

New Hartford Central School District

Request for Proposals

Independent External Audit Services for Fiscal Years Ending June 30, 2026, June 30, 2027 and June 30, 2028 (with Possible Extension for Two Additional Fiscal Years Ending June 30, 2029 and June 30, 2030)

Notice is hereby given that the New Hartford Central School District is Seeking Proposals for Independent External Audit Services.

In accordance with applicable law and the District's policies and procedures, contracts for professional services requiring special skill or training are not subject to competitive bidding requirements of Section 103 of General Municipal Law.

Sealed proposals will be received in their final form no later than:
March 20, 2026 at 10:00 a.m. in the Business Office, 29 Oxford Road,
New Hartford, New York 13413

For further information, please contact:

Joseph Barretta, Assistant Superintendent for Business Affairs
New Hartford Central School District
29 Oxford Road
New Hartford, New York 13413
(315) 624-1202

TENTATIVE SCHEDULE

<u>Event:</u>	<u>Dates:</u>
RFP Documents Released:	February 11, 2026
Advertisement Begins:	February 11, 2026
RFP Due-Date:	March 20, 2026
RFP Evaluation:	March 20 – April 21, 2026
Consideration for Board Approval:	April 21, 2026
Potential Award Date:	April 21, 2026

1. **Purpose**

This Request for Proposal is for the purpose of selecting a qualified and experienced audit firm to audit its financial statements for the fiscal years ending June 30, 2026, 2027 and 2028. The District reserves the right in its sole discretion to renew the term of the contract for up to two (2) additional fiscal years upon approval of the Board of Education. This request for proposal seeks information from the audit firm regarding any special audits or management services requested by the District during the anticipated three-year engagement.

2. **Description of the District**

The District, located in Oneida County has a current enrollment of 2,537 students in grades K through 12. The District currently employs approximately 412 staff consisting of 254 teachers, 133 non-instructional employees, 15 administrators and 10 confidential employees.

The District is comprised of a seven-member Board of Education that serves five-year terms. The District management includes: Joseph D'Apice, Superintendent of Schools, Allen Hyde, Assistant Superintendent for Curriculum and Instruction and Joseph Barretta, Assistant Superintendent for Business Affairs.

The District operates its own student transportation program. Oneida – Herkimer – Madison (OHM) BOCES operates the District's food service program. The Business Office staff consists of the Assistant Superintendent for Business Affairs, Confidential Secretary, Treasurer, Accounts Payable Clerk, Payroll Clerk and Personnel Clerk. The District contracts with Questar BOCES to perform the internal audit function.

Prior audit reports and financial statements are available for inspection in the District business office. An electronic copy may be requested by emailing the Assistant Superintendent for Business Affairs at jbarretta@nhart.org.

3. General Information

The District’s General Fund Annual expense and statistical information is shown below.

<u>School District</u>	<u>General Fund Budget 25/26</u>	<u>Capital Fund Budget 25/26</u>	<u>School Lunch Budget 25/26</u>	<u>Federal Fund Budget 25/26</u>	<u>Extra Classroom Accounts</u>	<u>Extra Classroom Funds</u>
New Hartford CSD	\$ 67,724,281	\$ 12,500,000	\$ 200,000	\$ 950,000	48	\$ 102,953

4. Proposal Submission

The delivery of the proposal shall include one (1) original and five (5) copies of the proposal submitted to the New Hartford Central School District Business Office, Attention: Joseph Barretta, Assistant Superintendent for Business Affairs, 29 Oxford Road, New Hartford, New York 13413, on or before March 20, 2026 at 10:00 am. All proposals shall be typed and placed in a sealed envelope clearly labeled “Confidential-Do Not Open-School District Independent External Audit Services Proposal”. Any proposal not submitted by this time and date will be automatically disqualified from the consideration process. Facsimiles are not acceptable.

All proposal respondents will be responsible for the costs associated with the preparation of the requested proposals, and the New Hartford Central School District will in no way be held liable for these costs. The New Hartford Central School District and Board of Education are the sole judge of the value and merit of the proposals and reserves the right to reject any or all proposals.

5. Contacts for the New Hartford Central School District

The New Hartford Central School District official contact for all correspondence, inquiries, and submissions related to this RFP is Joseph Barretta, Assistant Superintendent for Business Affairs. The telephone number is 315-624-1288. The mailing address and physical address is: 29 Oxford Road, New Hartford, New York 13413. Office hours are from 8:00 A.M. to 4:00 P.M., Monday through Friday.

To the extent possible, all questions concerning this RFP should be submitted in writing to the attention of Joseph Barretta at the address shown above, citing to a particular RFP section.

6. Term of Engagement

A three (3) year contract is contemplated subject to annual review and approval by the Board of Education. It is anticipated that the current engagement period will commence July 1, 2026 or

from the date the successful firm is approved by the Board of Education if subsequent to this date, and continue through June 30, 2028. The District reserves the right in its sole discretion, upon written notice to the successful proposer, to renew this contract from July 1st to June 30th of each subsequent year for up to two (2) years upon approval of the Board of Education.

The contract may be terminated by either party upon thirty (30) days written notice to the other party or as otherwise set forth in a contract between parties. Upon such termination, the firm shall be paid for all work performed in accordance with this contract through the date of termination. It shall not be entitled to any additional payments, whether on account of lost profits or otherwise.

No assignment or subcontracting of the work to be performed under the terms of this RFP will be allowed without the express prior written consent of the District.

7. Scope of Services

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

- Generally accepted auditing standards
- Government Auditing Standards
- Applicable standards promulgated by the New York State Comptroller
- Applicable regulations of the Commissioner of Education
- Applicable regulations of the federal government regarding federal funds
- Applicable regulations pertaining to GAAP and GASB
- Board of Education Policy and Procedures

Special audits or management services shall be performed in accordance with specific guidelines from the Superintendent or his/her designee.

The minimum audit reporting requirements are as follows:

- The minimum audit schedules for a New York State public school district as issued by the New York State Education Department.
- An audit opinion with accompanying financial statements and notes for all funds and account groups of a New York State public school district.
- An audit opinion with accompanying financial statements and notes for the Extra Classroom Activity Funds.
- An audit opinion with accompanying financial statements and notes for Single Audit programs.
- 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 exit interview with the Superintendent and Assistant Superintendent for Business Affairs.
- Annual presentation of the above to the District's Audit Committee and/or Board of Education at a regularly scheduled public meeting.

Interim fieldwork shall be performed at a mutually agreed upon time over the course of the year. The objective of the interim fieldwork is to test existing internal control procedures to such an extent that the independent auditor can place reliance on the district's internal controls in developing their judgement on the final statements. The procedures used will include tests of 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 Assistant Superintendent for Business Affairs to discuss the required supporting documentation.

The District will provide the independent auditors with the basic information required for the audit. The independent auditor will advise all parties about appropriate accounting principles and their application and will assist if needed in the preparation of the required financial statement.

Final field work shall begin no later than the 3rd Monday in August or sooner, if mutually agreed upon by all parties. The October filing deadline established by the State Education Department for the submission of reports must be met unless otherwise mutually agreed upon. The reports and supporting documentation must be submitted to the Board of Education at their September meeting.

Review of drafts of all reports, management letters and auditor's opinion will occur prior to final preparation and submission, and report to the Board of Education. All working papers associated with the engagement shall be retained for a minimum of three years from the date of the audit report or the duration required by the LGS-1 Retention and Disposition Schedule for New York Local Government Records, whichever is greater. Further, all such working papers shall be available for examination by authorized representatives of cognizant agencies, the District and subsequent independent auditors.

8. Proposals

All proposals must state and/or include responses to the following specifications:

- A. Provide a letter containing the prospective auditor's understanding of the work to be performed and a commitment to meet required timelines.
- B. Provide a scheduled fee for requested services. This fee should be a flat annual rate and include necessary expenses. The fee should also cover follow up work, rectifying deficiencies with any cognizant agencies, and providing advice and counsel to staff throughout the term of the contract. Each proposal will also state the basis on which special audit or management or services fees will be billed.
- C. Proposals should detail the size of the firm, location of the primary office from which the work on this engagement is to be performed, and the firm's/individual's experience

in School District Auditing including names and resumes of personnel to be assigned to the District, including the partner(s) in charge. 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.

- D. Provide information concerning the approach to the audit, e.g. the planned use of audit programs, the organization and composition of the audit team, the type of Management Letter used and the statistical sampling methods used.
- E. A minimum of five (5) school district/BOCES client references, which the firm has worked with in the past (3) three years including contact name, address and telephone number. The District may contact these references to determine the quality of work performed and personnel assigned to those projects.
- F. Provide a description of any regulatory action taken within the last five (5) years by an oversight body, such as the State Education Department, Internal Revenue Service, against the firm or staff members.
- G. Identify the nature of any potential conflict of interest the individual or firm might have in providing these services to the District.
- H. 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.
- I. Complete Appendix B – Vendor Identification form.

9. Board of Education Process

THE BOARD OF EDUCATION RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS OR ANY PARTS OF PROPOSALS.

The original copy of all proposals received will be kept on file in the Business Office.

Proposals will be evaluated by members of the Board of Education, Superintendent and Assistant Superintendent for Business Affairs. During the evaluation process, the New Hartford Central School District reserves the right, where it may serve the District's best interest, to request additional information or clarifications from those contractors submitting proposals.

It is anticipated that the selection of a firm will be completed by April 21, 2026. Following the notification of the selected firm, a contract will be executed between both parties as soon as possible thereafter.

The Board and members of the selection committee may, at their discretion ask for a brief presentation and meeting with the firms principal partners and personnel who would be assigned to the District.

10. Criteria for Selection

The selection process will include, but not be limited to evaluation in the following areas:

- A. Suitability of the firm for the District’s needs
- B. Prior school district audit experience
- C. Reasonableness of fee structure
- D. Qualifications and experience of key personnel
- E. Clarity of the firm’s proposal
- F. The firm’s past performance meeting deadlines
- G. References
- H. Compliance with Request for Proposal submission requirements

11. Right to Reject Requests for Proposal

The District reserves the right to reject without prejudice any and all quotations received under this Request for Proposal, to request additional information from all proposers, and to negotiate with one or more of the finalists regarding the terms of the engagement. The District intends to select the individual or firm that, in its opinion, best meets the District’s needs, and not necessarily the firm whose fees are the lowest.

12. 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 District. All material submitted becomes the property of the District and may be returned or retained at the District’s discretion. Submitted proposals may be reviewed and evaluated by any person, other than one associated with a competing applicant, as designated by the District. The District reserves the right to use any and all ideas presented in any response to the RFP.

13. Notification of Award

Following evaluation and selection of a successful applicant, all applicants will be notified in writing of the acceptance or rejection of their proposals.

14. Indemnification

The successful proposer agrees to indemnify, defend and hold harmless the School District from all suits, claims, and liability for injury or damage to persons or property resulting from or arising out of any activity in connection with the work performed under the terms of this RFP

by the successful proposer or its agents, employees or designees except for injuries or damage caused by or contributed to the negligence of the School District.

15. Insurance

Applicants shall submit to the District, as a condition precedent to their final selection, certificates of insurance for the following:

- **Workers' Compensation** as required by New York State Law for all employees and required subcontractors.
- **Professional Liability** (Malpractice/Errors-Omission) - Minimum of \$1,000,000
- **Disability Insurance** as required by New York State Law for all employees and required subcontractors.

The required insurance shall name the New Hartford Central School District as a named insured. The required insurance shall be issued by a company authorized to write insurance in New York State. Insurance policies shall state thirty (30) days notice prior to any material change, cancellation or non-renewal; of the responsible insurance.

16. General Conditions

A. Format for Required Information:

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 Proposal, may be considered non-responsive.

B. Request for Supplemental Information:

During the evaluation period, applicants may be requested 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.

C. Notification of Award:

After evaluation and selection of the successful applicant, all applicants will be notified of the acceptance or rejection of their proposals.

D. 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 School District. All material

submitted becomes the property of the School District and may be returned or retained at the School District's discretion. Submitted proposals may be reviewed and evaluated by any person, other than one associated with a competing applicant, as designated by the School District. The School District 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. If a vendor believes that any information in its proposal constitutes a trade secret and wishes such information not be disclosed if requested by a member of the public pursuant to the State Freedom of Information Law, Article 6 of the Public Officers Law, the vendor shall submit with its proposal a letter specially identifying the page number, line or other appropriate designation that information which is a trade secret and explain in detail why such information is a trade secret. Failure by a vendor to submit such a letter with its proposal identifying trade secrets shall constitute a waiver by the applicant of any rights it may have under Section 89 (Subdivision 5) of the Public Officers Law relating to protection of trade secrets.

E. 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 Proposer. The agreement resulting from this RFP shall be governed by and construed under the laws of the State of New York, and shall be in substantially the same form as that enclosed hereto as Appendix A.

F. Confidentiality

The successful proposer acknowledges that any and all information, records, files, documents or reports provided to the successful proposer by the School District shall be considered confidential and shall be handled accordingly at all times. It shall be the successful proposer's responsibility to protect and insure all portions of the School District's materials and records in its possession. Neither the successful proposer nor any of its employees, contractors, agents or volunteers shall at any time be permitted to utilize such confidential information for any purpose outside the scope of this agreement without the expressed prior written authorization of the School District Board of Education. Any breach of this confidentiality by the successful proposer or any of its employees, agents or volunteers may result in the immediate termination of any resulting agreement by the School District.

APPENDIX A

AGREEMENT FOR INDEPENDENT AUDITOR SERVICES

WHEREAS, the New Hartford Central School District (the “SCHOOL DISTRICT”) issued a Request for Proposals for Independent Auditor Services on February 11, 2026; and

WHEREAS, _____ (the “Firm”) submitted a Proposal to the SCHOOL DISTRICT in response to the RFP dated February 11, 2026; and

WHEREAS, the SCHOOL DISTRICT selected the Firm as its provider of Independent Auditor Services;

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration the sufficiency of which is hereby acknowledged by both parties, the SCHOOL DISTRICT and the Firm agree as follows.

AGREEMENT

1. **PARTIES AND TERM:** This Agreement for Independent Auditor Services is made by and between the SCHOOL DISTRICT and the Firm (collectively “the parties”). This term of this Agreement will commence July 1, 2026, and continue through June 30, 2028. The SCHOOL DISTRICT reserves the right in its sole discretion, upon written notice to the Firm, to renew this Agreement from July 1st to June 30th of each subsequent year for up to two (2) years upon approval of the Board of Education. Either party shall have the option to cancel the engagement as set forth in paragraph 8. Any extension of the Agreement shall be memorialized in an addendum to this Agreement, or a separate agreement.
2. **RESPONSIBILITIES OF THE FIRM:**
 - a. **RFP.** The terms of the Request for Proposals for Independent Auditor Services issued by the SCHOOL DISTRICT on February 11, 2026 (hereinafter “RFP”) are incorporated herein by reference.
 - b. **Competence.** The Firm represents and warrants that it, and its employees assigned to work on services performed under this Agreement, possess the qualifications and experience set forth in the Firm’s proposal.
 - c. **Scope of Work to be Performed.** The Firm shall be responsible for completing any additional duties set forth in the RFP. In addition, the Firm will express an opinion on the fair presentation of the SCHOOL DISTRICT financial statements in conformity with generally accepted accounting principles. The Firm is to express an opinion on the fair presentation of the SCHOOL DISTRICT’ Extraclassroom activity funds in conformity with another comprehensive basis of accounting (cash basis). The Firm shall audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial

statements, of the SCHOOL DISTRICT each fiscal year during the term. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the SCHOOL DISTRICT' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. The Firm shall apply certain procedures to the SCHOOL DISTRICT RSI in accordance with auditing standards generally accepted in the United States of America. These procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to the Firm's inquiries, the basic financial statements, and other knowledge the Firm obtained during its audit of the basic financial statements. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis.
- Schedule of Funding Progress of the Other Postemployment Benefits.
- Schedule of Revenues, Expenditures, and Changes in Fund Balance Budget and Actual- General Fund.
- Schedule of SCHOOL DISTRICT Contributions.
- Schedules of the SCHOOL DISTRICT Proportionate Share of the Net Pension Liability.

The Firm shall also report on supplementary information other than RSI that accompanies the SCHOOL DISTRICT' financial statements. The Firm will subject the following supplementary information to the auditing procedures applied in its audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- Schedule of Expenditures of Federal Awards.
- Schedule of Change from Original Budget to Revised Budget and Section 1318 of Real Property Tax Law Limit Calculation.
- Schedule of Project Expenditures - Capital Projects Fund.
- Net Investments in Capital Assets.

d. Auditing Standards to be Followed. The audit shall be performed in accordance with:

- 1) Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants;
- 2) Applicable standards promulgated by the Comptroller of the State of New York;
- 3) Applicable Regulations of the Commissioner of Education;
- 4) Applicable Regulations of the Federal Government as defined in OMB Circular A-133 and supplements;
- 5) Applicable standards issued by the Comptroller General of the United States; and
- 6) Applicable statements issued by the Governmental Accounting Standards Board (GASB).

Special audits or management services shall be performed in accordance with specific guidelines from the Superintendent, or his/her designee. From time-to-time, over the course of the year, the Firm shall be expected to provide input and advice to SCHOOL DISTRICT personnel on proper accounting procedures for specific items as they relate to ensuring the accounts are properly prepared for full audit and compliance with all applicable laws and regulations. This advice should include five hours annually, minimum.

e. **Reports to be Issued.** Following the completion of the audit of the fiscal year's financial statements, the Firm shall issue:

- 1) The minimum audit schedules for a SCHOOL DISTRICT as issued by the New York State Education Department;
- 2) An audit opinion with accompanying SCHOOL DISTRICT-wide and fund financial statements and notes for all funds and account groups of the SCHOOL DISTRICT;
- 3) An audit opinion with accompanying financial statements and notes for Extraclassroom Activity Funds;
- 4) An audit opinion with accompanying financial statements and notes for Single Audit programs; and
- 5) A management letter that includes a summation statement of audit findings, a description of any material weaknesses in internal controls, and recommendations for financial management improvements.

A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the SCHOOL DISTRICT ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements. Non-reportable conditions discovered by the auditors shall be verbally reported to management.

f. **Reporting to the Board of Education.** The Firm shall conduct an annual presentation of the reports referenced herein, to the SCHOOL DISTRICT Board of Education at a regularly scheduled public meeting, normally in September of each year. This shall include preparation of sufficient copies of the audit report for each board member and the Superintendent (including management letter), and for submission to state and federal agencies as required by law or regulation, with five additional copies available for continuing disclosure purposes (minimum 18 total, 10 of which shall contain the management letter).

g. **Special Considerations**

- 1) **Interim Fieldwork.** Interim fieldwork may be performed at a mutually agreed upon time during the month of May and June each year. The objective of interim fieldwork is to become familiar with the various accounts, to test for internal controls, and to pose questions or concerns prior to the production of final year-end statements. Prior to any desired interim fieldwork, the Firm shall meet with the Business Manager to discuss any required supporting documentation.
- 2) **Reports and Filing Requirements.** SCHOOL DISTRICT personnel will be provided drafts of all reports, management letters, and Firm opinions prior to final preparation and submission. Draft statements shall be provided within one (1) week of completion of the formal audit to assist SCHOOL DISTRICT personnel in completion of the Management Discussion and Analysis of the report. The October 15 filing deadline established in law must be met unless otherwise mutually agreed upon. The final report to the Board of Education must occur by the first meeting in November. Copies of the final audit report shall be provided to the SCHOOL DISTRICT Clerk no later than the Friday before the meeting.
- 3) **Working Papers Retention.** All working papers associated with this Agreement shall be retained for a minimum of seven years (7) from the date of the audit, or for any additional period requested by the New York State Office of the State Comptroller, the New York State Education Department or its designee, a State or federal agency providing direct or indirect funding. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies)

contesting the audit finding for guidance prior to destroying the audit documentation. Further, all such working papers shall be available for examination by authorized representatives of cognizant agencies, the Board of Education, and subsequent independent auditors.

- 4) Report Preparation. Report preparation, editing and printing shall be the responsibility of the auditor.

3. RESPONSIBILITIES OF THE SCHOOL DISTRICT:

- a. The SCHOOL DISTRICT will provide the Firm with the basic information required for an audit. The Business and Finance Office and responsible management personnel will be available during the audit to assist the Firm by providing information, documentation and explanations.
 - b. Personnel will be available to provide systems documentation and explanations. The Firm will be provided computer time and access to the SCHOOL DISTRICT computer hardware and software on mutually agreed terms.
 - c. The staff of the SCHOOL DISTRICT will prepare those schedules for the Firm as mutually agreed to.
 - d. The SCHOOL DISTRICT will provide the Firm with reasonable work space, desks and chairs. The Firm will also be provided with access to telephone lines, photocopying facilities and fax machines for SCHOOL DISTRICT-related business use only.
 - e. The Superintendent of Schools, or his or her designee, shall be responsible for the overall supervision of this Agreement.
- 4. CONFIDENTIALITY:** By the nature of the services it renders to the SCHOOL DISTRICT, the Firm will acquire knowledge of sensitive information regarding SCHOOL DISTRICT operations, employees, and students. Such information is confidential and not subject to disclosure by the SCHOOL DISTRICT under the Freedom of Information Law. The use of such information to the advantage of the Firm or its employees, agents, or representatives, or the disclosure of such information to third parties is prohibited.
- 5. MUTUAL INDEMNIFICATION:** Each party (for purposes of this Paragraph 5, the party of the first part shall be referred to as the “Indemnifying Party”) shall indemnify, defend and hold harmless the other party (for purposes of this Paragraph 5, the party of the second part shall be referred to as the “Indemnified Party”) from and against: (a) any and all liability arising out of the Indemnifying Party’s failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent operations, acts, or omissions of the Indemnifying Party; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Indemnified Party in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any

deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage.

6. **RELATIONSHIP BETWEEN THE PARTIES:** The Firm and the SCHOOL DISTRICT shall act at all times under this Agreement as independent contractors. Nothing in this Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the purposes expressed in this Agreement. Each party shall be and remain responsible for all hiring and firing decisions relating to its personnel and for all costs associated with its personnel, including but not limited to salaries, wages, other compensation, taxes, tax withholding and fringe benefits (if any).
7. **PAYMENT:** TO BE DETERMINED.
8. **TERMINATION:** Each party shall have the option to cancel the engagement, provided that thirty (30) days' written notice is given to the other party.
9. **NOTICES.** All notices provided under this Agreement must be in writing at the following addresses:

To the School District:

District Superintendent
New Hartford Central School District
33 Oxford Road
New Hartford, New York 13413

To the Firm:

Name
Address

10. **ENTIRE AGREEMENT.** This Agreement contains and embraces the entire agreement between the parties, and it or any part of it may not be changed, altered, modified, limited, terminated or extended orally or by any agreement between the parties unless such agreement be expressed in writing, signed and acknowledged by the parties hereto, their legal representatives, successors or assigns.
11. **BOARD APPROVAL.** This Agreement is subject to approval by the SCHOOL DISTRICT Board of Education.
12. **GOVERNING LAW:** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New York without reference to the principles of conflict of laws thereof, if any, that would operate to defeat the application of New York law.

13. VENUE: All disputes which arise in connection with, or are related to this Agreement or any claimed breach thereof, shall be resolved, if not sooner settled, by litigation only in Oneida County, New York State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute) and not elsewhere, subject only to the authority of the Court in question to order changes of venue.

14. INSURANCE: Firm shall furnish a certificate of insurance prior to execution of the Agreement evidencing the following insurance coverage:

- Workers' Compensation as required by New York State Law for all employees and required subcontractors.
- Professional Liability (Malpractice/Errors-Omission) - Minimum of \$1,000,000
- Disability Insurance as required by New York State Law for all employees and required subcontractors.

The required insurance shall name the New Hartford Central School District as a named insured. The required insurance shall be issued by a company authorized to write insurance in New York State. Insurance policies shall state thirty (30) days notice prior to any material change, cancellation or non-renewal; of the responsible insurance.

The undersigned hereby declare that they have read the foregoing Agreement and any and all other materials submitted in connection with the same, and agree to abide by the requirements therein.

For the SCHOOL DISTRICT:

For the Firm:

Name: _____
Title: _____

Name: _____
Title: _____

Date: _____

Date: _____

Date approved by the Board of Education:

_____, 2026

Appendix B

VENDOR IDENTIFICATION

Name of Organization _____
 Address of Organization: _____

Contact Person and Title _____
 Phone: (____) _____

Are you incorporated: () Yes () No

a) If yes, in what State are you incorporated? _____

b) If you are not incorporated in New York State, are you authorized to do business in New York? _____

If you are not incorporated, please check the appropriate line below:

- _____ Partnership
- _____ Sole Proprietorship
- _____ Unincorporated Association
- _____ Other (please specify) _____

	Firmwide Totals	Responsible Office
No. of Shareholders		
No. of Principals		
No. of Managers		
No. of Seniors		
No. of Staff		
No. of Support Staff		
Accounting Firm is:	Local <input type="checkbox"/> Regional <input type="checkbox"/> National <input type="checkbox"/>	

