



St. Lawrence County

Industrial Development Agency

Request for Proposals

For

Financial Audit Services

For

St. Lawrence County Industrial Development Agency
19 Commerce Lane, Suite 1~ Canton, New York 13617

Ref: RFP-21-Audit Services

Request for Proposal Issue Date:
September 15, 2021

Request for Proposal Closing Date and Time:
Before 3:00 PM EST on October 15, 2021.

PART I General Information and Conditions
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A. Statement of Purpose:

The St. Lawrence County Industrial Development Agency (the Agency) is seeking Proposals for the provision of Independent Audit Services.

The Agency is required by the State of New York to secure an annual audit of the Agency's financial records by an independent auditor. The Agency must adopt a resolution accepting the annual audit report and shall file a copy of the report with New York State no later than 90 days after the end of its fiscal year.

B. General Information:

Copies of the most recent audit are available online at:

<https://slcida.com/wp-content/uploads/2021/03/2020-SLCIDA-FinancialStatements.pdf>

C. Key Audit Dates:

The Agency's fiscal year ends on December 31st. Draft audit reports, for the Agency and each affiliated entity, in electronic form, must be furnished to the Agency no later than 60 days after the fiscal year end. Final audit reports (20 copies) must be furnished to the Agency no later than 75 days after the fiscal year end.

D. Questions Concerning the RFP:

From the issue date until the selection of the successful applicant, all contacts with Agency personnel concerning the contents of this RFP must be through Ms. Kimberly Gilbert, Chief Financial Officer, or her designee. Except in extraordinary circumstances, **each question should be submitted in writing**, citing a particular section of the RFP, prior to any formal conference with interested firms. Answers to all questions of a substantive nature will be addressed in writing. Copies of questions and answers will be provided to all participants.

E. Oral Presentation:

The Agency reserves the right to request that all applicants under final consideration make oral presentations regarding their response to this RFP.

F. Addendum(s) to RFP:

The Agency reserves the right to amend the RFP. Should it become necessary to revise any part of the RFP, an addendum will be provided to all prospective applicants who received the original RFP. It is the responsibility of the applicants to ensure that they have responded to all addendums before submission of the RFP.

G. Incurred Costs:

The Agency is not liable for any costs incurred by prospective applicants or applicants submitting proposals.

H. Format for Required Information:

Request for Proposals shall be prepared in the format described herein. Failure to comply with the specified format may lead to an applicant's proposal being declared non-responsive. Any information thought to be relevant, but not applicable to the prescribed format, should be provided as appendices to the proposal. The proposal must be signed by an official authorized to bind the applicant to its provisions. Proposals which do not address all requirements of this Request for Proposals may be considered non-responsive. However, the Agency reserves the right to waive informalities at its sole discretion.

I. Submission of Proposal:

The following are general requirements to which applicants must adhere in response to the RFP:

Submission Information: Submit quotes (1 copy) in a separate, sealed envelope marked **"RFP-21-Audit Services – Confidential – Do Not Open"**

Submit to: St. Lawrence County Industrial Development Agency
19 Commerce Lane, Suite 1
Canton, New York 13617

Submission Deadline: RFPs must be **received** by the Agency at their office on or before 3:00 P.M. local time on **October 15, 2021**. **The Agency will not accept electronic proposals, nor will they accept any proposals after the submission deadline.**

J. Request for Supplemental Information:

During the evaluation period, applicants may be required to present supplemental information clarifying their proposal. This information must be submitted in writing and will be included as a formal part of the applicant's proposal.

K. Notification of Award:

After evaluation and selection of the successful applicant, all applicants will be notified, in writing, of the acceptance or rejection of their proposals. The name of the successful applicant may be disclosed.

L. Disclosure of Proposal Contents:

To the extent permitted by law, applicants' proposals will not be disclosed, except for purposes of evaluation, prior to approval of the resulting contract by the Agency. All material submitted becomes the property of the Agency and may be returned or retained at the Agency's discretion. Submitted proposals may be reviewed and evaluated by any person, other than one associated with a competing applicant, as designated by the Agency. The Agency reserves the right to use any and all ideas presented in any response to the RFP. Selection or rejection of a proposal does not affect this right.

M. Contract Terms:

These specifications will become part of any “contract” forms that may be required and will take precedence over any other terms or conditions submitted by the bidder. Any agreement resulting from this RFP shall be governed by and construed under the laws of the State of New York.

N. Indemnification:

Each party hereby agrees to indemnify, defend and hold harmless the other party from all suits, claims and the liability for injury or damage to persons or property resulting from or arising out of any activity conducted by either the respective parties or their agents, employees, invitees or designees except for injuries or damage caused or contributed to by the acts, omissions or negligence of the other party.

O. Payment of Services:

The St. Lawrence County Industrial Development Agency and each of the affiliated entities shall remit payment for audit services on a pro-rata basis, as outlined in the chart below. Payments will be submitted to the auditor no later than thirty (30) days after receipt by the Agency of an invoice and acceptance of the annual audit by the Agency’s Board and the affiliated agencies boards.

St. Lawrence County Industrial Development Agency	25.0%
St. Lawrence County Industrial Development Agency Local Development Corporation	25.0%
St. Lawrence River Valley Redevelopment Agency	12.5%
Greater Massena Economic Development Fund	12.5%
St. Lawrence County Industrial Development Agency Civic Development Corporation	12.5%
St. Lawrence County Property Development Corporation	12.5%

Should, at any time, any of the above-listed affiliate agencies no longer require and annual audit, the total bid amount shall be reduced by the affiliated entities corresponding percentage.

P. Term of Engagement:

Proposals shall be submitted for each fiscal year beginning January 1, 2021 and ending December 31, 2025. A three- (3) year contract will be awarded, with the option to renew audit services for each of the subsequent two (2) years, subject to the annual review, satisfactory performance, and the satisfactory negotiation of terms (including a price acceptable to both the Agency and the selected firm), the annual availability of appropriation, and annual approval by the Agency’s Board of Directors.

Q. Subcontracting:

No subcontracting will be allowed without the express prior written consent of the Agency.

PART II- Audit Overview

The annual audit will be made in accordance with the following:

- Generally Accepted Accounting Principles.
- Generally Accepted Government Auditing Standards.
- Applicable standards promulgated by the New York State Comptroller.

The **minimum audit** reporting requirements are as follows:

- The minimum audit schedules for a NYS Public Benefit Corporation as issued by the New York State Comptroller.
- An audit opinion with accompanying financial statements and notes for the St. Lawrence County Industrial Development Agency, including its affiliated entities – which in addition include the St. Lawrence County Industrial Development Agency Local Development Corporation, the St. Lawrence County Industrial Development Agency Civic Development Corporation, and the St. Lawrence County Property Development Corporation. Please note that the St. Lawrence County Industrial Development Agency Local Development Corporation itself has three operating subunits – the St. Lawrence River Valley Redevelopment Agency, the St. Lawrence County Local Development Corporation and the Greater Massena Economic Development Fund. The final audit should be modeled on the format of the Agency's 2020 audit (see Part I, paragraph B above).
- A management letter which will include a summation statement of audit findings, a description of any material weaknesses in internal control, and recommendations for financial management improvement.
- An entrance and exit interview and presentation of the draft audit reports with the Agency's Chief Executive Officer, Chief Financial Officer and Audit & Finance Committee.
- Annual presentation of the audit reports to the Agency's Board of Directors at their regularly scheduled public meeting on or about 90 days following the close of the Agency's fiscal year.
- Preparation of any annual federal and state tax reporting requirements for the Agency prior to any and all regulatory deadlines.

Preparations for the annual audit may require that the independent auditor engage in **interim fieldwork**. The objective of such interim fieldwork is to test existing internal control procedures to such an extent that the independent auditor can place reliance on the Agency's internal controls in developing their judgment on the financial statements. The procedures used will include tests of the documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of assets, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and banks. Prior to the interim fieldwork, the auditor will meet with the Agency's Chief Financial Officer to discuss the required supporting documentation. Such interim fieldwork shall be performed on an as needed basis at mutually agreed upon times over the course of the year. The independent auditor's proposal for annual audit services shall incorporate allowances for such interim services in their lump sum quotes.

The Agency shall provide the independent auditor with the basic information required for the audit. The independent auditor shall advise all parties about appropriate accounting principles and their application and will assist if needed in the preparation of the required financial statements. The Agency shall assume responsibility for the preparation of the financial trial balances of all funds.

Prior to commencing the formal audit, all ledgers and subsidiary records shall be fully posted and balanced by the Agency. The Agency anticipates being ready for the annual audit on or about thirty (30) days following the end of the fiscal year.

The ninety- (90) day filing deadline established by the Office of the State Comptroller and the Authorities Budget Office for the submission of annual reports must be met unless otherwise mutually agreed. The annual reports and supporting documentation must be submitted to the Agency in accordance with (see Part I, paragraph C above).

All work papers associated with this engagement shall be retained for a minimum of three years from the date of the audit report. Further, all such work papers shall be available for examination by authorized representatives of the Agency and subsequent independent auditors.

PART III SUBMISSION BY PROSPECTIVE AUDITORS
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The submitted proposals must state and/or include responses to the following specifications. Such responses should be keyed or indexed to each specification.

- A. Firms responding to this RFP shall not propose to provide audit services to the Agency if the lead (or coordinating) audit partner (having primary responsibility for the audit), or the audit partner responsible for reviewing the audit, has performed audit services for the Agency in each of the Agency's five previous fiscal years.
- B. Provide a letter and transmittal containing the prospective auditor's understanding of the work to be performed along with a commitment to meet required timelines.
- C. Provide names and resumes of personnel to be assigned to this audit including the partner(s) in charge using the attached Exhibit A as a cover page. The Agency reserves the right to reject staff who they believe lack appropriate experienced qualifications to perform the audit.
- D. Provide the name(s) of individual(s) in the firm who will be available throughout the term of the agreement for continuing advice and counsel (i.e., additional accounting services).
- E. Provide the names of three current governmental and/or non-profit audit engagements that will be used as references by completing Exhibit B.
- F. Provide the address of the office that will assume responsibility of the audit (Exhibit A).
- G. In addition to providing in the attached Exhibit C lump sum price quotations for audit services for each of the three audit years covered by this RFP, provide a scheduled fee for additional accounting services also using Exhibit C. The proposed fees for both classes of quotations in Exhibit C should incorporate all professional fees of audit and support staff and any and all out-of-pocket and administrative expenses.
- H. Provide assurance that there are no conflicts of interest between the audit firm and the Agency.
- I. Execute a statement of non-collusion (Exhibit D).
- J. Execute statement(s) relating to the Agency's Procurement Lobbying Law Policy (Exhibit E).
- K. Complete Exhibits A, B, C and D, and (if applicable, Exhibit E).
- L. Submit a copy of the firm's most recent external quality control review report and state whether it included a review of specific government engagements.

**PART IV
EVALUATION OF PROPOSALS**

The Agency reserves the right to:

- reject any and all proposals received in response to this RFP;
- select a proposal other than the proposal offering the lowest fee;
- waive or modify irregularities in proposals received, after prior notification to the applicant; and
- negotiate with any applicant whose proposal is complete.

The Agency's Audit & Finance Committee, Chief Executive Officer and Chief Financial Officer will evaluate each proposal and forward a recommendation to the Board of Directors. The Board of Directors, in turn, will authorize the award for financial audit services.

Some of the elements (not necessarily in rank order) included in the evaluation process will be:

- prior governmental audit experience.
- fees to be charged.
- reference checks.
- clarity of the firm's proposal.
- oral interview.

**PART V
ADDITIONAL ACCOUNTING SERVICES**

In addition to the annual auditing services, the Agency's Board of Directors seeks accounting and consulting services to be performed separately and not in connection with the annual financial statement audits. Therefore, this RFP also requires that the independent auditor also provide **additional accounting services**, when and if permissible, to the Agency, which will include, if required as determined by the Agency at its sole discretion, follow-up work and provision of advice and counsel to the Agency's staff throughout the term of the agreement. (Please note that additional accounting services are distinct from the **interim fieldwork** described in Part II above and must be quoted separately in Exhibit C.)

EXHIBIT A: APPLICANT IDENTIFICATION

Name of Organization: _____
 Address of Organization: _____

 Engagement Manager Name: _____
 Contact Title: _____
 Telephone: _____
 Cell Phone: _____
 Fax: _____
 Email: _____

Are you incorporated? Yes No

If yes, in which state are you incorporated: _____

If you are not incorporated in New York State, are you authorized to do business in New York? Yes No

If you are not incorporated, please check the appropriate box:
 Partnership
 Sole Proprietorship
 Other (please specify) _____

	Firmwide Totals	Responsible Office Totals
Number of Shareholders		
Number of Principals/Partners		
Number of Managers		
Number of Seniors		
Number of Staff		
Number of Supporting Staff		

EXHIBIT B: CLIENT REFERENCE LIST

Organization Name:	
Organization Address:	
Contact Person:	
Title:	
Telephone:	
Cell:	
Fax:	
Email:	

Organization Name:	
Organization Address:	
Contact Person:	
Title:	
Telephone:	
Cell:	
Fax:	
Email:	

Organization Name:	
Organization Address:	
Contact Person:	
Title:	
Telephone:	
Cell:	
Fax:	
Email:	

EXHIBIT C: QUOTATION OF FEES

For the provision of audit services as described in the Request for Proposals for the St. Lawrence County Industrial Development Agency:

Fiscal Year: January 1, 2021 – December 31, 2021	\$
Fiscal Year: January 1, 2022 – December 31, 2022	\$
Fiscal Year: January 1, 2023 – December 31, 2023	\$
Fiscal Year: January 1, 2024 – December 31, 2024	\$
Fiscal Year: January 1, 2025 – December 31, 2025	\$

For the provision of additional accounting services as described in Part V of the Request for Proposals for the St. Lawrence County Industrial Development Agency and its affiliated entities:

Fiscal Year: January 1, 2021 – December 31, 2021	\$	Per hour (Executive Level)
	\$	Per hour (Mid-Level)
	\$	Per hour (Clerical Level)
Fiscal Year: January 1, 2022 – December 31, 2022	\$	Per hour (Executive Level)
	\$	Per hour (Mid-Level)
	\$	Per hour (Clerical Level)
Fiscal Year: January 1, 2023 – December 31, 2023	\$	Per hour (Executive Level)
	\$	Per hour (Mid-Level)
	\$	Per hour (Clerical Level)
Fiscal Year: January 1, 2024 – December 31, 2024	\$	Per hour (Executive Level)
	\$	Per hour (Mid-Level)
	\$	Per hour (Clerical Level)
Fiscal Year: January 1, 2025 – December 31, 2025	\$	Per hour (Executive Level)
	\$	Per hour (Mid-Level)
	\$	Per hour (Clerical Level)

The undersigned respondent hereby declares and stipulates that this quote is made in pursuance of and subject to all the terms and conditions outlined in the Request for Quotations.

Authorized Signature: _____
 Printed Name: _____
 Title: _____

**EXHIBIT D:
STATEMENT OF NON-COLLUSION IN BIDS OR PROPOSALS TO PUBLIC
AUTHORITY REQUIRED BY SECTION 2878 OF PUBLIC AUTHORITY LAW**

By submission of this bid or proposal, the bidder and each person signing on behalf of the bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

- (1) Prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
- (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.

A bid shall not be considered for award, nor shall any award be made where (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder(s) cannot make the foregoing certification, the bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Request for Proposal:

Proposal Number: RFP-21-Audit Services

Identifying Data:

Potential Contractor: _____

Address (Street) _____

Address (City, State, Zip) _____

Telephone: _____

Subscribed to and affirmed under penalty of perjury under the laws of the State of New York, as an authorized official of the potential contractor:

Certifier Name: _____

Certifier Title: _____

Certifier Signature: _____

Date of Certification: _____

Joint or combined bids by companies or firms must be certified on behalf of each participant.

EXHIBIT E: PROCUREMENT LOBBYING LAW POLICY AND PROCEDURES

Policy:

It is the policy of the St. Lawrence County Industrial Development Agency (the "Agency") to comply with State Finance Law §139-j and §139-k (Law) relative to anyone (the "Offerer") contacting the Agency about an Agency procurement.

Applicability:

The Law applies to procurement contracts that have an annual value in excess of \$15,000. The requirements of the Law commence at the earliest written notice, advertisement or solicitation of request for proposals, invitations for bids, or solicitation of proposals, or any other method for soliciting a response from an Offerer intending to result in a procurement contract and end with the final contract award.

Procedure:

Pursuant to State Finance Law §139-j and §139-k, the Agency shall designate person(s) who are the only staff that can be contacted relative to a procurement and will record all "contacts" by an Offerer or its representative regarding the procurement.

A "contact" is any communication with the Agency under circumstances where a reasonable person would infer that the communication was intended to influence the procurement. Information that must be recorded in the procurement record includes: the name, address, telephone number, place of principal employment and occupation of the person making contact; whether the person is retained or employed by the Offerer; and whether the contact is an attempt to influence a specific procurement.

An impermissible "contact" is any communication that meets the definition above, other than the exceptions cited below, by the Offerer, or its representative, with anyone other than the Agency's designated contact(s) for such procurement. Any Agency employee who becomes aware that an Offerer has violated the provisions of a permissible contact during a procurement must immediately notify the Agency's Compliance Officer who shall investigate such incident.

The law recognizes specific communications and contacts that can go to other than the Designated Contacts, i.e., to Permissible Subject Matter Contacts. These communications and contacts include:

1. submission of written proposals;
2. submission of written questions to the designated contact when all written questions and responses are to be disseminated to all interested offerers;
3. written complaints by an Offerer to the Agency General Counsel regarding the failure of Agency staff to comply timely with the provisions of the Law;
4. participation in a bid conference or interviews;
5. negotiations subsequent to tentative award;
6. review and debriefings of procurement awards; and
7. communications during bid complaints, protests or appeals.

(These permissible contacts must also be recorded and included in the procurement record.)

Any Offeror that knowingly and willfully violates the restrictions to permissible contacts shall be found non-responsible and shall not be awarded the procurement contract. Determinations of non-responsibility due to such violations shall be reported to the New York State Office of General Services (OGS). OGS shall maintain a list of Offerers determined to be non-responsible due to such violations. Any subsequent determination of non-responsibility within four (4) years of a previous determination of non-responsibility based upon an impermissible contact shall result in the Offerer being ineligible to submit a proposal or be awarded a procurement contract with any government entity, as defined in State Finance Law §139-j (1) (a), for a period of four (4) years from the second determination.

Prior to the award of a procurement contract, the Agency must include in its responsibility review a determination of the Offerer's compliance with provisions of the Law including any disclosure from a previous violation of the Law within the previous four (4) years during any governmental procurement.

(continued)

EXHIBIT E (continued)

**Offerer's Affirmation of Understanding of and Agreement Pursuant to
State Finance Law §139-j(3) and §139-j(6)(b)
As provided to the St. Lawrence County Industrial Development Agency**

Background:

State Finance Law §139-j(6)(b) provides that:

Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

A Governmental Entity must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible contacts in the restricted period for a procurement contract in accordance with State Finance Law §139-j and §139-k. It is recommended that this affirmation be obtained as early as possible in the procurement process, such as when the Offerer submits its proposal or bid.

Instructions:

A completed affirmation must accompany each Bid Form, Letter of Interest, or Proposal submitted by an offerer and will be required for any contract amendments over \$15,000. This document must also accompany each Emergency Contract Bid Form.

Affirmation:

Offerer affirms that it understands and agrees to comply with the procedures of the St. Lawrence County Industrial Development Agency relative to permissible contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

Signature of Offerer: _____

Date: _____

Printed Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Contractor Address: _____

City/State/Zip: _____

Reference Number: _____

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Date: _____

EXHIBIT E: (continued)

Offeror's Disclosure of Prior Non-Responsibility Determinations
State Finance Law §139-k(2)
As provided to the St. Lawrence County Industrial Development Agency

Name of Individual/Entity Seeking to Enter into Procurement Contract: _____
Address: _____
Address: _____
City/State/Zip: _____

Name of Person Submitting this Disclosure: _____
Title of Person Submitting this Disclosure: _____
Contractor Address: _____
City/State/Zip: _____

Contract Procurement Number: _____
Date: _____

1. Has any Governmental Entity made in the previous four years a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract? Yes No

If you answered Yes to Question 1, complete Questions 2 through 4, where applicable:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j? Yes No

3. Was the basis for the finding of non-responsibility due to intentional provision of false or incomplete information to a Government Entity? Yes No

4. Provide details regarding the finding of non-responsibility below and attach additional pages as necessary:
Government Entity: _____
Date of Finding of Non-Responsibility: _____
Basis of Finding of Non-Responsibility: _____

5. Has any Government Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intention provision of false or incomplete information? Yes No

If you answered Yes to Question 5, provide details below and attach additional pages as necessary:

Government Entity: _____
Date of Termination or Withholding of Contract: _____
Basis of Termination or Withholding of Contract: _____

Offeror certifies that all information provided to the St. Lawrence County Industrial Development Agency with respect to State Finance Law §139-k is complete, true and accurate.

Signature

Date