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REQUEST FOR PROPOSALS

INTERNAL AUDITING SERVICES NCSD RFP 25-020 For fiscal years 2025-26 through 2027-28

with two (2) one fiscal year extension options



June 2, 2025



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REQUEST FOR PROPOSAL FOR INTERNAL AUDITOR

A. **INTRODUCTION**

A-1. Purpose of the RFP

This request for proposal is for the purpose of selecting a qualified and experienced audit firm to provide the District with Internal Auditing Services including risk assessment and internal audits for the fiscal years ending June 30, 2026, 2027 and 2028 with an option for the District to extend the agreement to the years ending June 30, 2029 and 2030.

To be considered, the proposal must be received in the Business Office of the Niskayuna Central School District no later than **2:00 PM EST on Monday, July 14, 2025**. The Business Office is located at 1430 Balltown Road, Niskayuna, New York 12309. The Board of Education reserves the right to reject all submitted proposals.

During the selection process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarification from firms submitting proposals or to allow corrections of errors or omissions. At the discretion of the District, firms/individuals submitting proposals may be requested to make oral presentations as part of the evaluation process. It is anticipated the RFP will be awarded at the August 2025 Board of Education meeting.

A-2. <u>Brief Description of the District</u>

- a. Enrollment Approximately 4,317 students K-12
- b. Number of employees: 675 Full-Time, 175 Part-Time
- c. BOCES component of the Capital Region Board of Cooperative Educational Services

d. N	Number of Schools – 8	Enrollment - 4,317		
2	Elementary Schools (K-5) Middle Schools (6-8) High School (9-12)	1,880 1,052 1,385		

- e. Type of Superintendency Independent
- f. Board of Education 7 Members elected for 3 year terms



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g. <u>District Leadership</u>

- Superintendent of Schools
- Assistant Superintendent for Curriculum and Instruction
- Assistant Superintendent for Student Support Services
- Assistant Superintendent of Business and Operations
- Director of Human Resources
- Chief Equity Officer

h. Operations

The District's Business Office is staffed with a team dedicated to managing the financial and administrative operations of the district. This team ensures the effective management of the district's fiscal responsibilities, including budgeting, procurement, payroll processing, accounts payable, information management, and financial reporting. The business office team is staffed with a District Treasurer, Purchasing Agent, Payroll Clerk, Accounts Payable Clerk, Senior Account Specialist, and Information Processing Specialist.

The District provides its own student transportation services which it operates from a 190,000 sq. ft. facility purchased in 2014 that had been approved by voters at a March 2013 bond referendum.

The District also operates a grounds and vehicle maintenance facility within the facility at 1301 Hillside Avenue.

A District operated food service program provides over 1,300 meals to students daily. The District also employs a private vending service at the High School.

i. <u>Accounting System</u>

All funds are fully automated utilizing the software package titled nVision, developed by Finance Manager. The Extra Curricular Activity Fund is maintained using QuickBooks software.

j. <u>Budget</u>

The 2025-2026 General Fund Budget is \$116,121,281.

B. **SCOPE OF WORK**

The Internal Auditor will be responsible for 1) conducting annual risk assessments as directed by the Board of Education to include making recommendations for improving internal control; 2) in collaboration with management, identify and conduct one targeted internal process review; 3) making recommendations to the Board of Education regarding areas for internal audit work; 4) understanding and following the regulations of the Commissioner of Education in both these assignments; 5) attend Audit Committee meetings as required to present audit reports.



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Attached is a sample contract for Internal Auditing Services that the successful proposer would be expected to sign. This contract highlights services to be provided, insurance requirements, representations required and other matters related to the services to be provided. Any firm/individual submitting a proposal should familiarize themselves with the contents of the document.

B-1. Work Papers Retention and Access to Work Papers

All working papers and reports must be retained at the Internal Auditor's expense for a minimum of three years, unless the firm is notified in writing by the District of the need to extend the retention period. The Internal Auditor will be required to make working papers available, upon request, to the District or its designees. In addition, the internal auditor shall respond to the inquiries of any successor Internal Auditor to review working papers relating to the internal control system and any findings or reports issued.

B-2. <u>Principal Contact Person</u>

The School District's principal contacts shall be the Assistant Superintendent for Business and Operations and District Treasurer. All correspondence, reports and inquiries shall be directed to those contacts.

B-3. Qualifications and Experience of Firm and its Staff

The proposal should state the size of the firm, the location of the office from which the work is to be performed and the number and nature of the professional staff to be employed in this engagement.

The District is interested in the level and type of internal auditing experience of those persons to be assigned. Brief resumes and listing of governmental or school district contacts to attest to their experience should be included (for those who would be assigned to Niskayuna CSD). The Board of Education or the District reserves the right to reject staff who they feel do not have appropriate experience or qualifications to conduct the audit.

B-5. Requirements for Proposals

It is understood that the District is not liable for any cost/expenses incurred by the firm/individual prior to the issuance of contract or agreement.

All proposals must be received by the Purchasing Agent no later than **Monday, July 14, 2025 at 2:00 PM EST.** Any proposals received after this deadline will be returned unopened to the firm.

Each firm shall submit one original proposal and five copies to the address listed above.

The envelope shall be labeled *RFP - Internal Auditing Services*.



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- 1. Each proposal shall include a statement of your understanding of the work to be done.
- 2. Each proposal shall include a statement explaining why the firm believes itself to be the best qualified to perform the work.
- 3. Each proposal shall clearly state the fees to be charged to the District per year for the fiscal years ending June 30, 2026; June 30, 2027; June 30, 2028; June 30, 2029 and June 30, 2030. The District is interested in a flat fee. If a response is submitted with an hourly rate, please include the number of hours estimated to be used.
- 4. The District will make available the previous internal auditor risk assessment report and subsequent internal audit reports for use by the successful firm.

The district office has a conference room available for use by the Internal Auditor when onsite.

- 5. The proposal will include the names and resumes of personnel to be assigned to this audit, including the partner(s) in charge. It is fully expected that the personnel indicated will be those assigned to the project. Please provide an affirmation statement that those assigned have met all the continuing professional education (CPE) requirements necessary to satisfy the United States General Accounting Office (GAO) standards. Also, provide the name(s) of individuals in the firm that will be available throughout the term of the contract for continuing accounting advice and counsel.
- 6. Each proposal will include a listing of experience in the performance of the requested services for school districts or municipalities in New York State and the years of such experience. Please list school district references and include a contact name and the contact's phone number.
- 7. Responses to this request for proposal should include an affirmation that there are no conflicts of interest between the firm/individual and the Niskayuna Central School District.

B-6. Ownership of Proposals

All proposals and accompanying documentation become the property of the Niskayuna Central School District. The District shall not divulge any information presented in the RFP to anyone outside the District without the written approval of the firm.

B-7. <u>Selection Process</u>

Please be advised that the Niskayuna Central School District Board of Education reserves the right to reject in whole or in part any proposal submitted in reference to this RFP, to waive any irregularities or informalities, and to select that proposal which is deemed to be in the best interests of the District.



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The original proposal will be kept on file in the Purchasing Agent's Office. The additional five copies will be distributed to an evaluation team that will include the Superintendent, Assistant Superintendent for Business & Operations, District Treasurer and members of the Board of Education Audit Committee.

C. **AUDIT FEES**

Each proposal will clearly state the fees to be charged to the District for:

- Annual risk assessment and one targeted internal process review for the District and to list separately the basis by which any additional/special audit fees will be billed fiscal-year ending June 30:

2026

2027

2028

2029 (optional extension)

2030 (optional extension)

D. <u>CRITERIA FOR EVALUATION OF PROPOSALS</u>

The Board of Education is responsible for setting the evaluation criteria. Some elements included in this evaluation will be as follows (not necessarily in rank order):

- The municipal and school district auditing experience of the firm and the staff to be assigned.
- Reference checks
- The clarity of the firm's proposal
- The fees to be charged
- The firm's past performance on meeting deadlines

E. **INQUIRIES & CONFERENCE**

All inquiries concerning this RFP should be directed to:

Michael DeSantis Purchasing Agent (518) 377-4666 Ext. 50701 mdesantis@niskyschools.org

SAMPLE INDEPENDENT CONTRACTOR SERVICES AGREEMENT



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This	Agreement	made	this				by	and	between
		ha	aving	offices	at .			(he	reinafter
"Contr	actor") and t	he Niska	yuna	Central	School	District,	having	offices	at 1430
Balltov	wn Road, Nisl	kayuna, N	ew Yo	rk 1230	9 (herei	inafter "S	chool Di	strict").	

WITNESSETH:

1. <u>Services</u>. The School District hereby engages the Contractor to perform the following services:

Internal Auditor for the Niskayuna Central School District

Contractor represents that he has the requisite knowledge and skills to provide all such services. Terms and conditions set forth in the Request for Proposal for Internal Auditing Services by Niskayuna Central School District are incorporated, by reference, herein.

2. <u>Compensation</u>. The School District shall pay the Contractor as follows:

The above compensation is inclusive of all of Contractor's expenses, including, without limitation, for such things as travel, copying expenses, postage and telephone.

- 3. <u>Duration</u>. This Agreement shall be in full force and effect commencing on for the 2025-26 school year through fiscal year 2027-28 with an option to renew for the fiscal years ending June 30, 2029 and June 30, 2030.
- 4. <u>Independent Contractor Status</u>. Contractor enters into this Agreement and will remain throughout the term hereof an Independent Contractor. Contractor shall not be entitled to any rights or benefits afforded to the School District's employees, including, without limitation, disability or unemployment insurance, worker's compensation, medical insurance, sick leave or any other employment benefit. Contractor is responsible for providing, at Contractor's sole expense, disability, unemployment, worker's compensation and all other forms of insurance, training, permits and licenses for Contractor and for Contractor's employees, if any. Contractor shall be responsible for paying, when due, all income or other taxes incurred as a result of the compensation paid by the School District to Contractor for services under this Agreement.
- 5. <u>Principal Contact Person</u>. The School District's principal contacts shall be the Assistant Superintendent of Business and Operations and District Treasurer. Correspondence, reports and inquiries regarding this Agreement shall be directed to both contacts..



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- 6. <u>Confidential Information</u>. Contractor understands that in performing this Agreement he/she/it may have access to confidential information in possession of the School District or others, including, but not limited to names, facts or information about individuals, businesses and families. Contractor may also have access to confidential information potentially including student directory, personnel information and records, sensitive, confidential or internal School District matters and other protected information. It is agreed that the definition of confidential information includes all documentary, electronic or oral information made known to the Contractor through any activity related to this Agreement. Contractor agrees not to reveal any confidential information and understands that any such disclosure shall be considered a breach of this Agreement. Contractor agrees that if he/she/it receives a subpoena for divulgence of confidential information, he/she/it shall notify the School District prior to divulging the same. This section shall survive termination of this Agreement.
- 7. <u>Termination</u>. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Upon such termination, the Contractor shall be paid for all work performed in accordance with this Agreement through the date of termination. It shall not be entitled to any additional payments, whether on account of lost profits or otherwise.
- 8. <u>Insurance</u>. The Contractor shall maintain, in full force and effect, during all times this Agreement is in force, the professional liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. All such insurance shall reflect that the School District is an additional insured thereunder and the School District shall receive no less than 15 days written notice in the event of the termination thereof. Contractor shall provide the School District with a Certificate of Insurance reflecting the information set forth in this paragraph.
- 9. <u>Fingerprinting</u>. Contractor acknowledges and agrees that he/she or its employees may be subject to fingerprinting and a criminal history record check as may be required by the Education Law of the State of New York. In such an event, the Contractor agrees to cooperate with the School District and to complete any and all necessary forms or procedures, all at no cost or expense to the School District.
- 10. <u>Indemnification</u>. Contractor shall indemnify, defend and hold the School District, its employees, officers, agents and Board of Education harmless from any claims, liabilities, suits, proceedings and actions, of whatever name or nature as the same may relate, in any manner, to the services provided by Contractor and its personnel to the School District pursuant to this Agreement. Said indemnification and defense shall apply to any claim, liability, suit, proceeding and action in which the School District, its employees, officers, agents and Board of Education may be named as a party, notwithstanding that the Contractor may deem said claim, liability, suit, proceeding or action frivolous or without merit.
- 11. <u>No Assignment</u>. Contractor may not assign this Agreement or subcontract any portion of the services set forth herein, without the prior written consent of the School District, which consent may be withheld for any reason whatsoever or for no reason.



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- 12. <u>Cooperation in the Event of Litigation</u>. In the event that any claim, demand, suit or other legal proceeding arising out of any matter relating to this Agreement is made or instituted by any person against the School District, the Contractor, shall, at its own cost and expense, provide the School District with all reasonable information and assistance in the defense or other disposition thereof.
- 13. <u>Compliance with Laws</u>. The Contractor shall comply, at its own cost and expense, with the provisions of all Federal, State, County and municipal laws, ordinances, regulations and orders pertaining to the performance and provision of the services provided by the Contractor pursuant to this Agreement.
- 14. <u>Notices</u>. Any and all notices, demands or other communications required or desired to be given hereunder by either party shall be in writing and shall be validly given or made to the other party if personally served or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication is served personally, it shall be effective immediately. If such notice, demand or other communication is given by mail, the same shall be effective when received, but in any event, it shall effective no later than 5 days after deposit in the United States mail addressed to the party to whom such notice, demand or other communication is to be given, at the address set forth above. Either party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.
- 15. <u>No Waiver of Default</u>. No failure by the School District to insist upon the strict performance of any term, covenant, agreement or provision of this Agreement or to exercise any right or remedy upon a breach thereof, and no acceptance by the School District of any services during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term, covenant, agreement or provision.
- 16. <u>Modification or Amendment</u>. No amendment, change or modification of this Agreement shall be valid unless in writing, signed by the parties hereto.
- 17. <u>Entire Understanding</u>. This Agreement constitutes the entire understanding and agreement between the parties and any and all prior agreements, understandings and representations are merged herein and are of no further force and effect.
- 18. <u>Governing Law.</u> This Agreement shall be governed by the laws of the State of New York. Any litigation between the parties shall be venued in an appropriate court located in Schenectady County, New York.



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

CONTRACTOR	NISKAYUNA CSD		
Signature	By: Title: President, Board of Education		
Social Security or Federal ID Number			



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PROPOSAL

INTERNAL AUDITING SERVICES

FOR THE

NISKAYUNA CENTRAL SCHOOL DISTRICT

2:00 PM EST July 14, 2025

Submitted by:		(Firm Name)
_		(Street)
_		(CSZ)
Contact Info:		(Name)
_	(Phone)	(Fax)
		(E-Mail)

FEE PROPOSAL including all necessary expenses as per specifications of the RFP for *Internal Auditing Services*.

Annual risk assessment and one targeted internal process review for the District, fiscal-year ending June 30:

	FLAT RATE	OR HOURLY RATE &	PROJECTED HOURS
June 30, 2026			
June 30, 2027			
June 30, 2028			
June 30, 2029 **			
June 30, 2030**			

^{**} optional extension available

The undersigned has carefully examined the Request for Proposal (RFP) for *Internal Auditing Services* and in accordance with the specifications of the RFP submits this proposal and agrees to furnish and perform the specified audit services for the Niskayuna Central School District within the time limits specified for the amounts indicated.



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The undersigned agrees to enter into a written contra as required in the proposal specifications.	ct to furnish such materials and services
Signature:	Date:
Printed Name/Title:	