

To All Proposers:

Please review the following request for proposal (RFP) for Accounting Services to the West Hempstead UFSD (District). The District will receive sealed proposals on or prior to 11:00 AM on September 14, 2023. Whether sent by mail or by means of personal delivery, the proposer assumes responsibility for having his proposal deposited on time at the place specified. Proposals will be opened on the stated date but will not be read aloud. It will be a closed opening. The names of the proposing firms shall be available following the proposal opening. In accordance with the District 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.

Proposals shall be irrevocable for a minimum period of one hundred twenty (120) days from the date of proposal opening. Alterations to said proposals must be submitted in writing. Consideration shall be given only to those alterations, which may be caused by unforeseen circumstances beyond the control of the firm submitting said proposal. Please read the attached material carefully before submitting your proposal. Incomplete proposals may not be considered.

Thank you very much for your response.

Brian Phillips
Assistant Superintendent for Business and Operations

RFP for Accounting Services

1. Purpose

- a. The West Hempstead UFSD, hereinafter referred to as the “District” invites proposals from qualified individuals and firms/agencies to provide accounting services.
- b. The District is seeking accounting services on an as needed basis. There is no guarantee that any of the services listed will be utilized
- c. The district reserves the right to renew this contract for a maximum of two (2) subsequent years (July 1 –June 30) subject to annual approval by the Board of Education of the District.

2. Receipt of proposals

- a. One original and one (1) copy of the proposal must be submitted to the Business Office.
- b. Envelopes must be clearly marked with the name and address of the proposer.
- c. Proposals must be received no later than **11:00 AM on September 14, 2023**, at the following address addressed as follows
West Hempstead UFSD Business Office
252 Chestnut Street
West Hempstead, NY 11552
Attn: Accounting Services RFP
- d. Please note, in the unforeseen event that the District will be closed, and is unable to receive this RFP as indicated above, then the District will receive this RFP no later than the next regularly scheduled business day at the same time and place.
- e. There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals, attending pre-proposal conferences, or interview(s) in responding to this request. Proposals submitted after the stated time and date may not be considered and may be returned to the firm unopened.
- f. During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the School District, firms submitting proposals may be requested to make oral presentations as part of the evaluation process

3. Scope of services

- a. General Responsibilities
 - i. The District requires individuals or firms to provide accounting services to the District on an as needed basis.
 - ii. The District is seeking assistance in all aspects of accounting including but not limited to the following:
 1. Assisting with the preparation of the District's financial statements in conformance with all applicable accounting standards
 2. Preparing and assisting in the preparation of all financial schedules and journal entries necessary so that the District’s annual external audit can be conducted.
 3. Reviewing the General Ledger

4. Performing Balance Sheet account reconciliations
 5. Reviewing revenue status and appropriation status reports
 6. Reviewing operational accounting work and preparing adjusting journal entries where necessary
 7. Reviewing bank reconciliations
 8. Reviewing budget items
 9. Assisting with the preparation of the NYSED State Aid Forms, including the ST-3
 10. Assisting with the preparation of ESSA Transparency
 11. Assisting with the preparation of maintenance of effort reports
- b. Responsiveness and Time Requirements
- i. The firm selected is expected to have qualified staff available by telephone or email for consultation during normal business hours.
 - ii. The District is unable to predict the total amount of time that may be required of the firm. The firm selected will be expected to provide services as needed throughout the year.
4. Proposal submissions
- a. Management and Qualifications
- i. All proposers must be qualified to provide the services to the District.
 - ii. Each individual or firm submitting a proposal shall:
 1. Provide the name of the firm as well as a brief description of its business activities and history.
 2. Provide the name and title of person(s) submitting the proposal, the firm's main office address, and contact phone number and email
 3. Provide information on how long the firm has been in business and length of its experience in providing Accounting Services in school districts.
 4. State the name(s) of the officer(s) and associate(s) in the firm.
 5. Provide at least three client references from similar contracts. Include contact names, addresses and telephone number, and dates of service.
 6. Provide any other information that might be beneficial to the District in relation to this RFP.
- b. Cost
- i. Each firm submitting a proposal shall state the hourly rates at which the services would be provided to the District effective immediately until June 30, 2024 as well as each of the next four (4) fiscal years..
 - ii. All rates must be indicated on the rate schedules in order to be considered.
 - iii. The cost proposal must be an all-inclusive amount for the full range of services required for one year under the contract. No additional billing will be allowed for travel expenses, parking, participant materials, or other incidentals.
 - iv. Proposer may include in its proposal, items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the proposal and the cost thereof, must be separate and itemized.

- v. Provide any other relevant information that will assist the District in evaluating your Proposal.
- 5. Proposal evaluation
 - a. Proposals received will be evaluated by the Assistant Superintendent for Business & Operations to determine whether the requirements of this RFP are met and to make a recommendation to the Board of Education for contract award.
 - b. Proposals shall be evaluated based upon the following:
 - i. Proposer's comprehension of the required (work) Scope of Services
 - ii. Prior experience in similar projects
 - iii. Professional qualifications
 - iv. Total proposed price
 - v. Proposer's demonstrated capabilities (equipment, financial solvency)
 - vi. Client references
 - c. The evaluation process is designed to award the proposal not necessarily to the proposer of least cost, but rather to the proposer with the best combination of attributes based on the evaluation criteria.
 - d. The award process may include an interview with the Assistant Superintendent for Business & Operations.
 - e. All inquiries with respect to this Request for Proposal, other than the process of submission, must be directed as follows:

**West Hempstead UFSD Business Office
252 Chestnut Street
West Hempstead NY, 11552
Attn: Accounting Services RFP**

- 6. Freedom of information law
 - a. The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that the information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law must clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page, "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW." The District assumes no liability for disclosure of information so identified, provided that the District has made a good faith legal determination that the information is not protected under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.
- 7. Right to reject requests for proposal
 - a. The District reserves the right to reject without prejudice any and all quotations received under this Request for Proposal, to request additional information and

clarifications from proposers, to allow corrections of errors or omissions, and to negotiate with one or more of the finalists regarding the terms of the engagement.

8. Term of contract

- a. This contract shall be effective immediately until June 30, 2024. The District reserves the right to renew this contract for a maximum of two (2) subsequent fiscal years (July 1- June 30), subject to annual approval of the Board of Education of the West Hempstead UFSD. Any renewal shall be upon the existing terms and conditions, including price.
- b. The Successful proposer will be required to execute the Agreement annexed hereto. By submission of a proposal, the proposer understands and agrees that the terms and conditions set forth in the Request for proposal shall be incorporated into the form of agreement between the Board of Education and the successful proposer. No contract becomes binding until the necessary funds have been approved. This proposal will be utilized on an "as-needed" basis. There is no guarantee that any/all of the services listed will be utilized. 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 Vendor.

9. Legal construction

- a. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained therein.

10. Insurance requirements

- a. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the professional consultant hereby agrees to effectuate the naming of the District/BOCES as an Additional Insured on the professional consultant's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
- b. The policy naming the District as an Additional Insured shall:
 - i. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District/BOCES and may create significant vulnerability and costs for the District/BOCES.
 - ii. State that the organization's coverage shall be primary and non-contributory coverage for the District/BOCES, its Board, employees and volunteers with a waiver of subrogation in favor of the District/BOCES.
 - iii. Additional insured status shall be provided by standard or other endorsements that extend coverage to the District/BOCES (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District/BOCES. A completed copy of the endorsements must be attached to the Certificate of Insurance
- c. The certificate of insurance must describe the services provided by the professional consultant that are covered by the liability policies.

- d. At the District's/BOCES' request, the professional consultant shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the professional consultant will provide a copy of the policy endorsements and forms.
- e. The professional consultant agrees to indemnify the District/BOCES for applicable deductibles and self-insured retentions.
- f. Minimum Required Insurance
 - i. Commercial General Liability Insurance
 - 1. \$1,000,000 per Occurrence/ \$2,000,000 Aggregate
 - ii. Coverage for sexual misconduct must be affirmed. Sub-limits below the policy limits for sexual misconduct coverage are acceptable solely at the discretion of the District/BOCES.
 - iii. Automobile Liability
 - 1. \$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - iv. Workers' Compensation and NYS Disability Insurance
 - 1. Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.
 - v. Professional Errors and Omissions Insurance
 - 1. \$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 effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.
 - vi. Umbrella/Excess Insurance
 - 1. \$3 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Auto Liability, General Liability and Professional Liability coverages.
 - 2. The Professional Consultant acknowledges that failure to obtain such insurance on behalf of the District/BOCES constitutes a material breach of contract. The professional consultant is to provide the District/BOCES with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.
 - 3. If the Professional Consultant or Healthcare Provider utilizes independent contractors, then they must provide verification that coverages extend to the independent contractors. If Independent Contractors are required to provide Professional Errors and Omissions coverage of their own, then proof of this coverage must be provided.

West Hempstead UFSD
RFP for Accounting Services
Deadline: 11:00 AM on September 14, 2023

Name of Firm	
Address	
Federal Employer ID#	
Telephone Number	
Email	
Signature	
Printed Name	
Title	

		Please Initial the Below Box to Confirm Completion of Each Item
Appendix A	Proposal cost	
Appendix B	References	
Appendix C	Conflict of interest certification	
Appendix D	Hold harmless statement	
Appendix E	Statement of non-collusion	
Appendix F	Iran divestment statement	
Appendix G	Sexual harassment certification	

Sworn to before me this ____ day of _____, 20__

 Notary Public

 Date

Appendix A: Proposal Cost

Name of Firm	
Signature	
Printed Name	
Title	

Fiscal Year	Rate per hour of Accounting Services
2023-24	
2024-25	
2025-26	

Appendix B: References

All bidders/proposers are required to complete this form providing three (3) references of past performance. References should involve projects and/or service situations of similar size and scope to this bid/proposal. References must have had dealings with the Bidder/Proposer within the last thirty-six (36) months. The West Hempstead UFSD reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the Bidder/Proposer before the actual award of the bid/proposal and/or contract. Completion of the reference form is required.

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Dates of Contract(s) : _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Dates of Contract(s) : _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Dates of Contract(s) : _____

Appendix C: Conflict of interest certification

This is to certify that the principal members of the company listed below are not related to any Board members, officers or employees of the West Hempstead UFSD and no Board member, officer or employee of the West Hempstead UFSD is directly or indirectly interested in this bid or the supplies, materials, equipment, work or services which are related to it, or in any portion of the profits thereof.

The Proposer below mentioned declares and certifies:

- That the said Proposer is of lawful age and the only one interested in this bid/proposla, and that no one other than said Proposer has any interest herein.
- That this RFP is made without any previous understanding, agreement or connection with any other person, firm, or corporation making a RFP for the same purpose, and is in all respects fair and without collusion or fraud.
- That no member of the Board of Education of the West Hempstead UFSD 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 RFP or in the supplies, materials, equipment, work, or services to which it relates, or in any portion of the profits thereof.
- That said proposer has carefully examined the instructions, schedules, and specifications 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 RFP is made.
- That the prices quoted are net and exclusive of all federal, state and municipal sales and excise taxes.

Signature of Official

Title of Official

Printed Name of Official

Firm's Name

Date

Appendix D: Hold harmless statement

1. It is hereby agreed and understood that the contractor agrees to hold harmless and indemnify the West Hempstead UFSD Board of Education, the West Hempstead UFSD, or any officer, agent, servant, or employee of the West Hempstead UFSD 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.
2. 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.
3. The contractor at its own expense and risk shall defend any legal proceedings that may be brought against the West Hempstead UFSD, West Hempstead UFSD Board of Education, or any officer, agent, servant, or employee of the West Hempstead UFSD on any claim or demand, and shall satisfy any judgment that may be rendered against the West Hempstead UFSD, West Hempstead UFSD Thirty Board of Education, or any officer, agent, servant, or employee of the West Hempstead UFSD.
4. 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 a services provided by the Dealer.

Signature of Official

Title of Official

Printed Name of Official

Firm’s Name

Date

Appendix E: Statement of non-collusion

1. General Bid Certification

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

2. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he 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 here-after 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 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 shall so state and shall furnish with the bid a signed statement which set forth in detail 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. (1) 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 subparagraph one (a). (2) Any bid hereafter made to any 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 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 the corporation.

Signature of Official

Title of Official

Printed Name of Official

Firm's Name

Date

Appendix F: Iran divestment statement

In accordance with General Municipal Law §103-g, which generally prohibits the District from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

Proposer's Certification, [Please Check One]

_____ By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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, that each bidder/proposer is not on the list created by the Office of General Services (OGS) pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

_____ I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify

Signature of Official

Title of Official

Printed Name of Official

Firm's Name

Date

Appendix G: Sexual harassment certification

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

Title of Official

Printed Name of Official

Firm's Name

Date

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this _____ day of _____, 2023 by and between the Board of Education of the **West Hempstead Union Free School District** (hereinafter "DISTRICT"), having its principal place of business for purpose of this Agreement at 252 Chestnut Street, West Hempstead, New York 11552, and _____ (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at _____.

A. TERM:

This AGREEMENT shall be for a period of one (1) year from the date of execution, unless terminated early as provided for in this Agreement, with an option to renew for additional four (4)-year periods, at the discretion of the DISTRICT. The price of renewal will not exceed the awarded proposal price as set forth herein. It is understood the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. The services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to, the following, **for the 2023-24 fiscal year:**
 - a) Assisting with the preparation of the District's financial statements in conformance with all applicable accounting standard
 - b) Preparing and/or assist in the preparation of all financial schedules and journal entries necessary so that the District's annual external audit can be conducted.
 - c) Reviewing the General Ledger
 - d) Performing Balance Sheet account reconciliations
 - e) Reviewing revenue status and appropriation status reports
 - f) Reviewing operational accounting work and preparing adjusting journal entries where necessary
 - g) Reviewing bank reconciliations
 - h) Reviewing budget items
 - i) Assisting with the preparation of the NYSED State Aid forms, including the ST-3
 - j) Assisting with the preparation of ESSA Transparency
 - k) Assisting with the preparation of maintenance of effort reports

2. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department. In the performance or furnishing of professional services hereunder, CONSULTANT, and those it is responsible for, shall exercise the degree of skill and care customarily accepted as good professional practices and procedures by members of the same

profession currently practicing under similar conditions in the same locality (“Standard of Care”).

3. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
4. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
5. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional, and timely manner.
6. CONSULTANT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department and DISTRICT policies and procedures in force during the term of this Agreement. The DISTRICT shall have the right to examine any or all records and accounts maintained and/or created by the CONSULTANT in connection with this Agreement, and upon request shall be entitled to copies of same.
7. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
8. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party’s employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
6. INSURANCE:

- a. CONSULTANT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary, including but not limited to Workermen's Compensation and Employer's Liability Insurance, Professional Liability Insurance, and Automobile Liability Insurance to insure the CONSULTANT and the DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by CONSULTANT in connection with the performance of CONSULTANT'S responsibilities under this Agreement; each such policy shall provide the following minimum coverage:
- **Commercial General Liability Insurance**
 - \$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - **Automobile Liability**
 - \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - **Workers' Compensation and N.Y.S. Disability**
 - Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
 - **Professional Errors and Omissions Insurance**
 - \$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the Proposer 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.
 - **Umbrella/Excess Insurance**
 - On a "Follow-Form" basis, with limits of \$3,000,000 each occurrence and aggregate.
 - **Sexual Misconduct**
 - Coverage for sexual misconduct must be affirmed.
- b. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
- c. In the event any of the aforementioned insurance policies are cancelled or not renewed, the CONSULTANT shall notify the DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
- d. Upon the execution of this Agreement, CONSULTANT will supply the DISTRICT with a Certificate of Insurance including the DISTRICT, Board of Education, Employees and Volunteers as Additional Insured by using

endorsement CG 2026 11 85 or broader, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement. 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.

- e. CONSULTANT acknowledges that failure to obtain, or keep current, such insurance on behalf of the District constitutes a material breach of contract and subjects the CONSULTANT to liability for damages, including but not limited to direct, indirect, consequential, and special and any other damage the DISTRICT sustains as a result of the breach. In addition, the CONSULTANT shall be responsible for the indemnification to the District of any all costs associated with such lapse in coverage, including but not limited to reasonable attorney's fees.

C. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT at the following hourly rates, on an as needed basis for the full range of services required.

Hourly Rate for Accounting Services : _____

No billing will be permitted for travel expenses, parking, participant materials, or other incidentals.

2. The CONSULTANT shall submit invoices for payment on a bi-weekly basis. All invoices shall include the services provided, the total hours, the hourly rate billed, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT'S receipt of such invoice.
3. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS:

1. Termination:

- a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon thirty (30) days' prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
- b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to

immediately terminate this Agreement without any further liability to CONSULTANT.

- c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination. In the event of termination, the DISTRICT'S responsibility to the CONSULTANT shall be to pay, pursuant to Section C (1) of this Agreement, for unpaid services performed by CONSULTANT prior to termination. CONSULTANT shall not be entitled to compensation for out-of-pocket expenses such as travel, parking, participant materials, or other incidentals.

2. Independent Contractor:

- a. CONSULTANT will be engaged as an Independent Contractor and, therefore, be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
- b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
- c. The DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600.00, which thereupon will be reported for income tax purposes.

3. DISTRICT reserves the right to reject any of the CONSULTANT'S staff, which the DISTRICT, at its sole discretion, may deem unqualified.

4. Indemnification:

- a. CONSULTANT agrees to indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

12. Amendment: This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
13. Execution: This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.
14. Authority to enter into agreement: The undersigned representative of CONSULTANT hereby represents and warrants that the undersigned is an officer, director or agent of CONSULTANT with full legal rights, power and authority to enter into this Agreement on behalf of CONSULTANT and bind CONSULTANT with respect to the obligations enforceable against CONSULTANT in accordance with its terms.
15. During the term of this Agreement and for a period of twelve (12) months after the completion of CONSULTANT's services hereunder, the DISTRICT agrees not to directly solicit for employment as an employee or retention as an independent contractor (i) any of CONSULTANT's employees who have worked with the DISTRICT as part of CONSULTANT's engagement for the 2022-23 fiscal year hereunder, or (ii) any independent contractor engaged by CONSULTANT that has worked with the DISTRICT as part of CONSULTANT's engagement for the 2022-23 fiscal year hereunder. Notwithstanding the foregoing, the DISTRICT may solicit CONSULTANT's employees or independent contractors as part of the Civil Service canvassing process. The DISTRICT shall inform CONSULTANT's engagement partner before entering into any substantive employment discussions with any of CONSULTANT's personnel that have worked with the DISTRICT as part of CONSULTANT's engagement for the 2023-24 fiscal year hereunder.

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

CONSULTANT

DISTRICT

By:

By:

President, Board of Education