

**REQUEST FOR PROPOSALS  
RFP #02052025  
FORENSIC AUDITING SERVICES**

**Attention: District Clerk**  
**Address: Newburgh Enlarged City School District**  
**124 Grand Street**  
**Newburgh, NY 12550**  
**Phone: (845) 563-3481**  
**Fax: (845) 563-3439**

**RESPONSES DUE BY: February 20, 2025 by 2:00 p.m.**

**In accordance with the provisions of Section 104-b of the General Municipal Law, and Board Policy 6741 advertisement has been published in the local newspaper**

## GENERAL INFORMATION/CONDITIONS

### **Statement of Purpose:**

The Board of Education of the Newburgh Enlarged City School District (“District”) is seeking responsive and responsible proposals from Independent Certified Public Accountant Firms or Individuals to conduct Forensic Auditing Services.

Please submit two original copies and one copy electronically on a thumb drive provided by the vendor of the completed qualifications and other requirements of the RFP, by hand delivery, regular mail, or courier to the address listed on the cover page. The District must receive the proposal by the date and time indicated in the timeline below.

### **General Information:**

The Newburgh Enlarged City School District operates seven elementary schools, two middle school buildings, two K-8 buildings and a comprehensive high school with extended programs across four different buildings. The district budget for 2024-2025 is \$358,983,349 with a student population of approximately 11,800.

## SCOPE OF SERVICES

Respondent must have the following qualifications:

- a) Experience auditing public school districts.
- b) Ability to provide the Board of Education with a forensic audit of the following areas of the School District: Capital Projects and Billables, Proposition 5 (Voter Approved in 2019), Energy Performance Contracts, All Grants, General Fund (M&T), Special Aid Fund, All Transfers, Claims Auditor Reports, Treasurer Reports, School Lunch Fund, Check Register, Scholarship Fund, Medicaid Reimbursement, and any other area requested.
- c) Ability to meet with the Board of Education and/or the administration to obtain the relevant information needed either virtually or in person.

## TIMELINE

### **A. Mailing of Requests for Proposal:**

*Date: February 6, 2025*

### **B. Deadline for submission of proposal to the District Clerk (must receive by):**

*Date and time: February 20, 2025, 2:00 PM*

### **C. Interview if necessary with the Board of Education:**

*Date and time: February 25, 2025, 7:00 PM*

### **D. Approval by the Board of Education (tentative):**

*Date: February 25, 2025*

### **E. Effective date of award:**

*Date: February 26, 2025*

## GENERAL REQUIREMENTS

### Instructions to Respondents:

The submission of a proposal will indicate that the respondent (1) has read the instructions, (2) will abide by the terms and conditions governing this Request for Proposals, and (3) understands the requirements for delivery of the services specified.

### General Instructions:

1. Specifications contained in the Request for Proposals require provision of the Scope of Services as outlined by the corporation or individual making the proposal.
2. Minimum requirements are specified. The respondent may choose to exceed those minimums.
3. Failure to provide sufficient and required information may result in the proposal being rejected by the District as non-responsive and not being considered.
4. Each proposal must be clearly marked on the outside of the envelope with the title “**RFP #02052025 Forensic Auditing Services**”. Please ensure your organization’s name is included on the outside of the package. If you are using a commercial delivery company that requires the use of their shipping package or envelope, your proposal must be placed within a second sealed package labeled as detailed above. This will ensure your proposal is not prematurely opened.
5. Original proposal is to be mailed or delivered to: **Newburgh Enlarged City School District, 124 Grand St, Newburgh NY 12550, Attn: District Clerk**; to arrive no later than the closing date and time specified in the timeline provided herein. Any proposal received after that time will not be opened, and will be returned only upon request by, and at the expense of, the respondent(s). The respondent(s) will assume total responsibility for delivery of their proposal on time at the place specified, whether sent by mail or delivered in person.
6. Telephone, facsimile, or telegraphic proposals are not acceptable. Unless otherwise specified, submission by email is not permitted.
7. To assist any and all respondents in obtaining a clear understanding of the requirements of this proposal, respondents may present clarifying questions. Questions regarding this RFP must be submitted in writing via email to [mmccoy@necsd.net](mailto:mmccoy@necsd.net) by **11:00 AM EST on February 11, 2025**.

## **TERMS AND CONDITIONS**

1. The issuance of this RFP request constitutes only an invitation to submit a response to the District. If the District chooses to award the RFP to a selected respondent, the respondent must complete a contract with the District. The form and content of the contract will be determined by the District.
2. No officer of the District or member of the Board of Education shall have interest in this proposal.
3. This Proposal request does not commit the District either to award a contract or to pay any costs incurred in the preparation of a submission. Respondents shall bear all costs associated with submission preparation, submission and attendance at presentation interviews, or any other activity associated with this Proposal request or otherwise.
4. All proposals and accompanying documentation become the property of the Newburgh Enlarged City School District. The District shall not divulge any information presented to anyone outside the District, unless required by law, without the written approval of the individual or firm. The District reserves the right to use the information and any ideas presented in any submission in response to this RFP request, whether or not the submission is accepted. Submitted proposals may be reviewed and evaluated by any person or outside consultant retained by the District, other than one associated with a competing applicant, as designated by the District. If a respondent believes that any information in its proposal constitutes a trade secret and wishes such information not be disclosed if requested by a member of the public pursuant to the State Freedom of Information Law, Article 6 of the Public Officers Law. The respondent shall submit with its proposal a letter specifically identifying the page number, line or other appropriate designation of that information which it deems to constitute a trade secret and explain in detail why such information is a trade secret. Failure by a respondent to submit such a letter with its proposal identifying trade secrets shall constitute a waiver by the applicant of any rights it may have under Section 89 (Subdivision 5) of the Public Officers Law relating to protection of trade secrets.
5. The District neither makes nor assumes any contractual obligation by issuing this RFP request, receiving and evaluating responses, or making preliminary respondent selections. Providing a response as provided herein shall neither obligate nor entitle a respondent to enter into a contract with the District.
6. The District reserves the right to determine in its sole and absolute discretion whether any aspect of the respondent's submission satisfactorily meets the criteria established in this RFP request, the right to seek clarification from any Respondent(s), and the right to cancel and or amend, in part or entirely, the RFP request, at any time prior to a written contract.
7. It is understood that any submission received and evaluated by the Newburgh Enlarged City School District will be used as the basis for the cost and terms of a contract between the District and the particular respondent. In submitting a response, it is understood by the respondent that the District reserves the right to accept any submission, to reject any and/or all submissions and to waive any irregularities or informalities that the District deems is in its best interest.

8. The District is not obligated to respond to any submission nor is it legally bound in any manner whatsoever by the submission of a response.
9. Each response shall be reviewed for completeness and for the technical and administrative requirements of the RFP request. The District has the option of requesting the respondent to submit missing information or provide clarification of those issues deemed incomplete, or disqualifying the proposal. A proposal may be disqualified for lack of response to such a request.
10. RFPs submitted to the District must be valid for a period of at least 120 days from the deadline for receipt of proposal responses as defined in the time frame section of this document.
11. The selected vendor's proposal will become part of a consultant legal contract, should a contract be awarded. The term of the contract shall commence upon award and shall remain in effect until completion, inspection, and final acceptance of specified project(s) unless terminated, cancelled, or extended as otherwise provided herein. The contract shall be for a period of six (6) months expiring June 30, 2025, unless additional time is needed to complete the forensic audit. Upon mutual agreement with the contractor, the District shall have the option to extend the contract up to 4 (four) additional one (1) year periods.
12. It is a requirement that respondents indicate specifically in the response any sub-contract, alliance, partner, franchise, or other "non-employee" relationship with any resource(s) they will utilize if they are chosen as the selected proposal. **Note:** The District reserves the right to approve and designate sub-contractors to be used in any of the services being proposed.
13. Proposals shall be opened publicly at the District's Central Office location, or other duly designated location, on the "received by" date and time indicated on the cover page. The name of each respondent shall be read publicly and recorded. Unless disclosure of final proposal pricing would constitute an impairment of negotiations, the proposed proposal, cost, or sum of each proposer will be read publicly as well. The content of proposals shall not be subject to public inspection until after contract award. Subsequent to contract award, proposals may be reviewed unless they, in total or in part, contain information, which is exempt from disclosure pursuant to the Freedom of Information Law (e.g. a trade secret).
14. At any time prior to the specified proposal due date and time, a respondent (or designated representative) may withdraw their proposal.
15. If the District is closed on the day the proposal is due, the proposal due date will be extended to the next day the District is open at the same time.
16. The District Board of Education reserves the right to award a contract in the best interest of the District. The Board of Education's decision will be final.

Respondents Default – Failure of the Respondents to comply with any of these provisions may be considered reason for rejection of the Proposal.

**ATTACHMENT A - SPECIFICATIONS**

**ATTACHMENT B - SIGNATURE PAGE**

**ATTACHMENT C - PROPOSAL SHEET**

**ATTACHMENT D - INSURANCE REQUIREMENTS**

**ATTACHMENT E - NON-COLLUSIVE BIDDING/PROPOSAL CERTIFICATION**

**ATTACHMENT F - PROPOSER WARRANTIES**

**ATTACHMENT G - IRAN DIVESTMENT ACT COMPLIANCE RIDER AND CERTIFICATION**

**ATTACHMENT H - SEXUAL HARASSMENT CERTIFICATION**

## ATTACHMENT A: – SPECIFICATIONS

1. **General Specifications** –The awarded contractor must be familiar NYS Education laws and regulations and able to consult and collaborate with the Board of Education and District officials as requested.
2. **Types of Services-**

### A. Auditing Standards to be Followed

To meet the requirements of this Request for Proposals, the audit shall be performed in accordance with: Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, generally accepted government auditing standards set forth in the U.S. General Accounting Office's Government Auditing Standards (2003), the provisions of the Amended Single Audit Act (1996) and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133 (1997) and other procedures considered necessary to enable an opinion to be expressed to render the required reports

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

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

### B. Reports, Schedules and Other Communications to be Issued

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

In the required forensic audit report, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements. Reportable conditions that are also material weaknesses shall be identified as such in the report.

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

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

1. The auditor's responsibility under generally accepted auditing standards.
2. Significant accounting policies.
3. Management judgments and accounting estimates.
4. Significant audit adjustments.
5. Other information in documents containing audited financial statements.
6. Disagreements with management.
7. Management consultation with other accountants.

8. Major issues discussed with management prior to retention.
9. Difficulties encountered in performing the audit.

**C. Working Paper Retention and Access to Working Papers**

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

3. **Pricing** – Prices for all services shall be firm for the duration of this contract.
4. **Invoicing** – All invoices must be self-explanatory as to the charges for services. The invoice must be broken out by itemizing hourly labor rate for the work performed. All invoices must have this itemization. Failure to follow this procedure could result in a delay in getting invoices paid.
5. **Payment Terms** – Net thirty (30) days from receipt of the invoice, after approval of the Claims Auditor in accordance with District policy.

**ATTACHMENT B – SIGNATURE PAGE**

I have reviewed and agree to the terms, conditions and other stipulations of this RFP dated February 5, 2025 and further certify the accuracy of the information submitted as the proposal:

Authorized signature: \_\_\_\_\_

Individual's name (print): \_\_\_\_\_

Title (affix seal if a corporation): \_\_\_\_\_

Business name: \_\_\_\_\_

Mailing address: \_\_\_\_\_

\_\_\_\_\_

Business license number: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

e-mail: \_\_\_\_\_

Proposals must be signed to be valid.



## ATTACHMENT C – PROPOSAL SHEET

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

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

Forensic Audit of Capital Projects and Billable \_\_\_\_\_

Forensic Audit of Proposition 5 (Voter Approved in 2019) \_\_\_\_\_

Forensic Audit of Energy Performance Contracts \_\_\_\_\_

Forensic Audit of All Grants \_\_\_\_\_

Forensic Audit of General Fund (M&T) \_\_\_\_\_

Forensic Audit of the Special Aid Fund \_\_\_\_\_

Forensic Audit of All Transfers \_\_\_\_\_

Forensic Audit of Claims Auditor Reports \_\_\_\_\_

Forensic Audit of Treasurer Reports \_\_\_\_\_

Forensic Audit of the School Lunch Fund \_\_\_\_\_

Forensic Audit of the Check Register \_\_\_\_\_

Forensic Audit of the Scholarship Fund \_\_\_\_\_

Forensic Audit of Medicaid Reimbursement \_\_\_\_\_

TOTAL ALL-INCLUSIVE MAXIMUM PRICE: \$ \_\_\_\_\_

**SCHEDULE OF FEES FOR ADDITIONAL SERVICES AND AUDITS  
IF REQUESTED BY NEWBURGH ENLARGED CITY SCHOOL DISTRICT**

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

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

Proposal submitted by:

\_\_\_\_\_  
(Signature)

Individual/Company Represented:

\_\_\_\_\_  
(Individual/Company Name)

Individual/Company Representative:

\_\_\_\_\_  
(Printed Name)

## ATTACHMENT D– INSURANCE REQUIREMENTS

The Consultant agrees to procure and maintain, at no additional expense to the District, insurance coverage as outlined below. The Certificate of Insurance to be included in the submission must state “the Newburgh Enlarged City School District, its officers, employees, and assigns are additional insured. Coverage is on a primary and non-contributory basis”, and may not include limiting language. The liability insurance(s) shall further provide that it may not be changed or canceled without thirty (30) days prior written notice to the District.

A. Workers’ Compensation – Requires proof of coverage

1. State: New York
2. Applicable Federal
3. Employer’s Liability: \$1,000,000

B. Comprehensive General Liability (including Premises-Operation, Contractor’s Projection, Products and Complete Operation, Broad Form Property Damage) – Requires COI with endorsement:

1. Bodily Injury:
  - \$1,000,000 – Each Occurrence
  - \$2,000,000 – Annual Aggregate, Products and Completed Operations
2. Property Damage:
  - \$1,000,000 – Each Occurrence
  - \$2,000,000 – Annual Aggregate
4. Personal Injury: \$2,000,000 – Annual Aggregate

C. Professional Liability - Requires COI with endorsement:

1. \$2,000,000 Each Claim
2. \$4,000,000 Annual Aggregate

**NOTE: The District may request additional insurance coverage, waive or modify insurance requirements in “C” above, based on the nature of the services to be provided.**

**APPENDIX E**  
**NON-COLLUSIVE BIDDING/PROPOSAL CERTIFICATION**

Section 103-d, General Municipal Law. Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency, or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidders and affirmed by such bidder as true under the penalties of perjury,

- a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of any joint bid each party thereto certified as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
  - 1 The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with another bidder or with any competitor,
  - 2 Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - 3 No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
  
- b. Any bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder shall so state and furnish with the bid a signed statement which sets forth in detail the reason therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to include the signing and submission of the bid and the inclusion as the act and deed of the corporation.

Firm Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Title \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX F

### PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of New York laws and regulations.
- B. Proposer warrants that it is willing and able to obtain an error and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the Newburgh Enlarged City School District.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

---

**Firm's Name**

---

**Address**

---

**City, State, Zip**

---

**(Print Name)**

---

**(Signature)**

---

**(Phone)**

---

**(Fax)**

## APPENDIX G

### IRAN DIVESTMENT ACT COMPLIANCE RIDER AND CERTIFICATION

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

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

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

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

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

## APPENDIX G

### CERTIFICATION - IRAN DIVESTMENT ACT OF 2012

(This form must be signed and notarized, and submitted with Proposal)

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added new provisions to the State Finance Law (SFL), §165-a and General Municipal Law (GML) §103-g effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b) and GML §103-g, the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Proposer is advised that once the list is posted on the OGS website, any Proposer seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Notary Public

## APPENDIX H

### Sexual Harassment Certification

In accordance with State Finance Law §138-l, which generally prohibits the School District from entering into contracts pursuant to the bid/RFP process with persons who fail to submit a certification affirming compliance with New York State Labor Law §201-g, the proposer submit the following certification under the penalty of perjury:

By submission of this proposal, each proposer and each person signing on behalf of any proposer, certifies, and in the case of a joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that the proposer has implemented written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the NYS Labor Law.

Dated: \_\_\_\_\_, New York  
\_\_\_\_\_, 2025

---

**Firm's Name**

---

**(Print Name)**

---

**(Signature)**

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2025

---

Notary Public