



SYRACUSE CITY SCHOOL DISTRICT

Anthony Q. Davis, Interim Superintendent of Schools

Office of Finance

Suzanne Slack, Chief Financial Officer

July 22, 2022

Subject: Request for Proposal #SCSD2023-002
External Auditing Services

Dear Vendors:

Attached is a Syracuse City School District's Request for Proposal (RFP) seeking Proposers to provide External Auditing Services for the five (5) fiscal years ending June 30, 2023 through June 30, 2027. The District is interested in high quality auditing firms with experience in providing financial statement auditing services to school districts.

Please review the attached materials and respond in accordance with the instructions in the RFP. If you have questions relating to the scope of services or questions relating to the RFP process, please submit all questions via email to RFP@scsd.us by no later than 3:30 p.m. local time, on July 29, 2022.

The original proposal with ten (10) copies of the proposal, AND one electronic PDF copy of the proposal on USB/DVD/CD must be submitted all together in a sealed package to the Syracuse City School District, Attn: Deanne Dwyer, 1025 Erie Boulevard West, Syracuse, NY 13204, no later than 3:30 p.m. local time, on August 10, 2022.

Thank you for your anticipated interest in providing this service to the Syracuse City School District.

Sincerely,

Suzanne Slack
Chief Financial Officer

Attachments

External Auditing Services

RFP # SCSD2023-002

Syracuse City School District
Finance Department

ONE (1) ORIGINAL PROPOSAL AND TEN (10) COPIES OF THE PROPOSAL
AND ONE (1) ELECTRONIC PDF COPY OF THE PROPOSAL ON USB/DVD/CD
ALL TOGETHER IN A SEALED PACKAGE
MUST BE RECEIVED PRIOR TO 3:30 P.M. LOCAL TIME ON AUGUST 10, 2022
AT THE FOLLOWING ADDRESS:

SYRACUSE CITY SCHOOL DISTRICT
ATTN: DEANNE DWYER
1025 ERIE BLVD, WEST
SYRACUSE, NY 13204-2749

NO EXCEPTIONS

SPECIAL NOTE:

Proposal packages must be sealed and clearly marked on the exterior showing
the proposal name and reference number as listed in this solicitation.

PROPOSAL REFERENCE # SCSD2023-002

External Auditing Services

PLEASE PRINT THE WORDS "ORIGINAL" ON YOUR ORIGINAL COPY
AND LABEL ALL COPIES WITH THE WORD 'COPY'.

PUBLIC ATTENDANCE IS NOT PERMITTED.

GENERAL INFORMATION

The Syracuse City School District, Syracuse, New York (the District) is soliciting written proposals for External Auditing Services from Proposers that have had experience in providing high quality services of this type to comparable districts of similar size and scope, and that have the staff capacity and expertise to do so for the District.

This Request for Proposal provides general information regarding the District and the specific requirements for proposals to be submitted.

The anticipated term of the initial contract will be for a term of five (5) years to provide auditing services for fiscal years ending June 30, 2023 through June 30, 2027, subject to annual review and appointment of the firm by the District's Board of Education as the District's external auditor.

BUDGETARY FUNDING

Execution of a definitive agreement for the initial proposal year and for any year beyond the initial proposal year is contingent upon the annual appropriation of sufficient funds for this contract and approval of the Board of Education.

It is understood by and between the parties hereto that this contract shall be deemed executor only to the extent of the monies appropriated and available for the purpose of this contract and no liability on account thereof shall be incurred by the District beyond monies appropriated and available for the purpose thereof.

PROPOSAL SUBMITTAL REQUIREMENTS

Only complete signed proposals addressed to Syracuse City School District, Attn: Deanne Dwyer and submitted prior to or by the appointed time and date at the designated delivery address in this RFP #SCSD2023-002, will be considered valid.

Proposals received by the due date and time will be recorded in private at the Syracuse City School District Finance Department and given to appropriate District personnel for further review.

PUBLIC ATTENDANCE IS NOT PERMITTED.

Proposals submitted after the stated time and date will not be considered and will be returned to the Proposer unopened.

SPECIFICATION AVAILABILITY

Proposers may review an electronic copy of the RFP specification on the District's Purchasing Department website at <http://www.syracusecityschools.com/districtpage.cfm?pageid=499>. Proposers shall affirm in their responses that they have had the opportunity to review the specifications.

EXAMINATION OF SOLICITATION DOCUMENTS & ADDENDA

Prospective proposers shall examine Solicitation Documents carefully before submitting a proposal. Proposers are expected to examine all special provisions, specifications, schedules and instructions included in this request. Failure to do so will be at the Proposer's risk.

Any questions, or requests for clarification of any ambiguity, or correction of any inconsistency or error in the documents **must be submitted in writing by e-mail to RFP@scsd.us no later than 3:30PM local time on July 29, 2022. No exceptions.**

If any substantive requests for information are received and responded to by the District, a written addendum to this RFP will be issued and shall be binding on all Proposers.

The District's response to such substantive written request shall be issued in a written addendum to the RFP and shall be binding on all Proposers.

Please provide complete contact information with email address as soon as possible after receiving this request through email to RFP@scsd.us so responses, if required, can be distributed uniformly via addendum.

Only written addenda issued by the District's Finance Department shall be binding. No officer, employee, or agent of the District is authorized to clarify or amend the Solicitation Documents by any other method. Any such clarification or amendment, if given, is not binding on the District.

TIMELINE

The timeline set out herein represents the District's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the submission deadline, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the proposal submission deadline of the RFP will be posted on the District's website (www.syracusecityschools.com) as an official, written addendum prior to the proposal submission deadline of this RFP. After the close of the RFP, the District reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, contract award and the contract term on an as-needed basis with or without notice.

The anticipated schedule is as follows:

Advertise RFP on District's website	July 22, 2022
Final Date for Submission of Questions	July 29, 2022
Addendum Issued by District (if necessary)	August 1, 2022
Proposal Submission Deadline	August 10, 2022
Evaluation Committee Recommendation	September 16, 2022
Award Recommendation (Audit Committee)	September 23, 2022
Award Recommendation (Work Session)	October 24, 2022
Expected Award Date (Board of Education)	November 9, 2022

ACCEPTANCE PERIOD

All proposal information may be considered proprietary during the evaluation period. After award of the contract(s), all information will be considered public and will be made available for inspection by appointment and/or via the Freedom of Information Law (FOIL) process.

FREEDOM OF INFORMATION LAW

The New York State Freedom of Information Law as set forth in Public Officer 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 Proposal'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.

MODIFICATION AND/OR WITHDRAWAL OF PROPOSAL

A proposal may not be modified, withdrawn or canceled by the Proposer following the time and date designated for the receipt of proposals.

Prior to the closing time and date designated for the receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the party receiving proposals at the place and prior to the closing time designated for receipt of proposals. Such notice shall be in writing under the signature of the Proposer and must be received by the District prior to the official closing time and date for receipt of proposals.

Any modification shall be so worded as not to reveal the amount of the original proposed sum. To do so will render the modification and original proposal invalid.

Withdrawn proposals may be resubmitted up to the closing time designated for the receipt of the proposals provided that they are then fully in conformance with these instructions to Proposers.

DURATION OF PROPOSAL

To be considered, proposals must be held firm for a minimum of ninety (90) days from the deadline for submission of the proposals to allow for acceptance by the District.

CONTRACT AGREEMENT

The selected Proposer will be required to enter into and sign a formal written contract between the District and the Proposer, reviewed by legal counsel for the Syracuse City School District. This RFP and the response of the successful Proposer will become a part of the Contract and will be in effect for the duration of the contract period. The Contract language will control over any language contained within this RFP that conflict with the signed and fully executed Contract.

The District retains the option of canceling the award if the successful Proposer fails to accept such obligations.

CONTRACT AVAILABILITY ("Piggybacking"):

The District will make this contract available to all municipalities, school districts and political subdivisions subject to eligibility under state law. Contracted contractors can provide substantially the same goods and services under the same terms and conditions detailed in the RFP, provided local law permits and the requesting municipality, school district and/or political subdivision make their own payment arrangements. The contractor may not increase the price on the contract but may negotiate a reduction. The District is not responsible for determining an entity's ability to piggyback, and that right is reserved exclusively to local counsel. Extension of the contract to additional entities is optional for the contractor.

NEGOTIATED CHANGES

In the event negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.

NOTE TO PROPOSERS

Please retain a copy of this complete document for your records. This is the only copy you will receive.

You will be forwarded notice of the awarded services only.

The Syracuse City School District reserves the right to waive any formalities and to reject or negotiate any and all proposals without assigning any reason.

Please be advised that any exceptions to these specifications may be cause for your proposal to be disqualified.

Any and all exceptions to this specification must be clearly and completely indicated. Attach additional pages if necessary.

TERMINATION

Either party may terminate this Agreement:

1. without cause by giving the other party ninety (90) days' prior written notice of such termination;
2. immediately upon a party failing to cure a breach of this Agreement within ten (10) days of receipt of a written notice of breach from the other party; or
3. immediately upon reasonable cause and notice to the other party.

This Agreement shall be deemed executory only to the extent of monies appropriated and available to the SCSD for the purpose of this Agreement, and no liability on account thereof shall be incurred by the SCSD beyond the amount of such monies. The Agreement is not a general obligation of the SCSD. Neither the full faith and credit nor the taxing power of the SCSD are pledged to the payment of any amount due or to become due under this Agreement. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or to make monies available from the purpose of this Agreement. SCSD may terminate this Agreement immediately and without penalty upon the revocation or unexpected discontinuance of relevant funding.

In the event of early termination of this Agreement, Contractor shall reimburse SCSD for any and all payments that relate to services that will not be earned by Contractor between the date of such termination and the expiration of the Term.

Termination will be affected by delivery to the Proposer of a written notice to terminate, stating the date upon which the termination becomes effective. Upon receipt of the notice to terminate, the Contractor shall:

1. Stop all work
2. Assign to the District all right, title and interest in the work being developed.
3. Deliver forthwith to the District all completed work and work in progress.
4. Preserve and protect, until delivery to the District, all material plans, and documents

- related to this contract, which, if the contract had been completed, would have been furnished to the District or necessary to the completion of the work.
5. Return all supporting documents, data, or other materials supplied by the District to the Proposer; such conveyance to be in a manner so as to preserve the inherent or assumed confidential nature of such documents, data or other materials.

INSURANCE REQUIREMENTS

- A. Notwithstanding any terms, conditions or provisions, in any other writing between the Parties, Contractor hereby agrees to effectuate the naming of the District as an unrestricted additional insured on Contractor's insurance policies, with the exception of workers' compensation. Contractor shall be responsible for obtaining insurance coverage that is reasonably necessary, as determined by the District in its discretion, to cover potential claims arising out of the performance of this agreement.
- B. The policy naming the District as an additional insured shall:
- (i) Be an insurance policy from an A.M. Best rated "secure" or better, New York State admitted insurer.
 - (ii) State that Contractor's coverage shall be primary 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.
 - (iv) The certificate of insurance must describe the specific Services provided by Contractor that are covered by the commercial general liability policy and by the umbrella policy. Such general liability insurance should contain coverage in the amount of at least \$1,000,000 for sexual molestation or misconduct or shall contain a specific endorsement for sexual molestation and misconduct.
 - (v) At the District's request, Contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, Contractor will provide a copy of the policy endorsements and forms.
 - (vi) Contractor agrees to indemnify the District for any applicable deductibles and self-insured retentions.
 - (vii) Copies of the certificates of insurance shall be mailed to the District two (2) weeks after the RFP is awarded including the declaration pages from the policies showing the endorsement that the District is listed as an additional insured.
 - (ix) The certificates shall be issued to the District with a provision that in the event the policy is either cancelled or diminished, at least thirty (30) days prior notice thereof shall be given to the District.
 - (x) The Proposer acknowledges that the failure to obtain such insurance on behalf of the District constitutes a material breach of the contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District.
- C. Indemnification:

Contractor agrees to indemnify and hold harmless District from any and all liabilities, losses, damages, costs, fines, or expenses (including reasonable attorneys' fees) arising out of negligence or other malfeasance or nonfeasance by Contractor, its employees, agents and servants, upon or in relation to the fulfillment of its responsibilities and obligations under this Proposal, including but not limited to, the provision of Services. Regardless of the nature of the claim, Contractor further agrees that if any claim or demand is asserted against it which reasonably may result in liability to the District that Contractor shall give prompt notice thereof in writing to the District and shall cooperate in the investigation of the claim and any defenses arising therefrom.

PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS

Any employee or any official of the District, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from any person, partnership, firm or corporation, offering, proposing for, or in the open market seeking to make sales to the District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business to any employee of the District, elective or appointive, in his efforts to propose for, offer for sale, or to seem to make sales to the District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

AUTHENTICATION OF PROPOSAL AND AFFIDAVIT OF NON-COLLUSION AND NON-DISCRIMINATION

Authentication of proposal, affidavit of non-collusion and non-discrimination forms shall be fully signed and executed and included with the proposal. Failure to sign and execute these documents and include same with the proposal shall automatically invalidate the proposal.

BACKGROUND

Syracuse City School District

The Syracuse City School District is a dependent district of the City of Syracuse that provides quality educational services to over twenty thousand (20,000) students in grades Pre-Kindergarten through Grade 12, in approximately forty (40) buildings. The District operates and maintains its own transportation, food service and maintenance programs. The District's fiscal year begins on July 1 and ends on June 30. The District is designated as a Large City School District (cities having a population in excess of 125,000) a/k/a/ a "Big 5" School District and is fiscally dependent on the City of Syracuse.

The District has a seven (7) member Board of Education elected by seat, an annual general fund budget of approximately \$480,000,000 and annual expenditures of federal awards of approximately \$100,000,000.

The District has eleven (11) bargaining units that cover approximately 4,300 employees. Total annual payroll is approximately \$275,000,000.

The District's management consists of:

- Superintendent of Schools
- Chief of Staff
- Chief Academic Officer
- Chief Accountability Officer
- Chief Financial Officer
- Chief Human Resources Officer
- Chief Ombuds / Student Support Services Officer
- Chief Operations Officer

The District is a component unit of the City and the JSCB is a component unit of the District. The accounting and financial reporting functions of the District are centralized. The District's business operating system is Oracle PeopleSoft Financial and HCM version 9.2.

The District's schools have recognized Extraclassroom Activity Funds.

A complete description of the District and its finances may be found in the District's most recently audited financial statements and the District's most recently adopted budget. These documents are available for download from the District's website on the Finance webpage at: <http://www.syracusecityschools.com/districtpage.cfm?pageid=494>

A complete description of the JSCB and its finances may be found in the JSCB's most recently audited financial statements that is available for download from the District's website on the Finance webpage at: <http://www.syracusecityschools.com/districtpage.cfm?pageid=494>

SCOPE OF SERVICES

The District is soliciting the services of qualified firms of certified public accountants to audit the financial statements of the District and its component unit "The Joint Schools Construction Board" (JSCB). The audits are for the fiscal years ending June 30, 2023, 2024, 2025, 2026 and 2027 and are to be performed in accordance with the provisions contained in this request for proposals. Any aspects of the service not addressed in the Scope of Services are left for the Proposer to address. It is important for the Proposer to state any assumptions on which its proposal rests.

The contract will be awarded to the best Proposer as determined by the District. It is appropriate to emphasize that the lowest Proposer may not be the best. In order to adequately measure the capabilities of the Proposer, the District will evaluate and score each proposal in accordance with the criteria presented in the Evaluation Criteria section below. The District reserves the right to award this proposal in full or in part to one or more Proposers so as to best meet the District's needs.

The Proposer shall furnish all necessary staff, materials, equipment, documentation and supplies necessary to provide these services as described below.

The Proposer is required to address each of the requirements identified below. The Proposer is encouraged to identify innovative breakthroughs and any one-of-a-kind programs exclusive to the Proposer.

Typical Audit Calendar

May

- Annual appoint of external audit firm by Board of Education
- Planning meeting with District finance department leadership team

July

- Extraclassroom Activities testing completed

August

- Preliminary fieldwork including internal controls testing and substantive/Uniform Guidance receipts and disbursement testing completed
- JSCB disbursement selections identified

September

- JSCB disbursement testing is completed
- Planning presentation to District's Audit Committee

October

- District field work commences the Monday on or after October 15th
- Draft JSCB financial statements provided to auditors on or about October 25th
- JSCB field work is completed

November

- Draft District financial statements provided to auditors on or about November 1st
- Presentation of JSCB financial statement to JSCB Board (3rd week of November)
- Issuance of JSCB reports
- District field work completed and statements provided to CFO for review the Monday after Thanksgiving

December

- Presentation of District financial statement to District's Audit Committee, Work Session and Board of Education meeting
- Issuance of District, ECA and C4E reports

January

- Data Collection Form completed

Date Final Reports are Due

For the District, all audit procedures must be completed in sufficient time to allow for:

1. Approval of the JSCB financial statements at the November JSCB meeting
2. Recommendation for approval of the District and Extraclassroom Activity financial statements and Contract for Excellence (C4E) agreed upon procedures at the December Audit Committee and Work Session meetings
3. Approval of the District and Extraclassroom Activity financial statements and C4E at the December Board of Education Meeting

Exact meetings dates are set annually at the Board of Education's annual organizational meeting in May.

The Finance Department shall draft the MD&A, financial statements, notes, and all supplementary schedules for the JSCB on or about October 25th.

The JSCB final reports and ten (10) signed copies should be delivered to the District's CFO at the Business Office. The electronic version of the report should be sent via email to the District's CFO and Comptroller.

The Finance Department shall draft financial statements, notes, and supplementary schedules for the District on or about November 1st. The Proposer's shall draft the New and Upcoming Accounting Pronouncements footnote if applicable, Pension Plan and OPEB footnotes and schedules, tax abatement footnote if applicable and restricted cash for management review and approval. The District will then complete the Management Discussion and Analysis.

The District's final reports and twenty (20) signed copies should be delivered to the District's CFO at the Business Office and electronic versions of the reports sent via email to the District's CFO and Comptroller.

Business Office and Clerical Assistance

The business office staff and responsible supervisory/management personnel will be available during the audit to assist the firm by providing information, documentation and explanations, and will provide financial analyses for analytical purposes and prepare detailed supporting schedules for individually significant account balances. The preparation of confirmations will be the responsibility of the auditor.

The District outsources its procurement function to the Onondaga County Division of Purchase. The District's purchase order and accounts payable processes are paperless. The audit firm will be provided with view only access to the District's financial reporting system (PeopleSoft) allowing for electronic review of purchasing and payables selections.

Work Area

The District prefers auditors to work remotely with documents and responses exchanged through the audit firm's online portal system as opposed to conducting work on-site. When on-site, the City and the District will provide the auditor with a reasonable workspace, desks and chairs.

Report Preparation

Report preparation, editing and printing shall be the responsibility of the auditor.

PROPOSALS

Thank you for your anticipated interest in providing this service to the District.

The proposal shall be clear, concise and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims.

To enable the District to compare the proposals received, the District asks that your proposal include the information specified below in the sequence listed, with each section of your proposal numbered to correspond to the number sequence below.

There is no page limit on the length of the proposal submissions. Please clearly indicate key components, using headings to make it clear to RFP reviewers.

Required Elements for Inclusion in Proposal Submission

1. Title Page

Title Page showing the request for proposals subject; the firm's name; the name, address, email address and telephone number of the primary and secondary contact personnel for this proposal; and the date of the proposal.

2. Table of Contents

3. Transmittal Letter

A signed letter of transmittal briefly stating the responder's understanding of the work to be done, the commitment to perform the work within the time period, a statement as to why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer.

4. Independence

The firm must provide an affirmative statement that it is independent of the District and all component units of these entities as defined by generally accepted auditing standards/the U.S. General Accounting Office's Government Auditing Standards. In addition, the successful proposer shall give the District written notice of any relationships entered into during the period of the agreement that would present a question concerning the independence of the firm.

5. Conflict of Interest

The firm must provide an affirmative statement that there are no existing professional relationships that would present a conflict of interest. In addition, the successful proposer shall give the District written notice of any professional relationships entered into during the period of the agreement that would present a conflict of interest. The firm must provide a list and describe any professional relationships involving the City, the District, or any of its component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to conducting the proposed audits.

6. Prior Uniform Guidance Audit Experience

The firm should include prior or current engagements pursuant to the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) to provide an independent auditor's report on internal control over financial reporting and on compliance and other matters and an independent auditor's report on compliance for each major federal program and on internal control over compliance required by Uniform Guidance.

7. Firm Qualifications and Experience

The proposer should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on

a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government or school district engagements.

The firm shall also provide information on the results of any federal or state desk review or field reviews of its audits during the past three (3) years.

In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with the state regulatory bodies or professional organizations.

8. Partner, Supervisory and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement.

Indicate whether each such person is registered or licensed to practice as a certified public accountant in New York State. The engagement partner and managing partner are required to be licensed, registered CPAs in New York State. The engagement manager is expected to be a licensed, registered CPA in New York State.

Provide information on the school district and governmental auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

Provide as much information as possible regarding experience with School Districts, Uniform Guidance work, etc. of staff to be assigned to this engagement.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the District. However, in either case, the District retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this Request for Proposals can only be changed with the express prior written permission of the District, which retain the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the Proposer provided that replacements have substantially the same or better qualifications or experience.

9. Similar Engagements with Other Cities and School Districts

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum-5) performed in the last five (5) years that are similar to the

engagement described in this Request for Proposals. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

10. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this Request for Proposals. In developing the work plan, reference should be made to such sources of information as the District's budget and related materials, organizational chart, programs, and financial and other management information systems.

Proposers should provide the following information on their audit approach:

- Proposed segmentation of the engagement.
- Level of staff and number of hours to be assigned to each proposed segment of the engagement.
- Sample size and type and extent of testing
- Approach to be taken to gain and document an understanding of the District's internal control structure.
- Approach to be taken in determining laws and regulations that will be subject to audit test work.
- Approach to be taken in drawing audit samples for purposes of tests of compliance.

11. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the District.

12. Provide completed Proposer's Data Information Sheet with current IRS Form W-9.

13. Provide Professional References Form and / or at least three (3) letters of recommendation from similar clients.

14. Fee for Services

Total All-Inclusive Price - Completed **Proposal Quotation Sheet** form with the total all-inclusive maximum price detailed fee schedule for each fiscal year: 2023, 2024, 2025, 2026 and 2027, with a separate fee for each engagement:

- The District (inclusive of ECA and C4E)
- The JSCB

The total all-inclusive maximum price proposed is to contain all direct and indirect costs including all out-of-pocket expenses. The District will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid. Such costs should not be included in the proposal.

Provide Rates and Hours of Partners, Managers, Specialists, Supervisors and Staff - Schedule of proposed hourly rates and hours for each staff level that supports the total all-inclusive maximum ("not-to-exceed") price.

Indicate under what conditions (if at all) these rates may be adjusted from the submitted amounts during the term of the engagement.

Confirm that your firm will accept payment by credit card (MasterCard) based on hours of work completed during the course of the engagement.

Rates for Additional Professional Services - Additional services beyond the scope of this RFP shall be conducted only if set forth in a written addendum to the contract between the District, and the firm and signed by both parties prior to the commencement of such work. Any such additional shall be conducted at the same hourly rates set forth in the schedule of fees and expenses included in the price proposal.

In the case of an error in the extension of prices in the proposal, unit prices will govern.

15. Provide Statement of Qualifications form.

16. Provide Employment Information Report HRC-1 form and state whether or not they are a Minority and/or Women-Owned Business and submit their current M/WBE certificate if applicable and state whether or not they have a physical business location within the limits of the City of Syracuse and the address of such location.

17. Provide Non-Collusive Bidding Certification and Non-Discrimination Questionnaire.

18. Provide completed Signature Form.

19. Provide any other information that you believe will assist the District in making its selection. Such information may be in this last section of your proposal or may be presented in one or more appendices.

EVALUATION CRITERIA

The District will evaluate only those proposals from firms meeting the mandatory elements criteria of:

- The audit firm is independent and licensed to practice in New York State.
- The audit firm's engagement partner and managing partner to be assigned to these engagements are independent and licensed to practice in New York State.
- The firm has no conflict of interest with regard to any other work conducted by the firm for the District or its component unit.

The District reserve the right, at their own discretion, to reject any or all proposals including but not limited to proposal not meeting the mandatory criteria identified above as well as unbalanced proposals in which the fee proposed for one or more separate items is substantially out of line with the market price.

The District reserves the right to reject and/or to negotiate any and all proposals submitted, to request additional information from all Proposers and to negotiate with one finalist regarding the terms of the engagement. The District intends to select the Proposer that, in its opinion, best meet the District's needs, not necessarily the Proposer whose fees are the lowest.

Proposals from firms meeting the mandatory elements criteria above will then be evaluated based on:

No.	Criteria	Maximum Points
1	Experience and Qualifications of the Respondent (Also, includes status as an M/WBE certified business and/or a business with a physical location within the limits of the City of Syracuse as allowable under funding source guidelines)	40 points
2	Quality of Proposal Responses and Proposal Completion	30 points
3	Financial Terms	30 points

Experience and Qualifications of the Respondent (maximum 40 points) Consideration will be given to respondents demonstrating strong capabilities, experience and reputation in undertakings similar to those described in this RFP. Proposal responses will be evaluated based on factors such as:

- The firm's past experience and performance on comparable school district engagements.
- The firm's past experience with New York State school districts, especially with districts whose size and operations are similar to those of the District.
- The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
- Familiarity with conducting audits of entities utilizing PeopleSoft.
- Experience with federal and state financial aid and grants.

Quality of Proposal Responses and Proposal Completion (max. 30 points)

Proposal responses will be evaluated on factors such as:

- Completeness, clarity/accuracy of the information requested, and proposal presentation.
- The firm's use of experienced personnel to conduct the audit.
- Adequacy of proposed staffing plan for various segments of the engagement.
- Adequacy of sampling techniques and analytical procedures.
- Adequacy of the audit plan in utilizing current technology formats.

Financial Terms (maximum 30 points)

Consideration will be given to proposals that present the most cost efficient terms to the District over the life of the contract. Efficiency and economy are important to the District; however, this area will not necessarily be the primary deciding factor in the selection process.

The District reserves the right to consider all relevant and reasonable information relating to the evaluation criteria listed, which may or may not be explicitly stated in the Scope of Services description, when selecting the successful Proposer.

During the evaluation process, the Districts may, at its discretion, invite the top two (2) or more qualified Proposers for an interview. The District reserves the right to make a decision based on the interviews. The District will make reasonable attempts to schedule each interview at a time that is agreeable to the Proposer. Failure of a Proposer to report to an interview on the date scheduled may result in rejection of the Proposer's proposal. Not all Proposers may be asked to make such oral presentations.

Points for cost will be assigned on the basis of ratio from low to high, meaning the Proposer with the lowest cost will be assigned the highest point value; second lowest cost will be assigned a point value in proportionate descending order in relation to how many RFP submittals are received, and cost amount submitted.

AWARD

The District hereby notifies all Proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit offers and will not be discriminated against on the grounds of race, color, national origin in consideration of the award. Proposers hereby agree that should the Proposer be awarded this contract, or any portion of this contract, the Proposer will not discriminate against any person who performs work there under because of race, religion, color, sex, national origin or ancestry.

The District reserves the right to reject any or all proposals, to waive any informalities or technical defect in proposals, and unless otherwise specified by the District to accept any portion(s) of the proposal that may best serve the interest of the District including the right to award a contract without further discussion or negotiation with anyone proposing these services.

The District reserves the right to award this proposal in full or in part to one or more Proposers so as to best meet the District's needs.

Neither the contract nor any interest therein or payments to be made thereunder shall be assigned, transferred or otherwise disposed of without prior written consent of the District, and such consent may be withheld for any reason whatsoever, completely at the discretion of the District.

PRICE REDUCTION SUBSEQUENT TO AWARD

If at any time after the date of the proposal, the Proposer makes a general price reduction in the comparable price of any material/service covered by the contract to customers generally, an equivalent price reduction based on similar quantities/considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the District of such reduction by letter. FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT FOR CAUSE. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the District.

MONITORING AND EVALUATION OF SERVICES

The District reserves the right to monitor and/or evaluate the services provided under an agreement with the Contractor. Such monitoring and evaluation may be conducted through on-site visits and observations, surveys, interviews with participants and stakeholders, document and artifact collection and review, and any other applicable means. Services provided must be appropriate, allowable, and consistent with District and funding source requirements and guidelines. All programmatic goals and decisions shall be made and determined by District.

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

By submitting a proposal in response to this RFP, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

STUDENT PRIVACY

The Syracuse City School District ("SCSD") is an educational agency within the meaning of Section 2-d of the New York State Education Law ("Section 2-d"), and Contractor is a third-party contractor within the meaning of Section 2-d. Pursuant to the Agreement, Contractor may receive access to student data, which is regulated by Section 2-d, from SCSD. The provisions of this section are intended to comply with Section 2-d in all respects.

As used in this section, the term "student data" means personally identifiable information from student records that Contractor receives from the District. By submitting a proposal in response to this RFP, the Contractor certifies that it will abide by these provisions if selected by the District to provide services.

Education Law Section 2-d (5) (d)

Contractor agrees that the confidentiality of student data shall be maintained in accordance with state and federal laws and the educational agency's policies on data security and privacy that protect the confidentiality of personally identifiable information.

Education Law Section 2-d (5) (e)

Contractor agrees that any of its officers or employees, and any officers or employees of any its assignees, who have access to personally identifiable information will receive training on the federal and state law governing confidentiality of such data prior to receiving access to that data. Education Law Section 2-d (3) (b) (1) and (c)(1)

The exclusive purpose for which Contractor is being provided access to personally identifiable information is to enable SCSD to make use of the Services defined within the underlying Contractor Agreement. Student data received by Contractor, or by any of its assignees, from SCSD shall not be sold or used for marketing purposes.

Education Law Section 2-d (3) (c) (2)

Contractor shall insure that to the extent that it comes into possession of personally identifiable information, it will only share that personally identifiable information with additional third parties if those third parties are contractually bound to adhere to the data protection and security requirements set forth in this Agreement.

Education Law Section 2-d (3) (c) (3)

Upon expiration of this Agreement without a successor agreement in place, Contractor shall assist SCSD in exporting all student data previously received from SCSD, and, at the request of SCSD, Contractor shall thereafter securely delete any copy of the data remaining in its possession. If data is to be maintained by Contractor for federal and/or state reporting, such data shall remain in an encrypted format and stored in a secure facility.

Education Law Section 2-d (3) (c) (4)

Parents have the right to file complaints with SCSD about possible privacy breaches of student data by SCSD's third party contractors or their employees, officers, or assignees, or with NYSED. More information about where to address those complaints will be provided at a later date. At this interim time, you may contact Timothy Moon, Chief Accountability Officer, with any such complaints by mailing him at 725 Harrison Street, Syracuse, NY 13210, (585) 435-4281.

Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov. The complaint process is under development and will be established through regulations to be proposed by NYSED's Chief Privacy Officer, who has not yet been appointed.

Education Law Section 2-d (3) (c) (5) and (5) (e) and (5) (f) (4) and (5) (f) (5)

Student data transferred to Contractor by SCSD will be stored in electronic format on systems maintained by Contractor in a secure data center facility in the United States. The measures that Contractor will take to protect the privacy and security of student data while it is stored in that manner are associated with industry best practices including, but not necessarily limited to disk encryption, file encryption, firewalls, and password protection.

Education Law Section 2-d (5) (f) and (6)

Contractor acknowledges that it has the following obligations with respect to any student data received from SCSD, and any failure to fulfill these statutory obligations shall be a breach of any agreement with SCSD:

- limit internal access to education records to those individuals that are determined to have legitimate educational reasons within the meaning of Section 2-d and FERPA including technical support;
- not use education records for any purpose other than those explicitly authorized in an agreement with SCSD;
- not disclose any personally identifiable information to any other party who is not an authorized representative of Contractor using the information to carry out Contractor's obligations under the agreement, unless (1) that other party has the prior written consent of the parent or eligible student, or (ii) the disclosure is required by statute or court order, and notice of the disclosure is provided to the source of the information no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order;
- maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable information in its custody;
- use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2);
- notify the educational agency from which student data is received of any breach of security resulting in an unauthorized release of student data by Contractor or its assignees in violation of state or federal law, the parents bill of rights for student data and security, the data privacy and security policies of the educational agency, and/or of contractual obligations relating to data privacy and security in the most expedient way possible and without unreasonable delay.

SCSD PARENTS' BILL OF RIGHTS

- The Syracuse City School District does not sell or release a student's personally identifiable information for any commercial purposes;
- Parents have the right to inspect and review the complete contents of their child's education record; and
- State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

DATA SHEET RFP #SCSD2023-002

Proposer's Information

Please complete and return the following form with your response along with a copy of Proposer's completed **IRS Form W-9**:

Company Name:	
Company Address:	

Contact Person:	
Name:	_____
Title:	_____
Email:	_____
Office Phone:	_____
Mobile Phone: (optional)	_____
Fax:	_____

PROFESSIONAL REFERENCES

(Inclusion of written letters of recommendation from References is STRONGLY encouraged. Recommendations cannot be provided by any staff member currently employed by the Syracuse City School District.)

REFERENCE #1 _____

SCOPE OF SERVICES PROVIDED _____

DATES OF SERVICE _____

CONTACT PERSON _____

TITLE _____

PHONE # _____ **EMAIL** _____

REFERENCE #2 _____

SCOPE OF SERVICES PROVIDED _____

DATES OF SERVICE _____

CONTACT PERSON _____

TITLE _____

PHONE # _____ **EMAIL** _____

REFERENCE #3 _____

SCOPE OF SERVICES PROVIDED _____

DATES OF SERVICE _____

CONTACT PERSON _____

TITLE _____

PHONE # _____ **EMAIL** _____

PROPOSAL QUOTATION SHEET (PAGE 1)

RFP # SCSD2023-002

ALL PROPOSALS MUST BE RECEIVED PRIOR TO 3:30 P.M. LOCAL TIME ON AUGUST 10, 2022, AT THE SYRACUSE CITY SCHOOL DISTRICT BOVA FACILITY, ATTN: DEANNE DWYER, 1025 ERIE BOULEVARD WEST, SYRACUSE, NY 13204.

BE SURE THAT YOU HAVE COMPLETED AND SIGNED THIS PROPOSAL QUOTE SHEET AND PROVIDED ALL OF THE INFORMATION REQUESTED.

PROPOSER'S NAME AND ADDRESS

Audit For the Fiscal Year Ended:	6/30/2023	6/30/2024	6/30/2025	6/30/2026	6/30/2027
<u>Syracuse City School District</u>					
TOTAL fee proposal and estimated hours to complete including:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
1. Audit of basic financial statements and Uniform Guidance Audit, and all other services not separately listed below.	_____ Est. hours	_____ Est. hours	_____ Est. hours	_____ Est. hours	_____ Est. hours
2. Extraclassroom Activities Audit	_____ Est. hours	_____ Est. hours	_____ Est. hours	_____ Est. hours	_____ Est. hours
3. Contract for Excellence Agreed Upon Procedures	_____ Est. hours	_____ Est. hours	_____ Est. hours	_____ Est. hours	_____ Est. hours
<u>Joint Schools Construction Board</u>					
TOTAL fee proposal and estimated hours to complete	\$ _____ _____ Est. hours	\$ _____ _____ Est. hours	\$ _____ _____ Est. hours	\$ _____ _____ Est. hours	\$ _____ _____ Est. hours

***IF PROPOSAL PRICING WILL CHANGE IF THE VENDOR WAS TO ALSO BE AWARDED THE CONTRACT FOR THE CITY OF SYRACUSE, PLEASE SUBMIT A 2ND SEPARATE PROPOSAL QUOTATION SHEET**

PROPOSAL QUOTATION SHEET (PAGE 2)

RFP # SCSD2023-002

**SCHEDULE OF FEES FOR ADDITIONAL SERVICES AND AUDITS
IF REQUESTED BY THE DISTRICT**

HOURLY RATE

PARTNERS

MANAGERS

SUPERVISORY STAFF

STAFF

OTHER (SPECIFY):

STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a proposal.

1. Number of years in business _____.
2. Number of personnel employed Part time - _____, Full time - _____,
3. Is your company designated as a Minority and/or Women Owned Business (M/WBE):

☐ Minority Owned Business ☐ Women Owned Business ☐ Both ☐ Neither
4. ORGANIZATIONAL STRUCTURE OF PROPOSER (check all which apply)
☐ general partnership ☐ corporation doing business under a tradename
☐ limited partnership ☐ individual doing business under a tradename
☐ limited liability corporation ☐ other (specify): _____
☐ limited liability partnership
5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled.
☐ Yes ☐ No

New York corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the proposal opening?

or

Out-of-state Corporation - Do you have a valid license to do business in the State of New York? (Evidence in the form of a Certificate of Authority from the New York Secretary of State will be required within 30 days of the proposal opening.)

☐ Yes ☐ No

6. Is your local organization an affiliate of a parent company? If so, indicate on the next page, the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:

☐ Yes ☐ No

7. Have you failed to complete any contract awarded to you within the last 5 years?

If so, when, where and why?

8. Have liens or lawsuits of any kind been filed against you or any officer, director or partner of your organization, arising out of any of your contracts within the last 5 years? _____

If so, give details:

Business Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Name of Agent: _____

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the proposal opening will be required within 30 days of the proposal opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the proposal opening.

All responses to this questionnaire are understood to be proprietary to the vendor and will be considered confidential. Additional information may be requested subsequent to your responding to this proposal request.

EQUAL EMPLOYMENT OPPORTUNITY

FORM H

EMPLOYMENT INFORMATION REPORT HRC-1

Human Rights Commission of
Syracuse and Onondaga County
John H Mulroy Civic Center
421 Montgomery St., 11th Floor
Syracuse, New York 13202
315-435-3567

SECTION A – COMPANY IDENTIFICATION

(To be answered by all respondents)

1 Report unit for which this report is filed. (If a combined report covering two or more units, please so indicate and identify the area covered by this report)

A NAME OF REPORTING UNIT TELEPHONE

ADDRESS (NUMBER & STREET) CITY STATE ZIP CODE

SECTION B – REPORTING UNIT INFORMATION

1 Number of Employees at Reporting Unit:

ALL EMPLOYEES

MINORITY GROUP EMPLOYEES

JOB CATEGORIES	TOTAL COLS 2+3	MALE							FEMALE						
		MALE	FEMALE	AFRICAN AMERICAN	LATINO	AMERICAN NATIVE	ASIAN OR	PAC ISLANDER	MULTI	RACIAL	AFRICAN AMERICAN	LATINO	AMERICAN NATIVE	ASIAN OR	PAC ISLANDER
	1	2	3	4	5	6	7	8	9	10	11	12	13		
Officials & Mgrs.															
Professionals															
Technicians															
Sales Workers															
Office & Clerical															
Craftsman Skilled															
Operatives Semi-Skilled															
Laborer Un-skilled															
Service Worker															
TOTALS															
TOTAL EMPS															

NON-COLLUSIVE CERTIFICATION

- These prices 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 competitor.
- Unless otherwise required by law, the prices which have been quoted have not been knowingly disclosed and will not knowingly be disclosed prior to opening, directly, or indirectly, to any other competitor, and
- No attempts have been made or will be made by the proposer to induce any other person, partnership, or corporation to submit or not to submit a quote for the purpose of restricting competition.

I hereby affirm under the penalties of perjury that the following statement is true.

I also acknowledge notice that a false statement made in the foregoing is punishable under Article 210 of the Penal Law.

NON-DISCRIMINATION QUESTIONNAIRE

Complete all items

Is your Firm:

	Yes	No
• Currently employing less than 25 persons, exclusive of the parents, spouse or children of the employer?	_____	_____
• Quoting an amount which, added to the award amounts of other non-construction City of Syracuse contracts during this calendar year, totals less than \$10,000.00?	_____	_____

During the performance of this contract, the Proposer or vendor agrees:

- That they will not discriminate against any employee or applicant for employment because of race, religion, age, color, sex, national origin, gender identity, marital status, familial status, domestic violence victim status, genetic predisposition, or military or veteran status.

SIGNATURE

The undersigned hereby declares that he/she is the only person interested in this quote that the quote is in all respects fair and without collusion or fraud, and that no member of the Board of Education or other officer of the Syracuse City School District, or any person in the employ of said District, is directly or indirectly interested in this quote, or in the supplies or work to which it relates or in any portion of the profits thereof.

The undersigned hereby declares that he/she carefully examined the form of contract and specifications and will do all the work and furnish all the materials called for by said contract and specifications, and the requirements under them.

The undersigned hereby declares that he/she has read and acknowledged the non-collusive bidding certifications, non-discrimination questionnaire and quote signature page set forth above, agrees to abide by the requirements therein and affirms under the penalties of perjury that all statements, figures of affirmations set forth therein are true and accurate.

Entity Making Quote

SIGN BELOW

Signature of
Authorized Agent

Print Name and Title
of Authorized Person

Entity's Address

Date

Telephone Number

Fax Number

E-Mail Address
