

SHELTER ISLAND UNION FREE SCHOOL DISTRICT
REQUEST FOR PROPOSAL: External Auditing Services & Fiscal Reporting RFP #24-EAS
ONE YEAR CONTRACT, RENEWABLE FOUR (4) ADDITIONAL TIMES
BEGINNING July 1, 2024
PROPOSALS RECEIVED UNTIL: June 20, 2023 at 11:00 am

The Shelter Island Union Free School District hereby invites the submission of sealed proposals from qualified and experienced Certified Public Accounting firms for **External Auditing Services & Fiscal Reporting** for the District.

The District requests proposals from qualified firms interested in providing external auditing functions for the school district. The external 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.

Enclosed for your consideration is a Request for Proposal (RFP).

To be considered for this engagement, your firm must meet the qualifications and satisfy the requirements set forth in this RFP.

Completed proposals must be received at the following address by **June 20, 2023 at 11:00 a.m.** local time and addressed as follows:

SHELTER ISLAND UNION FREE SCHOOL DISTRICT
Attn: Debbie Vecchio, District Treasurer
RFP#24-EAS External Auditing Services & Fiscal Reporting
33 North Ferry Road
PO Box 2015
Shelter Island, NY 11964

Unless otherwise noted in this proposal, all questions and correspondence should be directed to Debbie Vecchio and emailed to dvecchio@shelterisland.k12.ny.us.

All questions will be addressed appropriately by addendum.

I. GENERAL INFORMATION

The Shelter Island Union Free School District (the "District") invites proposals from qualified firms of Certified Public Accountants, hereinafter referred to as "auditor", to perform independent auditing services of the basic financial statements of the district annually, according to the requirements of the New York State Education Department.

In accordance with policies and procedures, contracts for professional services requiring special skill or training are not subject to competitive bidding requirements of 1 03 of General Municipal Law.

The successful proposer will be expected to provide services such as those listed below. The specific services to be contracted will be the result of discussions during the RFP process and final contract negotiations between the District and the successful proposer. Changes to the list of services could also be impacted by legislative action and/or the finalization of the Comptroller's plan to address financial controls at school districts.

The external audit services will be conducted in accordance with generally accepted auditing standards; the standards for auditing contained in Government Auditing Standards, issued by the Comptroller General of the United States (“Yellow Book Standards”), or the standards established by the Institute of Internal Auditors (“Red Book Standards”) and guidelines promulgated by the Department of Audit and Control and Education Department of the State of New York.

During the evaluation process, the Board of Education reserves the right, where it deems to serve the District’s best interest, to request additional information and clarification from proposers, or to allow corrections of error or omissions. At the discretion of the Board of Education, firms submitting proposals may be requested to make oral presentations, as part of the evaluation process, at a time determined by the Board of Education at no cost to the District.

Please include in the proposal the complete audit services to be performed, the fee, an affirmative statement that the firm is independent of the District and licensed to practice in New York State, the qualifications and experience of the firm and the principal and audit team members to be assigned. The District anticipates that the selection of a firm will be appointed at the Board of Education meeting in July or August, 2024.

Following notification of the selected firm, a purchase order will be executed by the District referencing the RFP number as the contract document.

II. DISTRICT BACKGROUND INFORMATION:

The District 2024-25 General Fund is operating on a budget of \$13,099,796. The district has three (3) bargaining units and a staff of 60 full-time employees.

The district is utilizing nVision, as its accounting software program for accounting, purchasing and payroll functions. All accounting and payroll operations are performed in-house on computers. Security and technical support is provided by our technology department.

III. SCOPE OF WORK:

The primary role of the auditor will be to provide auditing services of the basic financial statements of the District, including, but not limited to, the Extra-Classroom Activity Fund, annually, according to the requirements imposed upon school districts by the New York State Education Department. The auditor will be asked to provide expert and objective opinions, advice, and reporting. Such services will include, but will not be limited to:

- Preparation of the annual management letters
- Auditing of:
 - Financial statements of the governmental activities
 - Each major fund
 - Fiduciary funds
- Attendance, from time to time, at meetings of the Board of Education and the Board's Audit Committee, to take place at 33 North Ferry Road, Shelter Island, NY 11964, and via virtual capability
- Availability, by telephone and in person, to address the questions of management and the Board of Education

The Shelter Island Union Free School District maintains its records in compliance with the New York State Uniform System of Accounts for School Districts. The payroll and financial records of the Board of Education are maintained on nVision. The District fiscal year begins July 1st and ends June 30th. The

final audit report must be provided to the Board of Education, the Board's Audit Committee and must also be filed with the NYSED by October 15.

The District will require that the selected firm's assigned staff perform preliminary audit work (e.g. testing of transactions) prior to the close of the fiscal year. Final fieldwork shall begin no later than July 25th and conclude not later than August 31st annually. It is estimated that the actual time in the district will be between 5 -15 days during July and August. The District requires that the staff assigned to perform preliminary audit work prior to June will be the same staff to complete the fieldwork in July and August.

The firm will prepare all reports on its premises and deliver copies of all reports to the Superintendent or his designee. The annual audit report letter to management shall be attached to or included in the same binder with the financial statements. The firm shall advise the Superintendent or his designee as to the proper promulgation of their reports in writing. It is anticipated that the Board of Education, District officials and community members will be at the public meeting. The firm shall also be required to meet with the District's Audit Committee at least twice during the fiscal year.

The prior External Audit Report can be found on the District's website, shelterisland.k12.ny.us

There are three major areas of audit:

1. I . The funds and account groups of the Board:
 - a. General Fund
 - b. Special Revenue Fund: Special Aid Fund
 - c. School Lunch Fund: Food Service Fund
 - d. Capital Fund
 - e. Trust & Agency Funds: Flexible Benefit Program
 - a. Expendable Trust Funds
 - b. Nonexpendable Trust Funds
 - c. Agency Funds
 - f. Private Purpose Trust Funds
 - g. Debt Service Fund
2. Extra-Classroom Activity Funds-Extra-Classroom Activities are organizations of students within a school district, which finance their operations from sources other than taxation or charges of a Board of Education. The monies raised by these activities are known as Extra-Classroom Activity Funds.
3. Federal Grant monies under the Federal Single Audit Act.

This audit will be GASB-34 compliant and made in accordance with generally accepted auditing standards and the New York State Education Department's Minimum Program for Audit. The Single Audit will include those requirements defined on OMB Circular A-133, "Audits of State and Local Governments."

The reporting requirements are as follows:

1. The Minimum Audit Schedules of the New York State Education Department. This includes Schedules 1 through 4 plus Supplemental Schedules SS1 through SS6. These schedules are due in Albany by October 15th.
2. An audit opinion with accompanying financial statements and notes for all funds and account groups of the Board.

3. An audit opinion with accompanying financial statements and notes for the Extra-Classroom Activity Funds.
4. An audit opinion with accompanying financial statements and notes for Federal Single Audit programs.
5. A Management letter, which will include a summation statement of audit findings, a description of any material weaknesses in internal control, and recommendations for financial management improvement.
6. Prior to commencing the audit of the School District, the Audit Firm shall provide a document to the BOE outlining the audit plans for the year, along with a descriptive risk assessment document outlining all the risks impacting the School District. The Audit Firm should also disclose to the BOE in a document, the specific sample size selected for the areas to be audited (along with an explanation as to how it was determined).
7. A presentation of the above to the Board of Education at a regularly scheduled public meeting.
8. Prior to finalizing the audit report, the Firm shall provide a copy of the draft audit report to the Audit Committee, and shall meet with members of the Audit Committee and BOE (Board of Education) to discuss the report.
9. All reports prepared on behalf of the School District will be submitted to the NYS Education Department, on a timely basis.

Interim fieldwork should be performed in preparation for year-end closing. All working papers associated with this engagement shall be retained for a minimum of three years from the date of the audit report. Further, all such working papers shall be available for examination by authorized representatives of cognizant agencies, the District and subsequent independent auditors.

IV. PROPOSER'S REQUIREMENTS

A. Management and Qualifications: In setting forth its qualifications, each interested firm shall, in concise but adequate detail:

- a. Provide documentary evidence that the firm is either (a) a New York State licensed Certified Public Accounting Firm, or (b) 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 firm's experience and expertise in independent auditing services;
- c. State the names and titles of the officers and associates in the firm;
- d. State the names and titles of all partners, associates, and accountants that might be assigned to this engagement and provide their resumes;
- e. State whether the individuals responsible for the independent auditing services have completed at least 80 (CPE) hours in each of the last two (2) years and identify those individuals by name;
- f. State whether the individuals responsible for the independent auditing services have completed at least 24 of the 80 (CPE) hours of continuing education and training in subjects directly related to the government environment and identify those individuals by name;

- g. Describe any subjects related to independent auditing services which the firm feels have special expertise that will benefit the District and the nature of that special expertise;
- h. Identify the nature of any potential conflict of interest the firm might have in providing this or any other work for the District; and
- i. Provide proof of insurance for malpractice; and
- j. Provide any other information you believe would be beneficial to the District.

B. INSURANCE REQUIREMENTS

- Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the External Auditor hereby agrees to effectuate the naming of the District as an additional insured on the External Auditor's insurance policies, with the exception of workers' compensation, NY State disability and professional liability. If the policy is written on an external-made basis, the retroactive date must precede the date of the contract
- The policy naming the District as an additional insured shall:
 - a. Be an insurance policy from an A.M. Best rated "secure" insurer, licensed in New York State. The District, at its sole discretion, may accept an insurer otherwise authorized to provide insurance in New York State.
 - b. State that the External Auditor's coverage shall be primary and noncontributory coverage for the District, its Board, employees and volunteers.
 - c. Be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with the District. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance. The decision to accept an alternative endorsement rests solely with the District.
 - d. If so requested, the External Auditor will provide copies of the required policies.
- The External Auditor agrees to indemnify the District for any applicable deductibles or self-insured retentions.
- Required Insurance:
 - a. Commercial General Liability Insurance
\$1,000,000 per occurrence/ \$3,000,000 aggregate.
 - b. Workers' Compensation and N.Y.S. Disability
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
 - c. Professional Errors and Omissions Insurance
\$2,000,000 per occurrence/ \$3,000,000 aggregate for the consulting services being performed, directly or through sub-consultants, by the external Auditor performed under the contract for the District. If written on an "external-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.
 - d. Excess Insurance
On a "Follow-Form" basis, with limits of \$3,000,000 each occurrence and aggregate. It is the intent of the District to have the external Auditor's Excess Insurance also apply over the professional liability insurance.
 - e. Performance Bond

The external Auditor shall be bonded by a surety company approved by, and in good standing with, New York State. The Performance Bond shall name the District as the obligee.

- External Auditor acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. The external Auditor is to provide the Districts 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 the District to object to the contents of the certificate or the absence of the 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 external Auditor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also NYSIR, as the District's insurer.

V. TERM OF ENGAGEMENT

The District is seeking proposals from firms licensed to practice in the State of New York, to provide External Auditing Services & Fiscal Reporting as described herein for the period from July 1, 2024 to June 30, 2025 and for each of the four (4) subsequent fiscal years.

This contract is renewable annually at the discretion of the Board of Education upon the recommendation of the Superintendent of Schools.

The attached RFP proposal includes four years of pricing.

The firm can call Debbie Vecchio, District Treasurer at 631-749-0302 x195 if there are any questions regarding the scope of services to be provided to the District.

VI. SUBMISSION OF PROPOSAL

All quotations must be submitted in two parts. Part I must consist of responses to the management and qualifications items. Part II must consist of complete contract cost and pricing information. Incomplete submissions will not be considered for award. Quotations should not be excessively long, and should be submitted in a format that permits copying for review by committee or Board of Education. Only two copies of each quotation will be accepted, one copy titled "ORIGINAL" and the second titled "COPY". Part I and Part II must be in separate sealed envelopes & labeled accordingly. Each page of the quotation must state the firm submitting the quotation, the fact that the proposal is being submitted to Shelter Island School District, and the page number. All materials submitted in response to this request for quotation shall become the property of the District.

Indicate "RFP#24-EAS External Auditing Services & Fiscal Reporting" on the outside of a sealed envelope.

The proposal must indicate the name of the proposer's firm, address of office submitting the proposal, telephone number, date of the proposal, and the name of the individual(s) who is (are) authorized to represent and make binding commitments for the proposer in connection with this engagement.

VII. EVALUATION PROCEDURES

A. EVALUATIONS

Proposals submitted will be evaluated by the Superintendent of Schools, the District Treasurer and a committee of individuals selected by the Superintendent. The proposals may be reviewed by the Audit Committee and then submitted to the Board of Education for award.

B. EVALUATION CRITERIA

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process.

1. Mandatory Criteria

- a. the proposer possesses qualifications commensurate with duties of an external auditor;
- b. the proposer meets independence standards, including having no conflict of interest with regard to any other work performed by the proposer for the District;
- c. the proposer submits a copy of its last external quality control/peer review report and the proposer has a record of quality audit work; and,
- d. the proposer adheres to the instructions in this request for proposal on preparing and submitting the proposal.

2. Technical Criteria

- a. Expertise and Experience-the proposer's past experience and performance on comparable school district engagements; the quality of the proposer's personnel (if any) to be assigned to the engagement and the quality of the proposer's management support personnel to be available for technical consultation; and,

3. Cost Criteria

- a. COST WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF AN EXTERNAL AUDITOR
- b. The District reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

VIII. PROPOSAL SUBMISSIONS

PART I – Management and Qualifications

- In setting forth its qualifications, each firm submitting a quotation shall:
- Provide evidence that the firm is 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.
- Describe the firm's experience and expertise in the area of external auditing.
- State the name(s) of the officer(s) and associate(s) in the firm.
- State the names and credentials of all partners, associates, and accountants that might be assigned to this engagement and provide their resumes.
- Identify the nature of any potential conflict of interest the firm might have in providing these services to the district.
- Provide a copy of the firm's latest peer review.
- Provide any other information that might be beneficial to the District.
- Identify current governmental audit clients of the firm to which external auditing services are being provided. Include name, title, and telephone number of person who can be contacted for a reference.
- Estimate the aggregate number of hours of time that professional staff would devote to the Shelter Island School District's external auditing engagement

- Provide signed copies of the forms following the fees page, namely Pages 10 through 18 of this document.

PART II – Fees:

- Total All-Inclusive Maximum Price
- The proposed fee should contain all pricing information relative to performing the engagement as described in this request for proposal. The total all-inclusive maximum price is to contain all direct and indirect costs including all out-of-pocket expenses. The maximum price should cover follow-up work, and provide for advice and counsel to the staff throughout the term of this engagement.
- The form on Page 9 of this document should be submitted indicating the price.

IX. PAYMENT

Payment will be made by progressive billing of invoices for work performed to date as mutually agreed upon by the firm and the District.

X. INTERVIEW

The award process may include an interview with the Audit Committee and the Board of Education. Date of the interview to be determined.

XI. TERMINATION OF CONTRACT

This professional service contract is subject to termination at any time by the Board of Education with thirty (30) days written notice, if deemed in the best interest of the District.

XII. RIGHT TO REJECT REQUESTS FOR PROPOSAL

The BOARD OF EDUCATION reserves the right to accept or reject without prejudice any or all proposals or any parts of proposals receive under this Request for Proposal.

PRICING PROPOSAL:

NOTE WELL THAT PRICING IS ALL INCLUSIVE.

There are no additional charges allowed for mileage, tolls, lodging etc. under this contract.

I hereby submit a proposal for external auditing services for the Shelter Island Union Free School District in accordance with the Request for Proposal and all guidelines contained within the Reference Manual for Audits of Financial Records of New York State School Districts published by the New York State Education Department.

Complete External Auditor Services (all-inclusive):

Pricing Period	All Inclusive Price
July 1, 2024 to June 30, 2025	\$
July 1, 2025 to June 30, 2026	\$
July 1, 2026 to June 30, 2027	\$
July 1, 2027 to June 30, 2028	\$
July 1, 2028 to June 30, 2029	\$

Office of Company (Signature)

Date

Name of Officer

Title

Company Name

Telephone

Fax Number

Address

Email address

AFFIDAVIT OF NON-COLLUSION

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this proposal or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm. I further attest that:

1. The price(s) and amount of this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, proposer or potential proposer.
2. Neither the price(s), nor the amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer on this project, and will not be so disclosed prior to the RFP opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from submitting a proposal on this project, or to submit a proposal higher than the proposal of this firm, or any intentionally high or non-competitive proposal or other form of complementary proposal.
4. The proposal of my firm is made in good faith and not pursuant to any agreement, discussion with, or inducement from any firm or person to submit a complementary proposal.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by an firm or person to refrain from submitting a proposal or to submit a complementary proposal on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any project, in consideration for my firm’s submitting a complementary proposal, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm’s proposal on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit. The person signing this proposal, under the penalties of perjury, affirms the truth thereof.

Signature & Company Position

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 20____

Type Name & Company Position

Company Name

Notary Public

Date Signed

Federal I.D. Number

CONFLICT OF INTEREST CERTIFICATION

Name of Contractor _____

Business Address _____

Telephone Number _____

The Contractor above mentioned declares and certifies:

- 1) That the said Contractor is of lawful age and the only one interested in this proposal, and that no one other than said Contractor has any interest herein.
- 2) That this proposal is made without any previous understanding, agreement or connection with any other person, firm, or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.
- 3) That no member of the Board of Education of the Shelter Island 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 proposal or in the supplies, materials, equipment, work, or services to which it relates, or in any portion of the profits thereof.
- 4) 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 RFP, 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.
- 5) That the prices quoted are net and exclusive of all federal, state and municipal sales and excise taxes.
- 6) The non-collusive certification applies to this RFP.

Signature & Company Position

Type Name & Company Position

Company Name

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 20____

Notary Public

DISCLOSURE FORM

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 Shelter Island 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 Shelter Island Union Free School District? _____ If yes, please describe transaction(s):

3. Does any direct relative of a member of the Board , administrators, or staff possess any financial interest, directly or indirectly, in the firm (For purpose of this inquiry a direct relative is to be defined as a parent, spouse, child or sibling)._____ If yes, set forth below the Shelter Island 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.

Signature & Company Position

Type Name & Company Position

Company Name

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 20____

Notary Public

HOLD HARMLESS AGREEMENT

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

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

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

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

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

Signature & Company Position

Type Name & Company Position

Company Name

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 20____

Notary Public

CERTIFICATION – Sexual Harassment Policy

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at minimum, meet the requirements of section two hundred one-g of the labor law.

Signature & Company Position

Type Name & Company Position

Company Name

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 20____

Notary Public

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

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

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

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

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the

Proposer nor any proposed subcontractor is identified on the Prohibited Entities List.

Signature & Company Position

Type Name & Company Position

Company Name

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 20____

Notary Public

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

Proposers shall complete this form if they cannot certify that the Proposer or any proposed Subcontractor is not identified on the Prohibited Entities List. The District reserves the right to undertake any investigation into the information provided herein or to request additional information from the proposer.

Name of the Proposer: _____

Address of the Proposer: _____

Has the proposer been involved in investment activities in Iran? _____

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

If so, when did the first investment activity occur? _____

Have the investment activities ended? _____

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

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

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

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

I, _____ being duly sworn, deposes and says that he/she is the

_____ of the _____ Corporation and the foregoing is true and accurate.

Signature & Company Position

Type Name & Company Position

Company Name

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 20_____

Notary Public

Certification of Proposal

After the award of the RFP, the placing of an order by the Purchasing Agent of the Shelter Island Union Free School District with the proposer for the services herein described, shall be deemed an acceptance of this proposal and shall constitute a contract between the Shelter Island Union Free School District and the Proposer for supplying the supplies and/or services herein described in accordance with the terms of this proposal and at the prices named herein.

AUTHORIZED SIGNATURE _____

DATE _____

PRINT NAME _____

TITLE _____

FIRM NAME: _____

ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____) ss.:

On the ___ day of _____ in the year 20__ before me, the undersigned, personally appeared, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

