

MOUNT VERNON CITY SCHOOL DISTRICT
165 North Columbus Avenue
Mount Vernon, New York 10553

REQUEST FOR PROPOSALS

RFP# 25/16-10 FORENSIC AUDIT SERVICES

The objective of this request for Proposals (“RFP”) is to solicit proposals from experienced, qualified, independent and certified fraud examiners, forensic auditors, or certified public accountants to perform a forensic audit of [purpose of the audit] . Under this solicitation, the Board of Education intends to select a qualified individual or firm to conduct a forensic audit of key aspects of the District’s finances as more specifically outlined below.

General Information:

Mount Vernon City School District serves approximately 6,500 students across thirteen (13) school buildings with the following grade configurations:

- Two (2) schools serving grades 7-12
- One (1) school serving grades 9-12
- Four (4) schools serving grades Pre-K-6
- Two (2) schools serving grades Pre-K-8
- Two (2) schools serving grades K-8

The District currently operates on an budget of approximately \$272,206,615 as approved by the voters for the 2025-2026 fiscal year.

Background and Need for Forensic Audit

The District is seeking a comprehensive forensic audit of several areas of fiscal and operational concern. The fiscal audit shall be aimed at identifying financial irregularities, misallocation or misuse of funds. The School District has identified the following areas for audit:

1. State Fiscal Oversight The District currently maintains a State Comptroller monitoring score of 85.0, indicating fiscal stress requiring enhanced oversight and monitoring through June 2027.

2. General Fund: The General Fund has been impacted by several irregular transfers and expenditures that require investigation, including transfers to cover the school lunch fund deficit, subsidization of costs that should be covered through Medicaid reimbursement, accounts payable obligations, and service provider costs.

3. School Lunch Fund: In April of 2025, the District's food service management company reported a return of approximately \$1.5 million to the District. In December of 2025, the District received notice of a negative lunch fund balance of \$959,053, necessitating a transfer from the general fund.

4. Capital Fund: Despite investment into the District's facilities, the District's thirteen (13) school buildings' condition raises concern about capital project expenditures, fund utilization, and project management including whether projects were properly bid and executed, if expenditures align with approved capital plans, and why building conditions do not reflect the level of capital investment. A comprehensive review of capital project accounting, vendor payments, change orders, and project close-out procedures is necessary.

5. Procurement and Contracting Compliance: The School District is required to make procurements in accordance with New York Education Law and New York General Municipal Law as reflected in the District's purchasing policies and regulations. The District requires investigation into whether:

- Employees have circumvented or improperly manipulated procurement processes
- Contracts have been awarded outside of required competitive bidding or RFP procedures
- Potential conflicts of interest exist between District employees and vendors/contractors
- Personal or professional relationships have influenced vendor selection or contract awards
- Purchase splitting or other methods have been used to avoid procurement thresholds
- Proper documentation and justification exist for sole-source or emergency procurements

A thorough review of vendor relationships, contract awards, purchase order patterns, and employee financial disclosures is necessary to ensure compliance with all applicable procurement laws and to identify any improper relationships or self-dealing.

6. Payroll The District's payroll department experiences recurring operational challenges including:

- Frequent overpayments and underpayments to employees each pay cycle
- Errors in tax withholding calculations
- Time and attendance recording inconsistencies
- Excessive overtime required for routine payroll processing functions
- Potential irregularities in payroll processing requiring investigation

7. Medicaid Reimbursement: With over 21% of students classified as students with disabilities, the District provides extensive related services that should generate substantial Medicaid reimbursement. However, current Medicaid reimbursement rates are disproportionately low relative to the volume of billable services provided. General fund and IDEA allocations are being used to subsidize costs that should be covered through Medicaid reimbursement, suggesting potential issues with billing, documentation, or claims submission processes.

8. Accounts Payable: The District experiences chronic delays in processing vendor payments, resulting in strained relationships with critical service providers. Given that many providers serve as the sole source for essential services, these payment delays jeopardize the District's ability to

maintain necessary partnerships. Investigation is needed to identify systemic issues preventing timely payment processing and to ensure proper internal controls are in place.

9. Student Activities Fund: The Student Activities Fund has been cited repeatedly in the District's annual audit reports, indicating ongoing compliance issues, internal control deficiencies, or accounting irregularities. A forensic review is needed to examine student activities fund management, including cash handling procedures, deposit documentation, expenditure authorization, reconciliation practices, and adherence to established policies and procedures governing extracurricular account management.

10. Tax Office: Mount Vernon City School District is one of the few districts in New York State that collects its own property taxes. Reconciliation issues have been identified between the Infotax system records and actual cash flow, requiring investigation to ensure accurate tax collection, proper accounting, and appropriate internal controls over revenue collection and deposit procedures.

For each of the identified areas, the forensic audit shall be limited in scope to a period of three or five year period (i.e. 2023-present or 2020-present), as determined by the District. Cost proposals should account for this audit timeframe. Should there be a cost difference, proposers should include cost proposals for each timeframe.

Scope of Work: The successful proposer's services shall plan and conduct a thorough forensic audit of the identified areas to include but not be limited to:

- **General Fund**
- **School Lunch Fund**
- Capital Funds;
- Payroll;
- Accounts Payable;
- Student Activities Funds;
- Tax Office;
- Medicaid Reimbursement;
- Ability to meet with the Board of Education and/or the administration to obtain the relevant information needed either virtually or in person.

The forensic audit shall be performed in accordance with the specifications set forth below and applicable law, rules and regulations and professional standards governing the work of this engagement. The District anticipates completion of the forensic audit within six months of award of the contract by the Board of Education. The successful proposer shall provide detailed report to the Board of Education upon completion of the engagement with all findings and recommendations.

PROPOSAL SUBMISSION REQUIREMENTS

Three (3) copies of the proposal include a USB drive, and other required documents must be submitted in a sealed envelope clearly labeled “**RFP #25/26-10: Mount Vernon City School District - Forensic Audit Services**” with the name and address of the proposer and submitted to:

**Hillary Thompson
Purchasing Agent
Mount Vernon City School District
165 No. Columbus Avenue
Mount Vernon, New York 10553**

One copy of the proposal must be titled ‘ORIGINAL’ and each of the other two copies titled “COPY”. Each page of the proposal must bear the follow information: Name of Proposer, Mount Vernon City School District - Forensic Audit Services RFP, and the page number. All materials submitted in response to this request for proposal shall become the property of this School District.

If the District is closed on the day the proposal is due, the proposal due date will be extended to the next day the District is open at the same time .

All proposals must be received on or before March 17, 2026 at 10:00 a.m.

There is no express or implied obligation for the School District to reimburse responding individuals or organizations for any expenses incurred in preparing proposal or attending any interview in connection with responding to this RFP. Proposals submitted after the stated time and date will not be considered and will be returned to the organization unopened. Any questions or request for clarification concerning this RFP must be addressed to the School District’s Purchasing Agent, Hillary Thompson in writing via email at hthompson@mtvernoncsd.org prior to March 11, 2026 at 11:00 a.m. Responses to any questions will be sent to all prospective proposers in writing as an addendum to this RFP.

Proposals:

All proposals must be submitted in parts and will be evaluated as such. **Part I** must consist of responses to organization and qualification items. **Part II** must include the cost of proposal to provide the auditing services described herein. All aspects of this RFP shall be addressed in the proposal. 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.

Organizational and Qualifications:

- Each proposer must describe the overall make-up of the project team, and a detailed statement as to how the proposer intends to meet the needs of the School District.
- Proposers should include a chart depicting the management structure envisioned for the forensic audit.
- Proposers should provide an affirmation stating that it is independent and there are no conflicts of interest between the firm and the School District.

The Board of Education reserves the right to reject forensic audit team members who do not have appropriate experience or qualifications to conduct the audit.

Proposer must provide information about the proposer (e.g. addresses, telephone/fax numbers, names of contact person and lead person.)

- Individual resumes for each of the individuals on the forensic audit team must be included in this section.

Proposers must provide an affirmation stating that each assigned individual has met all of the continuing professional education (CPE) requirements necessary to satisfy the United States General Accounting Office (GAO) standards.

Proposers shall provide information on the Proposer's most recent federal or state desk reviews or field review of its audits. The Proposer shall also disclose any disciplinary action taken or pending against the Proposer by a regulatory or enforcement agency or professional organization in the last five (5) years.

Each proposer must describe the prior relevant experience of the Proposer and members of the audit team. For each include the information listed below:

1. Customer's name
 2. Total audit cost
 3. Name s telephone number of reference for the project.
 4. Brief description of the forensic audit's scope of services and status (including type of facility at which the forensic audit was conducted and whether the audit was timely completed.) The right to call the reference provided by the proposer will be presumed by the School District.

Proposers must include any additional information about the forensic audit team, its personnel, financial condition, or qualifications regarded as being pertinent.

Financial Statement of the Organization: Proposers will submit the most recent financial statement for the company or firm. The District reserve the right to use third party companies to verify financial information provided. In addition, the District may investigate, as it deems necessary, to determine the ability of the Proposer to provide the services requested herein. The Proposer shall furnish the District within five (5) days of a request, all such information and the data for this purpose as may be requested. The District reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the District that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

Cost Proposal: Submit a cost proposal for the services described above. The cost proposal must be submitted separately in a sealed envelope and must be an all-inclusive amount for the services required for one year under the contract. The cost proposal must separately list any costs for which proposer will seek reimbursement. Proposers should account for all costs factors in preparing their proposals. No additional billing will be allowed for travel expenses, parking, materials or other incidentals.

References: In addition to any other requirements for references, proposer shall provide a client list for the past five (5) years with a similar scope of services. Proposes shall provide a reference list for any client or employer for whom the proposer has rendered services related to the subject matter covered by this Request for proposals. The client list must include agency name, contact person, addresses, and telephone number. The District reserves the right to contact those on the reference list to determine the quality of service performed and personnel assigned to those projects.

Award and Right to Reject Proposals: The School District reserves the right to reject without prejudice any and all quotations received under the RFP, to request additional information from all proposers, to negotiate with one or more of the finalists regarding the terms of the engagement and to make award offers that differ from the organizations proposed level of services and/or cost proposal. The District intends to select the organization or individual that, in its opinion, best meets the School District's needs. The Board of Education reserves the right to interview any of the proposers as it deems to be in its best interest. Dates for interviews shall be determined after submission of proposals. Interviews will be conducted by the Board of Education as a whole or a subcommittee of the Board of Education, in the Board of Education's discretion.

Termination of Contract: Any contract agreed to under this RFP is subject to termination by either party upon (30) days written notice. In the event of termination of the contract by the District, the District's responsibility shall be limited payment for services performed and costs incurred by the organization with the District's consent, prior to termination. In the event of termination of the contract by the organization, the organization's responsibility shall be to pay for any and all costs incurred by the District.

ATTACHMENT A - SPECIFICATIONS

General Specifications - The successful proposer must be familiar with NYS Education laws and regulations and able to consult and collaborate with the Board of Education and District officials as required.

Types of Services -

A. Auditing Standards to be Followed

The Auditor represents that it will follow the standards of its profession in performing all services under this RFP and the Agreement resulting from this RFP. The Auditor shall work cooperatively and in conjunction with the School District and its representatives in performing the work detailed herein.

All documents prepared by the Auditor shall comply with all applicable laws, statutes, ordinances, codes, orders, rules and regulations in effect at the time such documents are drafted. The Auditor shall comply with all Generally Accepted Accounting Principles ("GAAP") promulgated by the Government Accountability Office of the United States.

The audit will also comply, where applicable, with the following:

- 1. Standards promulgated by the New York State Comptroller;**
- 2. New York State Regulations of the Commissioner of Education**

GENERAL STANDARDS

The Auditor and its staff assigned to conduct the forensic audit shall collectively possess adequate professional proficiency for the tasks required.

In all matters relating to the forensic audit work, the Auditor and its staff shall be free from personal and external impairments to independence, shall be organizationally independent, and shall maintain an independent attitude and appearance.

The Auditor and its staff shall use due professional care in conducting the forensic audit and in preparing all related reports.

The Auditor shall have an appropriate internal quality control system in place and undergo an external quality control review.

FIELD WORK STANDARDS

The work is to be properly planned. The Auditor shall design the forensic audit to provide assurance of detecting irregularities/abnormalities that are material, malfeasance, fraud, civil or criminal wrongdoing.

The Auditor shall design the forensic audit to provide reasonable assurance of detecting material misstatements resulting from direct and material illegal acts.

If specific information comes to the Auditor's attention that provides evidence concerning the existence of possible illegal acts that could have a material indirect effect on the District's finances, the Auditor shall apply forensic audit procedures specifically directed to ascertaining whether an illegal act has occurred.

If specific information comes to the Auditor's attention that provides evidence concerning the existence of possible noncompliance that could have a material indirect effect on the District's finances, the Auditor shall apply audit procedures specifically directed to ascertaining whether that noncompliance has occurred.

The Auditor shall obtain a sufficient understanding of the District's processes with respect to the subjects of the forensic audit and internal controls to plan the forensic audit and determine the nature, timing and extent of tests to be performed.

B. Reports, Schedules and Other Communications to be Issued

Following completion of the forensic audit, the auditor shall issue a comprehensive Audit Report, including factual information, analysis of the information received and reviewed, findings on compliance or noncompliance with law and regulations, recommendations for correction of deficiencies and monitoring.

In the required forensic audit report, the auditor shall communicate all discovered abnormal activity, its quantification, cause and ramification shall be prepared and delivered to the School District.

Irregularities and Illegal Acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of which they become aware to the Audit C Finance Committee of the Board of Education.

Reporting to the Board of Education. Auditors shall assure themselves that the District's governing board is informed of each of the following:

1. The auditor's responsibility under generally accepted auditing standards.
2. Significant audit adjustments.

3. Difficulties encountered in performing the audit.

C. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of six (6) years, unless the firm is notified in writing by the Mount Vernon City School District of the need to extend the retention period.

SIGNATURE PAGE

I have reviewed and agree to the terms, conditions and other stipulations of this RFP dated March 17, 2026 and further certify the accuracy of the information submitted as the proposal:

Authorized signature: _____

Individual's name (print): _____

Title (affix seal if a corporation): _____

Business name: _____

Mailing address: _____

Business license number: _____

Date: _____ 2026

Phone: _____

Fax: _____

e-mail: _____

Proposals must be signed to be valid.

PROPOSAL SHEET

The undersigned has carefully examined the sites, specifications and other contract documents, and has examined all laws, ordinances and regulations governing the work. The undersigned does hereby agree to provide all materials necessary or required for the work proposed hereunder, in strict accordance with the contract documents.

Forensic Audit of general-purpose financial statements and
All other services not separately listed below. _____

Forensic Audit of Energy Performance Contracts _____

Forensic Audit of All Grants _____

Forensic Audit of General Fund (M C T) _____

Forensic Audit of the Special Aid Fund _____

Forensic Audit of All Transfers _____

Forensic Audit of Claims Auditor Reports _____

Forensic Audit of Treasurer Reports _____

Forensic Audit of the School Lunch Fund _____

Forensic Audit of the Check Register _____

Forensic Audit of the Scholarship Fund _____

Forensic Audit of Medicaid Reimbursement _____

TOTAL ALL- INCLUSIVE MAXIMUM PRICE: \$ _____

**SCHEDULE OF FEES FOR ADDITION SERVICES AND AUDITS IF REQUIRED BY MOUNT
VERNON CITY SCHOOL DISTRICT**

	<u>HOURLY RATE</u>
PARTNERS	_____
MANAGERS	_____
SUPERVISORY STAFF	_____
STAFF	_____
OTHER (SPECIFY)	_____

The undersigned agrees that the School District may cap the number of hours of services based upon the needs of the District on prior notice to the Consultant.

Proposal submitted by:

(Signature)

Individual/Company Represented:

(Individual/Company Name)

Individual/Company Representative

(Printed Name)

INSURANCE REQUIREMENTS

Insurance: the providers shall provide the required insurance as set forth in Appendix B.
Service Provider Insurance Coverage Requirements:

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the service provider hereby agrees to effectuate the naming of the District as an additional insured on the service provider's commercial general liability, professional liability and excess/umbrella liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must commence on or prior to the date of the contract. The reporting date or extended reporting period of any claimsmade coverage(s) must be maintained for a period of at least two years after the termination of the contract. Should the policy be cancelled, non-renewed or replaced at any point after the inception of the contract, contractor agrees to purchase the same or similar coverage with a retroactive date no later than the inception date of the original contract.

- II. The policy naming the District as an additional insured shall:
 - Be an insurance policy from an insurance carrier rated A-, VII or better by A.M. Best licensed in New York State.
 - State that the service provider's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.

- III. The District shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with District. A completed copy of the endorsement must be attached to the certificate of insurance.

- IV. IV. The certificate of insurance must describe the specific services provided by the service provider that are covered by the liability policies.

- V. At the District's request, the service provider shall provide a copy of the declaration page of all applicable insurance policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.

- VI. VI. Service provider agrees to indemnify the District for any applicable deductibles and self-insured retentions.

- VII. Required Insurance:
 - **Commercial General Liability Insurance:** \$1,000,000 per occurrence/ \$2,000,000 aggregate, with coverage for sexual misconduct,

harassment, and excessive use of force. These coverages may be provided under a different policy if necessary, as long as coverage limits are consistent with the requirements for the general liability coverage.

- **Workers' Compensation and N.Y.S. Disability:** Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. The workers' compensation policy must provide minimum EL limits of at least \$500k/\$500k/\$500k. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form may be completed and submitted directly online to the Workers Compensation Board: http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp.

Professional Liability: \$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the provider performed under the contract for the District. Policy must provide coverage for instances and allegations of false imprisonment, excessive use of force and civil rights violations. If written on a "claimsmade" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work. The reporting date or extended reporting period of any claims-made coverage(s) must be maintained for a period of at least two years after the termination of the contract. Should the policy be cancelled, non-renewed or replaced at any point after the inception of the contract, contractor agrees to purchase the same or similar coverage with a retroactive date no later than the inception date of the original contract.

- **Excess Insurance:** \$3,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form basis.
- The District reserves the right to waive or modify any of the above insurance requirements.

VIII. Service provider acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. Service provider is to provide the District 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 same shall not be deemed a waiver of any and all rights held by the District.

IX. The District self-insures its property, liability and auto exposures and is a member of the NY State Public Schools Statewide Workers' Compensation Trust (PST). The service provider

further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also the PST, as the District's insurer.

MOUNT VERNON CITY SCHOOL DISTRICT

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

Name

Title

1. Does any Mount Vernon City 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 Mount Vernon City 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 Mount Vernon City School District Board Member, administrator, or staff member whose relation possesses 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: _____

NON-COLLUSIVE FORM
BID PROPOSAL CERTIFICATIONS

Firm Name _____

Business Address _____

Telephone Number _____ Date of Bid _____

I. General Bid Certification

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

II. Non-Collusive Bidding Certification

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

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

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

Non-collusive bidding certification.

- (a) By submission of this 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).

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 I 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.

Signature of Bidder: _____
(Signature of bidder or authorized representative of a corporation)

Title: _____

Sworn to before me this _____ day of _____, 2____

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 _____

202____

Notary Public: _____

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

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

Name of the Bidder: _____

Address of Bidder: _____

Has bidder been involved in investment activities in Iran? _____

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

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

Have the investment activities ended? _____

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

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

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

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

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

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

SIGNED

SWORN to before me this

_____ day of _____ 20__

Notary Public: _____

**THIS FORM MUST BE SIGNED AND
NOTARIZED
SUBMIT WITH PROPOSAL**

HOLD HARMLESS AGREEMENT

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE BIDDER AGREES TO HOLD HARMLESS AND INDEMNIFY THE MOUNT VERNON CITY SCHOOL DISTRICT, ITS BOARD OF EDUCATION, ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE MOUNT VERNON CITY 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 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 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 MOUNT VERNON CITY SCHOOL DISTRICT, ITS BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE MOUNT VERNON CITY SCHOOL DISTRICT ON ANY CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGMENT THAT MAY BE RENDERED AGAINST THE MOUNT VERNON CITY SCHOOL DISTRICT, ITS BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE MOUNT VERNON CITY 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.

Subscribed and sworn to before me

this day of _____ 2____

(Person, Firm or Corporation)

Notary Public of Commissioner of Deeds
Commission Expires _____

(Authorized Signature)

Sexual Harassment Prevention Certification Form

By submission of this proposal, the person signing on behalf of the proposer certifies, under penalty of perjury, that: the proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace; the proposer provides annual sexual harassment prevention training to all of its employees; and that the principal(s) and all employees of the proposer have completed the sexual harassment prevention training in the last twelve (12) months. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Proposer Name: _____

Proposer Address: _____

Print Name and Title: _____

Signature: _____

Date: _____

Sworn to before me this _____

day of _____, 20____

Notary Public

