

## CITY OF LOCKPORT

### REQUEST FOR PROPOSALS PROFESSIONAL ACCOUNTING AND AUDITING SERVICES

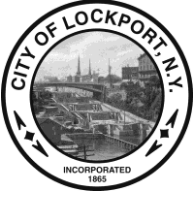
#### **Introduction:**

The City of Lockport is requesting fixed fee proposals from qualified firms of independent certified public accountants for annual accounting services to include assistance with the preparation of the New York State Annual Update Document and to conduct an annual audit of the City's financial statements for the fiscal years ending 2023, 2024 and 2025 with the option to extend the agreement for two (2) additional one year periods. These audits are to be conducted in accordance with generally accepted auditing standards, the standards set forth for financial audits in the United States Government Accountability Office (GAO) *Government Auditing Standards*; the provisions of the Federal Single Audit Act of 1996; U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations* (OMB A-133), and Part 43 of the New York State Codification of Rules and Regulations (43 NYCRR) that are applicable to the transportation assistance programs offered by the New York State Department of Transportation (NYSDOT).

To be considered, two (2) printed originals and one electronic copy (in PDF format supplied on a flash drive) of a proposal must be received by the City Clerk no later than 2 PM on Friday, August 11, 2023. Proposals are to be enclosed in a sealed envelope, plainly marked as “**Proposals for City of Lockport Auditing Services**” and directed to:

Sarah Lanzo, City Clerk  
City of Lockport  
One Locks Plaza  
Lockport, New York 14094  
(716) 439-6674  
[cityclerk@lockportny.gov](mailto:cityclerk@lockportny.gov)

*Published: July 14<sup>th</sup>, 2023*



## CITY OF LOCKPORT

### REQUEST FOR PROPOSALS PROFESSIONAL ACCOUNTING AND AUDITING SERVICES

#### **I. Purpose of Request**

The City of Lockport is requesting fixed fee proposals from qualified firms of independent certified public accountants for annual accounting services to include assistance with the preparation of the New York State Annual Update Document and to conduct an annual audit of the City's financial statements for the fiscal years ending 2023, 2024 and 2025 with the option to extend the agreement for two (2) additional one year periods. These audits are to be conducted in accordance with generally accepted auditing standards, the standards set forth for financial audits in the United States Government Accountability Office (GAO) *Government Auditing Standards*; the provisions of the Federal Single Audit Act of 1996; U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations* (OMB A-133), and Part 43 of the New York State Codification of Rules and Regulations (43 NYCRR) that are applicable to the transportation assistance programs offered by the New York State Department of Transportation (NYSDOT) in accordance with specifications outlined herein.

#### **II. Background Information of the City**

The City of Lockport was founded in 1865 and is located in western New York, in the center of Niagara County, approximately 18 miles east of Niagara Falls, NY and 30 miles northeast of Buffalo, NY.

The City's overall budget is approximately \$43.5 million dollars and encompasses the following funds: General, Water, Sewer, Refuse and Recycling, Capital, Trust and Agency, Fixed Assets, Long Term Debts, Special – Community Development Grants and Loans, Internal Service Funds - Self-Insurance Medical Insurance and Self-Insurance Worker's Compensation.

#### **Form of Government**

The City of Lockport operates as a strong Mayor form of government with the Mayor serving as the Chief Elected Officer for a four year term and serves as the day-to-day manager of the City operations. The City Council, consisting of 6 members, is the main policy making body of the City. It has the power to levy taxes, adopt the City budget, make appropriations and adopt local laws. Five Council members are elected from equally populated wards with one Council member elected at-large, for two year terms of office. Annually, Mayor appoints a President of the City Council from among the Council members.

The City Treasurer, serving as the Chief Financial Officer for the City, is elected at large and serves a four year term. The Treasurer is responsible for overseeing all accounts

receivables including real property tax collection, utility billings, and general revenues and all banking, borrowings and investments.

In addition, the City Council has created the office of Director of Finance, an appointment of the Mayor that is responsible for overseeing the City's day to day accounting, audit, payroll, benefits and accounts payable services. The Director of Finance also serves as the Budget Officer.

The other administrative officials of the City including the City Clerk, the Chief of Police, Chief of Fire, City Attorney, and Department Heads, are appointed by the Mayor.

Additional information about the City and its operations can be obtained through its website at [www.lockportny.gov](http://www.lockportny.gov)

### **III. Description of Accounting Records**

The City maintains its general accounting records in accordance with generally accepted accounting principles for State and Local Governments. The City discontinued its use of KVS in March of 2018 and began utilizing **New World/Tyler software** on a hosted web based network for its accounting. The City's financial activities are accounted for as follows:

**Fund financial statements** - groupings of related accounts that are used to maintain control over resources that have been segregated for specific activities or objectives. The City like many other state and local governments uses fund accounting to ensure and demonstrate finance related legal compliance.

**Governmental Funds** are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental funds financial statements focus near term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year reported using a modified accrual basis of accounting for all major funds being reported separately.

**Fiduciary Funds** are used to account for resources held for the benefits of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statement because the resources of those funds are not available to support the City's own programs.

### **IV. Scope of Services**

#### **A. Generally:**

The audit engagement period shall cover the three year period beginning with the calendar year ending December 31, 2023, and ending with calendar year ending December 31, 2025, with the option to extend the agreement for two (2) additional one year periods at the City's discretion.

#### **B. Scope of Work to be Performed:**

Over the course of the contract period, the accounting firm shall, at no additional cost to the City, make qualified staff members available to the City for general consultation regarding financial accounting and reporting issues, answer questions, address concerns and provide guidance. Annual accounting services shall also include assistance with the preparation and filing of the City's New

York State Annual Update Document, and OPEB reporting as required by the NYS Comptroller. The NYS Comptroller's AUD is due by April 30<sup>th</sup> each year.

The auditors shall conduct an audit and render opinions on the financial statements for the years then ended 12/31/23 and each year through 12/31/25. The audit will be conducted in accordance with Generally Accepted Auditing Standards, the Single Audit Act of 1984, the Single Audit Act Amendments of 1996, related OMB Circular A-133, GASB Statement 34, Federal Government regulations regarding Federal Funds, and any other requirements of GASB or GAAP that have enacted but have not been addressed in this description.

The auditor, if and when applicable, will conduct an audit of each major Federal program and on internal control over compliance as required by OMB A-133 ("Single Audit"). The auditor will issue a report on internal control over financial reporting and on compliance and other matters based on an audit of the financial statements performed in accordance with *Government Auditing Standards*, and a report on compliance for each major federal program and on internal control over compliance in accordance with OMB A-133.

The auditor, if and when applicable, will conduct an audit in accordance with 43 NYCRR that are applicable to the transportation assistance programs offered by the NYSDOT and issue a report on compliance and controls over State transportation assistance expended based on an audit of the financial statements performed in accordance with *Government Auditing Standards*.

The firm chosen must perform testing of the estimated liabilities recorded by the City, including a funding level analysis of the City's Worker's Compensation Self- Insurance Program and the City's Medical Self Insurance Program. A Management Letter shall also be prepared with recommendations for improving internal accounting controls.

The auditor's principal contact with the City will be the City Treasurer and Director of Finance who will coordinate the assistance to be provided by the City. The auditor shall be responsible for the preparation, editing, printing and publication of the City's financial report, unless otherwise advised by the City Treasurer and Finance Director.

It is expected that a senior representative of the accounting firm shall appear before and report to the Audit Committee prior to and at least once during the audit and present the draft audit to the Audit Committee to discuss the findings of the resulting audit. At the conclusion of the audit, a senior representative is expected to present the final audit to the full City Council to discuss the findings of the audit, the City's financial position and present recommendations for improving the City's systems of internal control.

### **C. Reports to be Issued:**

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue a report on the fair presentation of the financial statements in conformity with generally accepted accounting principles (auditor's report); a report on internal control over financial reporting and on compliance and other matters based on an audit of the financial statements performed in accordance with *Government Auditing Standards*, and a communication of internal control matters identified in the audit to those charged with governance and management. Where applicable, the auditor shall

also issue a report on compliance for each major Federal program and on internal control over compliance in accordance with OMB Circular A-133, a report on compliance and controls over State transportation assistance expended based on an audit of the financial statements performed in accordance with *Government Auditing Standards*, and any other report(s) required by Federal, state, or local laws, rules or regulations. It is expected that the State Single Audit and the Federal Single Audit will be filed on the Federal Warehouse by the required date of September 30<sup>th</sup> each year.

The reports on compliance shall include all instances of non-compliance irregularities and illegal acts, and the auditor shall be required to make an immediate, written report of all irregularities and/or illegal acts of which the auditor becomes aware to the Director of Finance and Treasurer, Mayor and Audit Committee.

The schedules of Federal financial assistance and related reports as required by the Single Audit Act of 1984 (with amendment in 1996) and OMB A-133, and the schedules of State transportation assistance and related reports as required by 43 NYCRR will be included as separate sections of the City's financial report.

The firm should prepare and deliver 12 copies of all reports to the City Treasurer. The annual audit report letter to management shall be attached to/or included in the same binder with the financial statements. The firm should also provide one pdf copy of all reports presented, the letter to management should be in a separate pdf file from the financial statements.

The firm shall advise the Audit Committee of their findings in writing.

#### **D. Audit Report Requirements:**

The following reports are required at the completion of each fiscal year of the engagement:

a. An auditor's opinion whether the general purpose financial statements present fairly the financial position and results of financial operations of the City in accordance with the generally accepted accounting principles for the state and local governments. This opinion is to be expressed on the financial statements at the combined level. The audit must also contain an auditor's opinion as to whether the supplemental schedule of Federal and State Financial Assistance presents fairly the actual grant data in relation to the general purpose financial statements.

b. An auditor's statement whether an internal control system exists to provide reasonable assurance that all funds are managed in compliance with applicable laws and regulations.

c. An auditor's statement on compliance with grants requirements Financial Fund Statements prepared under the financial reporting model as it relates to GASB 34 for the December 31, 2023, financial statements and beyond.

d. A management letter of comments and recommendations.

#### **V. Special Considerations:**

The auditor should detail in the proposal the extent and duration of their experience auditing Cities in New York State. The proposal should also include detail on the auditor's experience auditing any

cities, towns, or Cities in New York State that publish a Comprehensive Annual Financial Report (CAFR).

The City may prepare one or more official statements in connection with the sale of debt, which will contain the general purpose financial statements and the auditor's report thereon. If requested by the City or the City's financial advisor, bond counsel, or underwriter, the auditor shall be required to issue a "consent and citation of expertise" as the auditor and/or any necessary "comfort letters."

The auditor must, for the term of the contract, be thoroughly familiar with all current and emerging standards and guidance issued by the Governmental Accounting Standards Board (GASB), the Financial Accounting Standards Board (FASB), the American Institute of Certified Public Accountants (AICPA), and any Federal, State and local laws, rules and regulations affecting the City's accounting, auditing and/or financial reporting.

The proposer selected to perform the services herein is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of its rights, title or interest in the contract without the prior written consent of the City, and attempts to do so are null and void.

## **VI. Working Paper Retention & Access to Working Papers**

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years following the date of the auditor's report, unless the firm is notified in writing by the City of the need to extend the retention period.

The auditor will be required to make working papers available upon request to the City Treasurer; the Finance Director; any Federal or State agency, and auditors for entities where the City is a grant or aid recipient or sub-recipient.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

### **Proposed Engagement Calendar:**

In accordance with the City's Fiscal Year end based on the Calendar Year:

November of Prior Year    The firm will provide the City with a checklist of reports and schedules needed for their fieldwork. Said reports must have an associated online portal that the City can electronically provide files for (when applicable).

Late March                    The City will tentatively have all completed reports finished and uploaded into the online portal for auditor review. The auditors will have an in-person week designated to inspect all non-digital submissions and to perform their normal fieldwork duties. Dates and times are to be coordinated with the City Treasurer and Director of Finance.

April 30                        Preliminary audit (and single audit, if applicable) work should be performed in March and April, no later than April 20<sup>th</sup>, to allow assistance with NYS

Comptroller filing of AUD, due April 30<sup>th</sup> annually.

- Mid May                    A draft copy of the financial statements and management letter should be provided to the Director of Finance and Treasurer for review prior to presentation to the Audit Committee.
- Late June                    Presentation of the Audited Financial Statements, Single Audits and audit findings to the City Council.
- September 30<sup>th</sup> -            Filing of Single Audit and Audited Financial Statements on the Federal on-line warehouse.

The accounting firm shall conduct an annual audit planning meeting with the City Treasurer and Director of Finance prior to the beginning of each year's work (can be done over phone if requested by City). A presentation of the draft statements shall be provided by the auditors to the Audit Committee, and finally, a presentation of the statements and findings shall be made to the Common Council.

## **VII. Instructions to Proposers**

An original and one copy of the proposal and other required documents must be submitted in a sealed envelope clearly marked with the name of the proposal and the name and address of the accounting firm. If the proposal is sent through the mail, the sealed envelope shall be enclosed in a separate envelope with the notation " **Proposals for City of Lockport Auditing Services** " on the face thereof. Firms mailing proposals shall allow sufficient time for delivery. Proposals must be received no later than Friday, August 11 at 2 pm at the following address:

Sarah Lanzo, City Clerk  
City of Lockport  
One Locks Plaza  
Lockport, New York 14094  
(716) 439-6674  
[cityclerk@lockportny.gov](mailto:cityclerk@lockportny.gov)

Those submitting proposal do so entirely at their expense. The City will not reimburse any firm or individual for any costs incurred in preparing or submitting proposal, preparing or submitting additional information requested by the City, or for participating in any selection interviews.

Submission of a proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the proposal.

The City reserves the right to reject any or all proposals or any portions thereof and to negotiate with any one or more of the proposers, when it determines to do so is in the best interests of the City. The City reserves the right to waive any informality and to disregard all non-conforming, non-responsive, or conditional Proposals.

The City may, at any time by written notification to all firms, change any portion of this RFP.

Proposals will be examined and evaluated by the Mayor, Treasurer, Finance Director, and Audit Committee. A recommendation will be presented based on best value to the City Council for final approval and award.

Proposals may be modified or withdrawn at any time prior to the opening date and time by an appropriate document executed and submitted in the same manner as a proposals.

If within 24 hours after the proposals are opened, any firm files a written notice with the City demonstrating to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its proposal, that firm may withdraw its proposal. Thereafter, that firm will be disqualified from making a further proposal on the work contemplated by this RFP unless all the proposals are rejected and the process is begun anew.

Each Proposal shall state that it is a firm offer for a period of 90 days from the proposal opening date. After expiration of the firm-offer period, if no award has been made, a proposal may be withdrawn if the accounting firm does so in writing directed to the City of Lockport City Clerk; otherwise, proposals remain in effect consistent with the terms of this RFP.

During the evaluation of proposals, the City may require clarification of information or may ask the firms to make an oral presentation to amplify or confirm proposal contents.

All questions concerning this RFP shall be submitted in writing to the person designated below as the primary City contact. Questions received less than four days prior to the date of submission of proposals will not be answered. Only answers issued by written Addenda will be binding. Oral interpretations or clarifications will be without legal effect.

The City Treasurer and Finance Director will be the primary contacts for the City and all inquiries should be directed to:

Tim Russo, Finance Director  
City of Lockport  
One Locks Plaza  
Lockport, New York 14094  
(716) 439-6631  
[trusso@lockportny.gov](mailto:trusso@lockportny.gov)

Sue Mawhiney, City Treasurer  
City of Lockport  
One Locks Plaza  
Lockport, New York 14094  
(716) 439-6743  
[smawhiney@lockportny.gov](mailto:smawhiney@lockportny.gov)

All material submitted in response to this RFP will become the property of the City.

### **VIII. Proposal Requirements**

The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity and audit approach of the firm, and the particular staff to be assigned to this engagement, in conformity with the requirements of this RFP. The technical proposal should address all the points outlined in this RFP, excluding any cost information, which should only be included in the price proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities, qualifications and experience to satisfy the requirements



of this RFP. While additional data may be presented, the following items must be included, as they represent the criteria against which the proposal will be evaluated.

- A.** The firm must provide an affirmative statement that the firm and all assigned key professional staff are properly licensed to practice as certified public accountants in the State of New York.
- B.** The proposal must include a copy of the report on its most recent external quality control review, with a statement as to whether or not that quality control review included a review of specific government engagements.
- C.** The proposal must include information on the results of any Federal or State desk reviews or field reviews of its audits during the past five (5) years.
- D.** The proposal must include information on the circumstances and status of any criminal (felony or misdemeanor) or civil charges or disciplinary actions, taken or pending, against the firm or an owner, officer, or director of the firm (Appendix C).
- E.** The proposal must include a list of all offices of the firm located in the State of New York, and the identification of the office providing services. The proposal must identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists who would be assigned to the engagement, and indicate whether each such person is licensed to practice as a certified public accountant in New York State. The proposal must include information on the government auditing experience of each person with an emphasis on City government experience, including information on relevant continuing professional education for the past five (5) years and membership in professional organizations relevant to the performance of this audit. The City is particularly interested in the experience that the staff expected to be assigned to the audit has with New York local government clients. The proposal should 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. The proposal should indicate how the quality of staff over the term of the agreement will be assured.
- F.** Proposals must include a page that identifies key personnel who will be conducting the work. Key personnel shall be approved by the City Treasurer and Finance Director and will be reflected as a schedule in the successful proposer's contract. There shall be no change in key personnel without the express written prior permission of the City Treasurer and Finance Director, except for engagement partners, managers, and other supervisory staff and specialists who may be changed if those personnel leave the firm, are promoted, or are assigned to another office. In all other circumstances, key personnel may only be changed with the express prior written permission of City Treasurer and Finance Director. Any replacements should have the appropriate experience in auditing local governments in New York State. The City Treasurer and Finance Director shall have the right to approve or reject replacements.
- G.** The proposal must include a list of the firm's most significant engagements (maximum of five) conducted in the last five (5) years that are similar to the engagement described in this RFP. Experience of the proposed partners, supervisors and staff with New York State cities

is especially important. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name, telephone number and email address of the principal client contact that the City can contact as a reference. The proposal must also include a list of five (5) governmental clients in New York State, if different.

- H.** The proposal must 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 City's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems. Such items can be located on the City's Finance Department website (<https://lockportny.gov/departments/finance-department/>) and/or the Online Finance Data Portal (<https://lockportny.gov/lockports-open-financial-data-portal/>). In said work plan, please include the schedule of reports and materials required to be submitted by the City to the auditor's online portal as discussed in section VI. This list should include all materials whether they digitally available or not.
- I.** The firm must provide an affirmative statement that it is independent of the City. In addition, the successful proposer shall give the City written notice of any relationships entered into during the period of the agreement that would present a question concerning the independence of the firm.
- J.** 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 City written notice of any professional relationships entered into during the period of the agreement that would present a conflict of interest.
- K.** The firm should provide an affirmative statement that it is independent of the City of Lockport as defined by the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.
- L.** Additional services beyond the scope of the RFP shall be conducted only if set forth in a written addendum to the professional services agreement between City 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, and the IRS and GSA rates for mileage, lodging, meals and incidental expenses as noted above.

**IX. Fee Specification:**

- A.** Each proposer must submit a Fee Specification Form (as attached.)
- B.** The proposed price should contain all pricing information relative to performing the audit engagement as described in this request for proposals. The total all-inclusive maximum ("not to exceed") price to be proposed is to contain all direct and indirect costs, including but not limited to all out-of-pocket expenses. Each proposer must clearly state the fees to be charged to the City for the annual audit of all funds of the City for each fiscal year listed.

- C. The fee should cover follow up work and provide for advice and counsel to the staff throughout the term of the contract.
- D. The price proposal should include a schedule of professional fees and expenses, presented in the format provided in Appendix A that supports the total all-inclusive maximum (“not-to-exceed”)

## **X. Selection Criteria**

Proposals submitted will be evaluated by the Audit Committee, Mayor, City Treasurer and Director of Finance. The City reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether or not that proposal is selected.

### **A. Evaluation Criteria**

Proposals will be evaluated using three sets of criteria: mandatory elements, technical qualifications, and price. The City will evaluate only those proposals from firms meeting the mandatory elements criteria. Proposals from firms meeting the mandatory elements criteria will then be evaluated based on their technical qualifications and price. The City reserves the right to weigh evaluation criteria in any manner it deems appropriate.

#### **Mandatory Elements**

- The audit firm is independent and licensed to practice in New York State.
- The audit firm's professional personnel are current with all continuing professional education requirements.
- The firm has no conflict of interest with regard to any other work conducted by the firm for City.
- The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.
- The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.

#### **Technical Qualifications**

- The firm's past experience and performance on comparable government engagements.
- The firm's past experience with New York State local governments, especially with cities whose size and operations are similar to those of the City.
- 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 automated accounting systems.
- Experience with Federal and State financial aid and grants.
- Experience with GFOA's Certificate of Achievement for Excellence in Financial Reporting program.
- 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.

- Adequacy of analytical procedures.
- Adequacy of the audit plan in utilizing current technology formats.

### **Price**

- Price proposed must clearly indicate a total all-inclusive maximum (“not-to-exceed”) price, including but not limited to all direct and indirect costs and all out-of-pocket expenses. In accordance with Appendix A herein, the proposal must also include the hourly rate schedule for each of the various disciplines/titles performing work on the audit.

### **B. Oral Presentations, Questions and Clarifications Regarding Proposals**

The Mayor may require any proposer to make one or more oral presentations, answer any questions, and/or provide clarifications regarding their proposal.

### **C. Final Selection**

- The City Council will select a firm based upon the recommendation of the Mayor, City Treasurer, Finance Director, and Audit Committee.

### **D. Right to Reject Proposals**

Submission of a proposal indicates that the firm understands and will abide by the conditions contained in this RFP. The City reserves the right without prejudice to reject any or all proposals.

## **XI. Contract Terms and Conditions**

- A.** The City requires that the firm selected enter into the City’s standard Professional Services Agreement, which will embody the terms of this RFP, and that the firm provide the City with a standard engagement letter. If the firm selected does not execute an agreement within 30 days after being presented with one, the City reserves the right to award the auditing work to the next qualified firm.
- B.** The firm selected will not discriminate against any person in violation of any federal, state, or and local laws while conducting auditing services for the City.
- C.** The City shall furnish all information, data, reports, and records necessary for performing the audit, and the City shall cooperate with the firm in every way possible.
- D.** The firm shall not assign or transfer any interest in this agreement without the prior written consent of the City.
- E.** No reports, information, or data given to or prepared by the firm under this agreement shall be made available to any individual or organization by the firm without prior written approval of the City.

- F. All work received by or produced by the firm under this agreement shall be the property of the City without restriction or limitation upon its use.
- G. By signing the proposal, the proposer does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly in a manner contrary to the laws of the State of New York and the City of Lockport, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly, to any City official, officer, employee, or member of any City board or commission.

**XII. Indemnification and Insurance**

Upon execution of any contract between the proposer and the City, the proposer will be required to procure and maintain for the duration of the contract, insurance that will protect the successful proposer and the City from and against injury and damage that may arise from the performance of the work performed under the professional service agreement in the following minimum amounts:

General Liability Insurance	\$1 million / occurrence	\$2 million aggregate
Professional Liability Insurance	One million dollars (\$1,000,000) per occurrence	
NY State Workers' Compensation	Statutory Limits	
NY State Disability	Statutory Limits	

Insurance shall be placed with insurers licensed in New York State with an A.M. Best rating of no less than A-. The City of Lockport and its officials, officers, employees and volunteers shall be endorsed as an additional insured on the professional liability insurance policy. Prior to the commencement of the work hereunder, the successful proposer shall provide to the City certificates of insurance evidencing the above coverage, with said certificates to provide for thirty (30) days prior written notice to the City of any cancellation, suspension, or change to the coverage. The form and contents of the policies of insurance shall be subject to the approval of the City Attorney.

**XIII. City Assistance to the Accounting Firm**

The City will provide the accounting firm with the following assistance in the preparation of the required reports:

- A. Preparation of year-end individual fund balance, revenues and expenditures, debt, fixed assets, and draft worksheets/statements.
- B. Completion of all written confirmation documents.
- C. Production of appropriate records, and pulling and filing of additional, necessary records and documents.
- D. The City will also provide copies of official documents for inclusion in work papers (tax schedules, appropriations, cash reconciliation and debt reports).
- E. During the in-person fieldwork, reasonable workspace and access to internet.

**APPENDIX A**

**FEE SPECIFICATION SHEET FOR CITY OF LOCKPORT:**

Fee should be a flat annual rate and include all necessary expenses, including but not limited to: travel, clerical, administrative and overhead, report filing, and attendance on site, follow up work, advice and counsel to staff throughout term of contract.

2023 Assistance with AUD Filing, due 04/30 \$ \_\_\_\_\_

- Estimated 16 to 24 hours

2023 Single Audit Fee and Audited Financials \$ \_\_\_\_\_

2023 Rate for Additional Services: \$ \_\_\_\_\_

Describe:

2024 Assistance with AUD Filing, due 04/30 \$ \_\_\_\_\_

2024 Single Audit Fee and Audited Financials \$ \_\_\_\_\_

2024 Rate for Additional Services: \$ \_\_\_\_\_

Describe:

2025 Assistance with AUD Filing, due 04/30 \$ \_\_\_\_\_

2025 Single Audit Fee and Audited Financials \$ \_\_\_\_\_

2025 Rate for Additional Services: \$ \_\_\_\_\_

Describe:

**OPTIONAL YEARS:**

2026 Assistance with AUD Filing, due 04/30 \$ \_\_\_\_\_

2026 Single Audit Fee & Audited Financials \$ \_\_\_\_\_

2026 Rate for Additional Services: \$ \_\_\_\_\_

Describe:

2027 Assistance with AUD Filing, due 04/30 \$ \_\_\_\_\_

2027 Single Audit Fee and Audited Financials \$ \_\_\_\_\_

2027 Rate for Additional Services: \$ \_\_\_\_\_

Describe:

Personnel:	Hours	Hourly Rate	Total
Partners			
Managers			
Supervisors			
Staff			
Other			

## APPENDIX B: REQUIRED DISCLOSURE OF RELATIONSHIPS TO CITY

**Prior to execution of a contract by the City, a potential City contractor must complete, sign and return this form to the City**

**Contract Name and/or ID No.: Accounting and Audit Services**

**Name of Contractor:**

*(To be filled in by Contractor)*

**A.) Related Employees:**

Are any of the employees that you will use to carry out this contract with City of Lockport also an official, officer, employee, or member of any board or commission of the City, or the spouse, domestic partner, parent, mother-in-law, father-in-law, child, spouse of child, grandchild, brother, sister, or spouse or child of a brother or sister of such City official, officer, employee, board or commission member?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details.

**B.) Related Owners, Officers and Directors:**

Are any owners, officers, or directors of your firm also an official, officer, employee, or member of any board or commission of the City of Lockport, or the spouse, domestic partner, parent, mother-in-law, father-in-law, child, spouse of child, grandchild, brother, sister, or spouse or child of a brother or sister of such City official, officer, employee, board or commission member?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details.

**C.) Interest in Contract**

To answer the following question, the definition of the word "interest" shall mean a direct or indirect pecuniary or material benefit accruing to a City of Lockport official, officer, employee, or member of any board or commission of the City, or the spouse, domestic partner, parent, mother-in-law, father-in-law, child, spouse of child, grandchild, brother, sister, or spouse or child of a brother or sister of such City official, officer, employee, board or commission member, whether as the result of a contract with the City or otherwise.

For purposes of this question, a City of Lockport official, officer, employee, or member of any board or commission shall be deemed to have an "interest" in a firm or a subcontractor of a firm when the City official, officer, employee, board or commission member, or the spouse, domestic partner, parent, mother-in-law, father-in-law, child, spouse of child, grandchild, brother, sister, or spouse or child of a brother or sister of such City official, officer, employee, board or commission member:

- has a contract with the firm or a subcontractor of the firm; and/or,
- is an officer, director, member, or employee of the firm; and/or,
- is an officer, director, member, or employee of a subcontractor of the firm; and/or,
- owns more than five (5%) percent of the outstanding capital stock of the firm or a subcontractor of the firm.

Does any City official, officer, employee, board or commission member, or the spouse, domestic partner, parent, mother-in-law, father-in-law, child, spouse of child, grandchild, brother, sister, or spouse or child of a brother or sister of any City official, officer, employee, board or commission member have an interest in the firm or in any subcontractor that will be used by the firm for this contract?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details .

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Proposer Signature

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Printed Proposer Name and Title

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**APPENDIX C: REQUIRED DISCLOSURE OF CRIMINAL, CIVIL, OR  
DISCIPLINARY ACTIONS**

**Prior to execution of a contract by the City, a potential City contractor must complete, sign and return this form to the City**

**Contract Name and/or ID No.: Accounting and Audit Services**

**Name of Contractor:**

*(To be filled in by Contractor)*

Has your firm or any owner, officer, or director of your firm ever been found guilty or pleaded guilty, no contest or nolo contendere to a felony or misdemeanor crime in any court?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details.

Has your firm or any owner, officer, or director of your firm ever been found guilty or pleaded guilty, no contest or nolo contendere to any civil action in any court?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details.

Has any licensing or disciplinary authority ever refused to issue a license or ever revoked, annulled, cancelled, accepted surrender of, suspended, placed on probation, refused to renew a professional license or certificate, or ever fined, censured, reprimanded or otherwise disciplined your firm or any owner, officer, or director of your firm?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details.

Are any criminal or civil charges or disciplinary actions pending against your firm, or any owner, officer or director of your firm at this time?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details.

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Proposer Signature

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Printed Proposer Name and Title

---

Date

APPENDIX D - NON COLLUSION STATEMENT  
GENERAL MUNICIPAL LAW SECTION 103-d

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

- 1) The prices in this proposal have been arrived at independently without collusion, consultation, communications oral agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to opening, directly or indirectly, to any other Vendor or to any competitor; and
- 3) No attempt has been made or will be made by the Vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

\_\_\_\_\_  
FIRM

\_\_\_\_\_  
BY

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE