



**RFP for Claims Auditing Services
RFP #2024-05**

Written Proposal- Due May 31, 2024, 1:00 to:

**Brian Fried, Assistant Superintendent for Business
Public Schools of the Tarrytowns
200 North Broadway
Sleepy Hollow, NY 10591**

Public Schools of the Tarrytowns
200 N. Broadway
Sleepy Hollow, NY 10591

**NOTICE INVITING PROPOSALS
FOR CLAIMS AUDITING SERVICES RFP #2024-05**

May 10, 2024

Tarrytown Union Free School District is requesting proposals for the services of a Claims Auditing Services as described in the attached RFP.

Qualified organizations are invited to submit a proposal as described in the attached proposal.

Proposals are to be addressed to:

Mr. Brian Fried
Assistant Superintendent for Business
Tarrytown Union Free School District
200 N. Broadway
Sleepy Hollow, New York 10591

Proposals must be received no later than 1:00 p.m. on Friday, May 31, 2024

Proposals will be reviewed, and those firms whose proposals most appropriately meet the District's needs shall be considered.

Thank you for your interest.

Sincerely,

Brian Fried
Assistant Superintendent for Business

REQUEST FOR PROPOSAL–CLAIMS AUDITOR

The Tarrytown 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.

1. Purpose

The District requests proposals from qualified individuals and accounting firms interested in providing the claims audit function for the school district. The claims audit function will be performed to ensure that the operating procedures including all internal controls are being followed and that all expenditures of school district funds are in accordance with laws, regulations, and district policy.

Proposal Submission

Proposal must be clearly labeled (“**Claims Auditor Proposal**”) and submitted to the Business Office located at 200 N. Broadway, Sleepy Hollow, New York 10591 on or before 1:00 p.m., May 31, 2024. There is no expressed 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. Proposals submitted after the stated time and date will not be considered and will be returned to the firm unopened.

2. 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 Tarrytown Union Free School District Policy governing quotations and requests for purchases.
2. Be knowledgeable with the practice and use of co-operative bidding, county contracts and state OGS contracts.

Public Schools of the Tarrytowns
200 N. Broadway
Sleepy Hollow, NY 10591

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. Obtain all backup packets 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.
7. Implement checklists procedure:
 - a. Review that purchase order attached
 - 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 dates of purchase orders and invoices.
 - 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.
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.

Public Schools of the Tarrytowns
200 N. Broadway
Sleepy Hollow, NY 10591

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.

15. Any payment package denied should be removed from the warrant and the new warrant should be run.

16. The individual vouchers and the warrant should be certified by the claims auditor.

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

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 annual pricing for year 1 (2024-2025), based on your hourly rate and estimated time to complete the bi-weekly warrants, to be paid monthly. It must also include proposals for annual increases for years 2, 3, 4, and 5 (2025-26, 2026-27, 2027-28, 2028-2029), should the engagement last into those years. Incomplete submissions may 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 submitting the proposal, the fact that the RFP is being submitted to the Tarrytown Union Free School District.

Public Schools of the Tarrytowns
200 N. Broadway
Sleepy Hollow, NY 10591

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 either a New York State licensed Certified Public Accounting Firm, or a licensed Certified Public Accountant 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.
- E. Identify the nature of any potential conflict of interest the individual or firm might have in providing these services to the district.
- F. Provide any other information that might be beneficial to the District.

PART II – Cost:

- A. Provide an hourly rate of pay.
- B. Approximate number of hours that you will need to work for each warrant (please refer to “Information Facts for the Claims Audit Proposal” section for this calculation).

Information Facts for the Claims Audit Proposal

Accounting Funds: General Fund; Federal Special Aid Fund; School Lunch Fund; Special Revenue Fund; Capital Fund.

Checks Processed: An average of 300 invoices per bi-weekly warrant.

Public Schools of the Tarrytowns
200 N. Broadway
Sleepy Hollow, NY 10591

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

Interview

The award process might include an interview with administration and the Board of Education or Audit Committee no later than July 1, 2024.

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.

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.

General Conditions

INSURANCE:

The consultant shall purchase and maintain the insurances listed herein during the life of the contract. This insurance must be purchased from a New York licensed; A.M. Best Rated "A" or "A+" carrier. The owner shall, with the exception of Worker's Compensation and Employers Liability Insurance, be named additional insured.

The district shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The certificate must state that this endorsement is being used, and a copy of the endorsement must be attached to the certificate of insurance.

At least ten (10) working days prior to the commencement of the work, the consultant and all substitute consultants shall submit to the Owner, a Certificate of Insurance coverage as required by these documents. The standard Accord Form of Certificate of Insurance or insurance carrier certificate will be accepted for Worker's Compensation, employer's liability and statutory State Disability.

All Certificates of Insurance must be signed by a licensed agent or authorized representative of the insurance carrier. A Broker's signature is not acceptable.

Public Schools of the Tarrytowns
200 N. Broadway
Sleepy Hollow, NY 10591

The certificate shall be issued to the Owner with a provision that in the event the policies are either cancelled or diminished, at least 30 days prior notice thereof shall be given to the Owner.

The successful bidder or substitute consultant shall not commence work under this contract until the successful bidder has obtained all insurance required under this section and the Owner has approved such insurances. The successful bidder shall require any substitute consultant(s) to provide all of the requirements of this section before any work is to commence.

Further, Consultant shall require all Sub-consultants to carry similar insurance coverage's and limits of liability as set forth above and adjusted to the nature of the Sub-consultant's operations and submit name to Owner for approval prior to start of any work.

In the event Consultant fails to obtain the required certificates of insurance from Sub-consultants and a claim is made or suffered, the Consultant shall indemnify, defend and hold harmless the Owner, Architect (if applicable), Engineers (if applicable), Consultants (if applicable) 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.

Coverage's whether written on an occurrence or "claims made basis, 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.

Consultant assumes all responsibility for the safety and keeping of all tools and equipment and any materials and products used to complete or perform the work. The consultant waives all rights against the owner, their employees and agents for any loss or damage to any such tools, equipment or any material or products used to complete or perform the work. The consultant shall require similar waivers in favor of the above named parties from all Sub contractors, agents and employees of any of them.

The insurance required by this Article shall be written for not less than the following, or greater if required by governing laws:

- | | |
|----------------------|------------------------------|
| 1. General Liability | (Occurrence Form) |
| \$2,000,000 | General Aggregate |
| 1,000,000 | Products/Complete Operations |
| 1,000,000 | Personal & Adv. Injury |
| 1,000,000 | Occurrence |
| 50,000 | Fire Damage |

Public Schools of the Tarrytowns
200 N. Broadway
Sleepy Hollow, NY 10591

5,000 Medical Expense

Coverage to include Broad Form Property Damage, Contractual Liability, Independent Contractors and Personal Injury. No exclusion for XCU or hazards shall be endorsed to the Policy.

2. Auto Liability to cover all vehicles; or owned, hired, leased and non owned vehicles.

\$1,000,000	Combined Single Limit or
500,000	Bodily Injury (per person)
1,000,000	Bodily Injury (per accident)
500,000	Property Damage
5,000	Medical Payments
3. Excess Liability: Insurance is to cover all stated insurance coverage's listed within this article:

\$2,000,000	Each Occurrence
2,000,000	Aggregate
10,000	Retention (Maximum)
4. Worker's Compensation

Statutory	Part A
Employees Liability	Part B
\$500,000	Each Accident
1,000,000	Disease Policy Limit
500,000	Disease Each Employee
5. Professional Errors and Omissions Insurance

\$2,000,000	Per Occurrence
\$2,000,000	Aggregate

For the professional acts of the consultant performed under the contract for the District. If written on a "claims made" basis, the 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.

All limits carries in excess of the above amounts must be shown on the Certificate of Insurance, and all parties listed above must be added as additional insured for all limits so carried.

- I. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- II. Consultant acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract. The consultant is to provide the districts with certificate of insurance and endorsement(s), evidencing the above requirements have been met, prior to the commencement of work or use

Public Schools of the Tarrytowns
200 N. Broadway
Sleepy Hollow, NY 10591

of facilities. The failure of the district to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the district.

The district is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The consultant further acknowledges that the procurement of such as required herein is intended to benefit not only the district but also the NYSIR, as the district's insurer.

Questions:

Contact: Mr. Brian Fried
E-mail: bfried@tufsd.org
Phone: 914.631.9401

PLEASE show this insurance agreement to your insurance company to have all the proper insurance requirements issued (Purposefully Repetitive. Agreement Must Be Signed and Returned).

INSURANCE AGREEMENT – PROFESSIONAL CONSULTANTS

- I. Notwithstanding any terms, conditions or provisions, in any other writing between parties, the consultant hereby agrees to effectuate the naming of the district as an additional insured on the consultant's insurance policies, with the exception of Workers' Compensation, N.Y.S. Disability and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.
- II. The policy naming the district as an additional insured shall:
 - Purchase an insurance policy from an A.M. Best rated "secured", New York State licensed insurer.
 - State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers on the certificate of insurance.
 - The district shall be listed as an additional insured (must be stated on the certificate of insurance) by using endorsement CG 2026 or equivalent. **A completed copy of the endorsement(s) must be attached to the certificate of insurance.**
 - The certificate of insurance must describe the specific services provided by the contractor (e.g., physical therapy, psychological services, staff consultant) that are covered by the commercial general liability policy and the umbrella policy.
 - At the District's request, the contractor 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.
- III. The consultant agrees to indemnify the district for any applicable deductibles and self-insured retentions.
- IV. Required Insurance:
 - **Commercial General Liability Insurance**
\$1,000,000 per occurrence/\$2,000,000 aggregate.
 - **Workers' Compensation and N.Y.S. Disability**

Public Schools of the Tarrytowns
200 N. Broadway
Sleepy Hollow, NY 10591

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of or exempt from coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. **ACORD certificates are no longer acceptable as proof of or exempt from Workers' Compensation and N. Y. S. Disability.**

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 may be completed and submitted online:

http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

- **Professional Errors and Omissions Insurance**
\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the district. If written on a "claims-made" basis, the 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.
 - **Automobile Liability, if applicable** (*Required when transporting students, staff, school property*)
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - **Sexual Molestation and Abuse Liability, if applicable** (*Required when services are being provided off school premises and or transporting of students/staff*)
\$1,000,000 per occurrence must be included within the commercial general liability policy and stated on Certificate of Insurance.
- V. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- VI. Consultant acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract. The consultant is to provide the districts with certificate of insurance and endorsement(s), evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the district to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the district.
- VII. The district is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The consultant further acknowledges that the procurement of such as required herein is intended to benefit not only the district but also the NYSIR, as the district's insurer.

Public Schools of the Tarrytowns
200 N. Broadway
Sleepy Hollow, NY 10591

Consultant Name: _____

Consultant Signature: _____

Date: _____

Public Schools of the Tarrytowns
200 N. Broadway
Sleepy Hollow, NY 10591

Appendix A

NON-COLLUSIVE BIDDING CERTIFICATION

(As required by Section 103d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate, this corporation bidder shall be liable under the penalties of perjury).

As of September 1, 1966, this Section will read as follows-

103-d 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 bidders and affirmed by such bidder as true under the penalties of perjury,

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

1 The prices in this 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 an 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. Any 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 shall so state and furnish with the bid a signed statement which sets forth in detail the reason 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 the 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).

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 certification referred to in subdivision one of the section, shall be deemed to include the signing and submission of the bid and the inclusion as the act and deed of the corporation.

Signed _____ Title _____

Public Schools of the Tarrytowns
200 N. Broadway
Sleepy Hollow, NY 10591

Appendix B

HOLD HARMLESS AGREEMENT

(This form must be signed and notarized – Submit with bid)

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

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

The assumption of 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 legal proceedings that may be brought against the Tarrytown Union Free School Union Free School District, Tarrytown Union Free School Schools Board of Education, or any officer, agent, servant, or employee of the Tarrytown Union Free School Union Free School District on any claim or demand, and shall satisfy any judgment that may be rendered against the Tarrytown Union Free School Union Free School District, Tarrytown Union Free School Schools Board of Education, or any officer, agent, servant, or employee of the Tarrytown Union Free School Union Free School District.

This Indemnification, Defense and Hold Harmless Agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, notwithstanding that Dealer 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 Dealer.

Signature: _____ Date: _____

Affirmed to me this _____ day of _____, 2024

Public Schools of the Tarrytowns
200 N. Broadway
Sleepy Hollow, NY 10591

Appendix C

IRAN DIVESTMENT ACT COMPLAINE RIDER

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the District, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

- a. The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- b. The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the SFL and maintained by the Commissioner of the Office of General Services.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the SFL. In any case where the bidder or proposer cannot certify that it is not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The District may award a bid to a bidder who cannot make the certificate on a case by case basis if:

1. The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The District makes a determination that the goods or services are necessary for the District to perform its functions and that, absent an exemption, the District would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Public Schools of the Tarrytowns
200 N. Broadway
Sleepy Hollow, NY 10591

Appendix D

CERTIFICATION - IRAN DIVESTMENT ACT OF 2012

(This form must be signed and notarized – Submit with bid)

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added new provisions to the State Finance Law (SFL), §165-a and General Municipal Law (GML) §103-g effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b) and GML §103-g, 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 response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Proposer is advised that once the list is posted on the OGS website, any Proposer seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

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

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

Signature: _____ Date: _____

Affirmed to me this _____ day of _____, 2024

Public Schools of the Tarrytowns
200 N. Broadway
Sleepy Hollow, NY 10591

Appendix E

PROPOSAL CERTIFICATION

We have read the Request for Proposal (RFP) for Claims Auditor Services and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to fulfill the requirements thereto. We understand that our ability to meet the criteria and provide the required services shall be reviewed by the District, which will develop a recommendation for the Board of Education's consideration regarding the selection of the most advantageous Claims Auditor Services proposal.

It is understood that all information included in, attached to, or required by this RFP shall become public record upon delivery to the District. The undersigned certifies that the completion of the Proposal is a binding commitment to provide the Claims Auditing Services requested as proposed herein.

Company name

Address

City, State, Zip

(Print name)

(Signature)

(Phone)

(Fax)

Public Schools of the Tarrytowns
200 N. Broadway
Sleepy Hollow, NY 10591

Appendix F

INSURANCE CERTIFICATION

Name of Bid/Proposal: Claims Auditing Services

Your Insurance representative must complete the form below in order to be considered for the award of this Bid/Proposal, and it is important that you complete the Bidder's Acknowledgement section of this form (below).

Please note that a Certificate of Insurance must accompany your Bid/Proposal submission in order for your Bid/Proposal to be considered.

Insurance Representative's Acknowledgement:

We have reviewed the insurance requirements set forth in the Bid/Proposal and are capable of providing such insurance to our insured in accordance with such requirements in the event the Purchase Order is awarded to our insured and provided our insured pays the appropriate premium.

Insurance Representative:

Address: _____

Are you an agent for the companies providing coverage? Yes _____ No _____

Insurance Representative

Date

Bidder's Acknowledgement:

I acknowledge that I have received the insurance requirements of this Bid/Proposal and have considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required in accordance with the Bid/Proposal, if it is awarded. I understand that a Certificate of Insurance must be submitted with my Bid/Proposal; and if it is not, the Tarrytown Union Free School District may reject my Bid/Proposal and award to the next lowest Bidder.

Firm Name:

Address: _____

Date: _____

Bidder's Signature

Public Schools of the Tarrytowns
200 N. Broadway
Sleepy Hollow, NY 10591

Appendix G

Reference Form:

Bidders must include with their proposal, a minimum of three (3) references where the bidder provides similar services to the services described herein. References must include contact names and telephone numbers. Bidders must also demonstrate that the firm or at least one principal in the firm has been providing the necessary services for a minimum of three (3) years. Failure to include this information with your proposal may result in the BID's rejection.

Reference (Name & Company)

Telephone Number

1. _____

2. _____

3. _____

4. _____

5. _____

APPENDIX H

DETAILS OF MANAGEMENT AND KEY PERSONNEL

Bidders shall provide details, including curriculum vitae, of all personnel who will be engaged in the provision and management of the services required by this Request for Proposal. Specifically, bidders shall provide this information in relation to personnel who will be responsible for:

- Identity of the key personnel who will be responsible for performing each services/task.
- Identity of the person who will be responsible for coordinating this inspection.
- Technical knowledge of the personnel who will be responsible for performing each service/task.
- Qualifications of the personnel responsible for each service/task.
- Relevant qualifications and training.
- Length of time with the Bidder's organization.
- Position now held with the Bidder and length of time in this position.
- Experience (and role) in providing similar services over the past three years

Name	Qualification	Experience