

MAMARONECK UNION FREE SCHOOL DISTRICT
1000 WEST BOSTON POST RD, MAMARONECK, NY 10543
RFP #2019-10 CLAIMS AUDITING SERVICES

REQUEST FOR PROPOSALS

RFP #2019-10

Claims Auditing Services

2019-2020

DUE: Thursday, May 9, 2019 by 4:00 PM EST

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

MAMARONECK UNION FREE SCHOOL DISTRICT
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RFP #2019-10 CLAIMS AUDITING SERVICES

DATE OF OPENING: Thursday, May 9, 2019

TIME: 4:00 P.M.

I. INTRODUCTION & GENERAL INFORMATION

The Mamaroneck Union Free School District, hereinafter referred to as “the District”, invites proposals from qualified individuals and accounting firms, hereinafter referred to as “Auditor”, to perform the claims audit function.

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.

II. SCOPE OF SERVICES

The Auditor shall:

1. Have a minimum of three years of experience as a claims auditor in school districts. Be familiar with the legal requirements associated with General Municipal Law Section 103 and bidding requirements. Understand the Mamaroneck Union Free School District Policy governing quotations and requests for purchases.
2. Be knowledgeable with the practice and use of in District contracts, cooperative bidding, County contracts, New York State OGS contracts and National Cooperative contracts.

The contract for Claims Auditing Services requires that all work be done by the awarded individual/Firm between the hours of 8:00 AM and 4:00 PM and in accordance with the District calendar and payment schedule.

The following duties shall be performed by an individual or firm appointed as the Board’s Claims Auditor:

1. Obtain, read and refer to copies of the external auditor’s management letter for the past three years.
2. Obtain, read and refer to copies of the District’s current Board policies e.g. relative to District finances (purchasing, petty cash, travel, meals).
3. Obtain a copy of all warrants for period to be reviewed.
4. View all backup pertaining to purchase orders to be reviewed and paid.
5. Verify that each packet has been accounted for in each warrant.
6. Obtain a list of all individuals authorized to sign off on invoice and/or purchased orders, as well as their titles.

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7. Implement checklists procedure:

- a. Review that purchase orders are attached electronically
- b. Review that purchase orders are pre-numbered
- c. Verify sequence of purchase orders.
- d. Verify that purchase order is signed by purchasing agent.
- e. Verify that purchase order dates precede invoice dates.
- f. Verify that the receiving agent (or authorized employee) sign the receiving report indicating work and/or materials delivered to the District.
- g. Review appropriate detailed back-up.
- h. Verify that the invoice is an original or email and not a fax or photocopy.
- i. Verify that the invoice was approved for payment.
- j. Verify that the amount is accurate on the invoice.
- k. Verify that the goods and/or services on the invoice match the P.O.
- l. Verify purchase order estimated costs are comparable to the invoice.
- m. Verify that sales tax is not being paid.
- n. Verify wire transfer payments are correct.
- o. Verify that all changes to vendor information come from authentic documents.
- p. Verify vendor is 1099 eligible.
- q. Verify Reimbursement Rates for mileage, meals, etc. according to District Policy.
- r. Confirm that the expenditure is an obligation of the District.

8. Trace any payments made to consultants or for professional services to contract or board minutes.

9. Trace any payments for employee fringe benefits to contract.

10. Verify that all purchases associated with an open purchase order do not exceed limit.

11. Verify that all bids and quotes obtained were in accordance with General Municipal Law.

12. Confirm all invoices and supporting documents are canceled (stamped paid) to prevent duplicate payment.

13. Review that the district is complying with the following:

Bid Law – Section 103

General Municipal Law Bid threshold is based upon an annual aggregate (\$20,000 for equipment and supplies purchased and \$35,000 for public works)

Board of Education Policy

Quotes and requests for proposals of purchases not required to bid

14. Once all voucher packages have been reviewed, sign and date the warrant agreeing to the number of claims as well as the total dollar amount of the warrant.

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15. Verify that appropriate budget codes are used.
16. Any payment package denied should be removed from the warrant and the new warrant should be issued.
17. The individual vouchers and the warrant should be certified by the claims auditor.
18. Post dates and close warrants in WinCap.
19. Enter transaction numbers (checks, ACH, Commerce) in ACH and check log book.
20. Ensure there are no gaps in transaction numbers.

In the event the Claims Auditor believes that fraud and/or theft has been or may have been committed by any District employee, including but not limited to the Superintendent of Schools and the administrative staff, then he or she is to immediately notify the President of the Board of Education, who in turn will notify the whole Board. The whole Board will then review the information and take appropriate action.

The Claims Auditor will submit reports to the Board of Education on a monthly basis. The Claims Auditor will also meet with the Board of Education Audit Committee as necessary.

Personnel

If proposer is a Firm, the District wishes to have identified, one main and one substitute claims auditor that would be of service to the District. The names and resumes of the two proposed claims auditors must be submitted with the Firm's proposal. If for any reason neither of the individuals is available for any particular period of time, the District reserves the right to bring in a substitute claims auditor for that period of time without penalty.

Insurance Requirements

See Appendix "A"

Term of Contract:

Initial contract period will commence July 1, 2019 through June 30, 2020. Contract contemplates the option to renew annually for no more than the annual "CPI" increase, for up to four (4) additional, one (1) year periods upon mutual agreement between the District and awarded Individual or Firm. Extension(s) of this contract are subject to approval by the Board of Education.

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III. PROPOSAL SUBMISSION

All proposals must be submitted in two parts. Part I must consist of responses to the management and qualifications items. Part II must consist of complete pricing information (hourly rate) and estimated time to complete warrant. 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. Each page of the proposal must state the individual or firm name submitting the proposal.

PART I – Management and Qualifications

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

- A. Provide evidence of an individual's credentials and qualifications in the area of claims auditing and if a Firm, be a New York State licensed Certified Public Accounting Firm in accordance with the New York State Education Department, Office of the Professions as a partner or officer of the firm.
- B. Describe the individual's or firm's experience and expertise focusing on internal controls.
- C. If a Firm, state the name(s) of the officer(s) and associate(s) in the firm.
- D. If a Firm, state the names and credentials of all partners, associates, and accountants that might be assigned to this engagement and provide their resumes. Please also indicate the two personnel being proposed as the designated claims auditors for the District.
- E. Identify the nature of any potential conflict of interest the individual or firm might have in providing these services to the district.
- F. Complete the Reference Form.
- G. Provide any other information that might be beneficial to the District.

PART II – Cost:

Please complete the Submission Form.

- A. Provide an all-inclusive hourly rate of pay. There are no additional charges allowed for mileage, travel, meals, lodging etc., under this contract.
- B. Approximate number of hours that you will need to work monthly for both warrants. (please refer to "Information Facts for the Claims Audit Proposal" section for this calculation).

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Information Facts for the Claims Audit Proposal

Accounting Funds: General Fund; Special Aid Fund; School Lunch Fund; Debt Service Fund; Trust and Agency Fund; Capital Fund.

Payments Processed: An average of 600 accounts payable vouchers in the form of mostly electronic and some check payments.

Stamped Paid Process: Reviews prior warrant to make sure that each document is stamped "PAID".

Inquiries:

All inquiries concerning this RFP may be directed by email to:
Lauren Leone, Purchasing Agent
Email: lleone@mamkschools.org

Interview

The award process might include an interview with administration and the Board of Education or Audit Committee prior to award decision.

Termination of Contract

Any contract agreed to under this Request for Proposal is subject to termination by either party with thirty (30) days written notice. In the event of termination of the contract, the District's responsibility shall be to pay for unpaid services performed and authorized costs incurred by the Claims Auditor.

Modification or Withdrawal of Proposals

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

Right to Reject Requests for Proposal

The District reserves the right to reject without prejudice any and all quotations received under this Request for Proposal. The District will not be responsible for any costs incurred by proposer in preparation of proposal documents.

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IV. THE SELECTION PROCESS

A. Timetable

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

April 4, 2019	Advertisement and Release Date for RFP
April 12, 2019	Confirmation of Participation Due
April 24, 2019	RFP Questions Due
April 26, 2019	RFP Answers Distributed via Addendum
May 9, 2019	RFP Due Date
Beginning May 9	RFP Review Period and Interviews of selected Proposers
TBD	Decision and Award
July 1, 2019	Contract Start Date

B. Proposal Evaluation Criteria:

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

1. **Management and Qualifications of the Proposer:** Consideration will be given to Proposers qualifications to perform the claims audit function, demonstrating strong capabilities, experience and reputation in undertakings similar to those described in this RFP. Similar experience will be understood to include, but not be limited to at least three (3) years' experience in the provision of Claims Audit Services in a New York State school district.
2. **Cost:** Cost is not the primary factor for award determination.

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APPENDIX A – INSURANCE REQUIREMENTS

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the district as an unrestricted additional insured on the contractor's insurance policies, with the exception of workers' compensation.
- II. The policy naming the district as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer.
 - Provide for 30 days notice of cancellation.
 - State that the organization's coverage shall be primary coverage for the district, its Board, employees and volunteers.
 - List the District as an additional insured by using endorsement CG 2010 or broader. The certificate must state that this endorsement is being used. A copy of the endorsement shall be included with the certificate of insurance.
- III. The contractor agrees to indemnify the district for any applicable deductibles.
- IV. Required Insurance:
 - **Commercial General Liability Insurance**
\$1,000,000 per occurrence / \$2,000,000 general and products/completed operations aggregates.
 - **Automobile Liability**
\$1,000,000 Combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - **Workers' Compensation**
Statutory Workers' Compensation & Employers' Liability Insurance and N.Y.S. Disability Benefits Insurance for all employees.
 - **Professional Errors and Omissions Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the District. If written on a "claims-made" basis, the 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.
 - **Excess Insurance**
On a "Follow-Form" Basis with limits \$3,000,000 each occurrence and aggregate
 - **Employee Dishonesty Bond**
\$1,000,000 aggregate
- V. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- VI. Contractor acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the district. The contractor is to provide the district with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.
- VII. The district is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the district but also the NYSIR, as the district's insurer.

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Confirmation of Participation

Bidder Company Name: _____

Contact Name: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____ Tax ID#: _____

Signature of Company Representative : Date

The company/organization intends to submit a proposal for RFP #2019-10 _____

The company/organization will **NOT** be submitting a proposal for RFP #2019-10 but would like to remain on the vendor list for these services for the future. _____

Please complete and return this form to Lauren Leone no later than Friday, April 12, 2019.

Via Fax: 914-220-3091

Via E-mail: lleone@mamkschools.org

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FORM OF PROPOSAL

In addition to the information as prescribed in this RFP document, the proposers are to include the following District forms in the proposal package:

- Information/Submission Form
- Reference Form
- Non Collusive
- Hold Harmless
- Iran Divestment Statement
- Form of Disclosure
- Proof of Insurance
- Addenda as Applicable

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SUBMISSION FORM

Claims Auditing Services

Due: Thursday, May 9, 2019 by 4:00 PM

Year 1: July 1, 2019 through June 30, 2020 \$ _____ per hour
Base Year

Number of hours anticipated each month _____

LEGAL NAME _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

A Sole Proprietor A Partnership Other (Specify): _____

Legally Authorized Signature

Date

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REFERENCE FORM

AUDITOR: _____

REFERENCE #1: Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____

Phone Number: _____

REFERENCE #2: Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____

Phone Number: _____

REFERENCE #3: Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____

Phone Number: _____

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

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and,
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

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NON-COLLUSIVE BIDDING CERTIFICATION (cont.)

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

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

<p>CORPORATE SEAL [if bidder is a corporation]</p>	<p>BIDDER COMPANY NAME:</p> <p>ADDRESS:</p> <p>PHONE #:</p> <p>FAX #:</p>
--	---

Authorized Signature

(Sign)

(Name & Title of Signer)

SWORN to before me this _____ day of _____, 2019

(Notary public)

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HOLD HARMLESS AGREEMENT

This form must be signed and notarized and submitted with this proposal.

It is hereby agreed and understood that the bidder agrees to hold harmless and indemnify the Mamaroneck Union Free School District and its Board of Education and, any officer, agent, servant or employee of the Mamaroneck Union Free School District, from any lawsuit, action, proceeding, liability, judgment, claim, or demand which may arise out of:

- A. Any injury (including death) to person or property sustained by the bidder, its agents, servants or employees or any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the contract however caused;
- B. Any injury (including death) to person or property sustained by any person, firm, or corporation, caused by any act, default, error, or omission of the contractor, its agents, servants, or employees or any person, firm or corporation, directly or indirectly employed by them upon or in connection with performance under the contract.

The assumption or indemnity, liability and loss hereunder shall survive contractor's completion of service or other performance hereunder and any termination of this contract.

The contractor at its own expense and risk shall defend any such legal proceedings that may be brought against the Mamaroneck Union Free School District, its Board of Education, or any officer, agent, servant, or employee of the Mamaroneck Union Free School District on any claim or demand, and shall satisfy any judgment that may be rendered against the Mamaroneck Union Free School District, its Board of Education, or any officer, agent, servant, or employee of Mamaroneck Union Free School District.

This indemnification, defense and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand of name or nature, notwithstanding that contractor may deem the same to be frivolous or without merit. It is intended that this agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the contractor.

By: _____
Authorized Signature

Name

Title/Corporation

Subscribed and sworn to me this
____ day of _____ 2019.

Notary Public

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CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

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

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

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

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

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

SIGNED

SWORN to before me this _____ day of _____, 2019

(Notary Public)

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FORM OF DISCLOSURE

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

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

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

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

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

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

Firm: _____

Signature: _____

Print Name _____

Title: _____ Date: _____