



REQUEST FOR PROPOSALS SOLICITATION NO. PCSB-2023-02

AGENCY: District of Columbia Public Charter School Board

SOLICITATION: Financial Audits for DC Public Charter Schools

CLOSING DATE: August 15, 2023

CLOSING TIME: 3:00 pm EST

CONTACT: Mike Bayuk, Director of Finance, DC PCSB,
202-328-2742, RFP-Auditors@dcpcsb.org

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD
SOLICITATION, OFFER, AND AWARD

ISSUED BY: DC Public Charter School Board 3333 14th Street, NW Suite 210 Washington DC 20010 Phone: 202-328-2660	DATE ISSUED: July 17, 2023 OPENING DATES: July 17, 2023 CLOSING DATES: August 15, 2023
SOLICIATION TITLE: Financial Audits for DC Public Charter Schools	OFFER/PROPOSAL FOR: Certified Public Accountants (firms)

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OFFER (TO BE COMPLETED BY OFFEROR) Note: In this solicitation, "Offer" and "Offeror" mean "Proposal" and "Proposer."

The undersigned offers and agrees that, with respect to all terms and conditions by DC PCSB of the District of Columbia under "AWARD" below, this offer, and the provisions of the RFP/RFP will constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

OFFEROR: Organization: Street: City, State, and Zip: Telephone No.: Fax No.: Email address:	Name & Title of Person Authorized to Sign Offer: SIGNATURE: Date:
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AWARD (To be completed by the District of Columbia Public Charter School Board)

Award Amount:	\$
ACCEPTED AS TO THE FOLLOWING TERMS:	

For District of Columbia Public Charter School Board:
Executive Director _____

Contracting Officer: _____

DATE:

SECTION A: SOLICITATION/CONTRACT FORM

A.1 OVERVIEW

A.1.1 Request for Proposals Solicitation No.: PCSB-2023-02

A.1.2 Caption: Financial Audits for DC Public Charter Schools

A.1.3 Issuance Date: July 17, 2023

A.1.4 Closing Date: August 15, 2023

A.1.5 Description:

The District of Columbia Public Charter School Board (DC PCSB) seeks proposals from independent certified public accountants or accounting firms to be selected for an Approved Auditor List (AAL). Pursuant to the DC School Reform Act (SRA), *D.C. Code 38-1802.04(11)(B)(ix)(2001) as amended*, each DC public charter school (PCS) is accountable for its use of public and private funding through an annual audit conducted in accordance with Generally Accepted Auditing Standards. The SRA further requires that each PCS' annual financial audit be performed by an auditor on an approved list developed by a committee (the Auditor Review Committee) consisting of representatives from DC PCSB, the Office of the State Superintendent of Education (OSSE), and the District of Columbia Office of the Chief Financial Officer (OCFO). As such, each PCS will be required to select an auditor from the AAL to fulfill its requirement of an annual financial compliance audit for fiscal year 2024.

Background:

DC PCSB was authorized pursuant to the District of Columbia School Reform Act of 1995, D.C. Code §§ 38-101 et seq., to grant charters to establish public charter schools in the District of Columbia. DC PCSB is responsible for receiving and reviewing applications to develop public charter schools; awarding or denying requests for charters; monitoring the operations of public charter schools and the progress of their students; monitoring schools' compliance with applicable laws; and revoking or not renewing the charters of schools that fail to meet their goals, or revoking charters of schools that contravene applicable laws.

Public Charter schools operate independently of the District of Columbia Public School system, except as otherwise provided by law. In exchange for significant operating autonomy, public charter schools are accountable for the performance of their students as measured by the specific educational goals they set.

The Proposal should be prepared according to the instructions listed below.

A.2 PROPOSAL SUBMISSION REQUIREMENTS

A.2.1 Each proposal shall be submitted electronically in PDF format. The file name should be: "Proposal for Solicitation no. PCSB-2023-02, Financial Audits for DC Public Charter Schools.

A.2.3 All proposals must be submitted on 8.5" x 11" and typewritten. Proposals must be letter-sized with 1" margins, double-spaced. There is no page limit. Telephonic and telegraphic bids **will not** be accepted.

A.3 DELIVERY OF PROPOSAL

Deliver to: Mike Bayuk, Director of Finance, DC PCSB,
RFP-Auditors@dcpcsb.org.

A.4 PROPOSAL SUBMISSION DATE

The closing date for receipt of Proposals is August 15, 2023 at 3:00 pm (EST).

A.5 CONTRACT TYPE

To ensure that notice of the opportunity to apply for inclusion on the AAL is widely distributed, DC PCSB and the ARC are utilizing the RFP process to solicit proposals. However, this request is not for DC government procurement and therefore is not considered an RFP pursuant to DC Code § 2 – 354.03.

This contract does not establish a financial relationship between DC PCSB and the Offeror. Instead, by being approved to join the Approved Auditor List, the Offeror is eligible to conduct financial audits of the DC public charter schools.

Auditors are being selected to be on an AAL, from which each PCS will select an auditor of its choosing. The specific terms of an audit engagement will be decided by a charter school's Board of Trustees and an approved auditor, provided that those terms meet the minimum standards for audits of DC charter schools. The Board of Trustees of each PCS shall negotiate the costs of the audit it engages a firm to conduct.

A.6 CONTRACT TERM

The Offeror will be included on the AAL for one fiscal year.

A.7 QUESTIONS

- A.7.1 If an Offeror has any questions relative to this solicitation, the proposer shall submit the questions in writing to Mike Bayuk, via email at RFP-Auditors@dcpcsb.org. The prospective Offeror shall submit questions no later than 3:00 pm August 15, 2023. DC PCSB will not consider any questions received after the time and date specified here. DC PCSB will furnish responses promptly to all prospective proposers. An amendment to the solicitation will be issued, if that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any prospective proposers. Oral explanations or instructions given before the award of the contract will not be binding.

*** End of Section A ***

SECTION B: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/DELIVERABLES

B.1 PURPOSE

The purpose of this Request for Proposal (RFP) is to select financial auditors for inclusion on the Approved Auditor List (AAL). DC public charter schools are required to undergo a financial audit each year of academic operation, conducted by an auditor from the AAL.

B.2 DESCRIPTION OF THE PROJECT

Audits of DC public charter schools performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) and Generally Accepted Accounting Principles (GAAP) for not-for-profit organizations and in compliance with DC PCSB's Guidelines for Audited Financial Statements.

B.3 APPLICABLE DOCUMENTS

<u>Document Title</u>	<u>Website Link</u>
FY 2024 Audit Guidelines	Audit Guidelines for DC PCSB FY24.pdf
Fiscal Year 2021 Financial Analysis Report: DC PCSB's report on public charter schools' finances, based on data from audited financial statements	Fiscal Year 2021 Financial Analysis Report
School Budgets, Fiscal Audits, and 990s	www.dcpsb.org/report/school-budgets-fiscal-audits-and-990s

B.4 PROPOSAL REQUIREMENTS

B.4.1 Affirmation of eligibility.

The Offeror must provide all the affirmations listed in the FY 2024 Audit Guidelines.

B.4.2 Offeror's Background

The Offeror shall provide its firm's history, years in business, philosophy or core values, number of employees, location, contact information, professional memberships and certifications, and awards and recognitions. The Offeror shall detail the services it provides to clients and identify those that are routinely subcontracted.

B.4.3 Knowledge and Experience

The Offeror shall have prior experience completing projects of a similar nature. The Offeror shall elaborate on its experience in conducting audits of non-profit organizations as well as the application of Uniform Guidance requirements for expenditures of Federal funds.

B.4.4 Format for Technical Proposal

Proposals must be on letter-sized with 1" margins, double-spaced. There is no page limit.

B.4.5 Subcontractors

The Offeror may not use Subcontractors.

B.5 EVALUATION OF PROPOSALS AND BASIS FOR AWARD

B.5.1 Evaluation of Offeror Proposals

The evaluation of proposals received in response to this RFP will be conducted comprehensively, fairly, and impartially. The ARC shall consider all offerors who apply for inclusion on the AAL who affirm their eligibility. While the selection of audit firms to be included on the AAL is not intended to be a competitive process, the ARC reserves the right to select and exclude any firm from the AAL based on its evaluation of the firm's qualifications, proposal, and performance; firms that have been excluded from the list may re-apply in future years. All responsive proposals received by 3:00 pm August 15, 2023 will be evaluated. The ARC reserves the right to reject any or all applications determined to be inadequate or unacceptable.

B.6 LIMITATIONS

Auditors and audit firms in their first year of inclusion on the AAL may perform no more than three audits of DC Public Charter Schools; thereafter, there are no limits to the number of schools for which audit services may be provided.

*** End of Section B ***

SECTION C: PERIOD OF PERFORMANCE AND DELIVERABLES

C.1 TERM OF CONTRACT

Selected contractors will remain on the AAL for one year.

C.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

If the Offeror is deemed to be in good standing after each fiscal year by the ARC, then the auditor or audit firm will continue to be eligible for continued inclusion in the AAL if they re-affirm eligibility. Good standing means, at the ARC's sole determination, that the auditor's or audit firm's prior work quality and timeliness were satisfactory, and the auditor or audit firm has complied with DC PCSB's audit guidelines. In determining whether a firm is in good standing, the ARC will consider the firm's previous audits, the existence of any financial improprieties at schools audited by the firm, and any other information that it considers relevant. All auditors who have been deemed to be in good standing and who have re-affirmed the initial eligibility requirements, including agreeing to the additional requirement of including a list of vendors, will continue to be eligible each year. This solicitation does not commit to an extension of term.

C.3.2 If the ARC exercises this option, the extended contract shall be considered to include this option provision.

**** End of Section C ****

SECTION D. CONTRACT ADMINISTRATION

D.1 AAL ADMINISTRATOR

D.1.1 The AAL Administrator is responsible for general administration of the AAL and advising the ARC as to each auditor's compliance or noncompliance with the terms of the AAL.

D.1.2 The name and contact information of the AAL Administrator is:

Mike Bayuk, Director of Finance
DC Public Charter School Board
3333 14th St., NW
Suite 210
Washington, DC 20010
Telephone: 202-328-2742
RFP-Auditors@dcpcsb.org

***End of Section D ***

Section E:**SPECIAL CONTRACT REQUIREMENTS****E.1 CONFIDENTIALITY OF INFORMATION**

The Offeror shall keep all information relating to any employee or customer of DC PCSB in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm, or corporation, in accordance with District of Columbia and federal laws governing the confidentiality of records.

E.2 GOVERNING LAW

This RFP, and any disputes arising out of or related to this RFP, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

E.3 INDEMNIFICATION

The Contractor agrees to defend, indemnify and hold harmless DC PCSB, its officers, agencies, departments, agents, and employees (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Contractor, Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor in performance of this Contract. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, Contractor's officers, employees, agents, or servants.

E.4 OFFICIALS NOT TO BENEFIT

Unless a determination is made as provided herein, no officer or employee of DC PCSB will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the CO or his or her designee or any DC PCSB employee authorized to execute contracts in which they or an employee of DC PCSB will be personally interested shall be void, and no payment shall be made thereon by DC PCSB or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A DC PCSB employee shall not be a party to a contract with DC PCSB and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a

written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when DC PCSB's needs cannot reasonably otherwise be met. (Procurement Practices Reform Act of 2010, D.C. Law 18-0371, D.C. Code § 2-359.10, and Chapter 18 of the DC Personnel Regulations.) The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

WARRANTIES

- E.4.1 The Contractor warrants and agrees that it is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and is otherwise in full compliance with all legal requirements of its domicile.
- E.4.2 The Contractor warrants and agrees that it is of legal authority and capacity to enter into and perform under this contract, and that it has the financial ability to perform its obligations under this contract.
- E.4.3 The Contractor warrants and agrees that it has been duly authorized to operate and do business in all places where it will be required to do business under this contract that it has obtained or will obtain all necessary licenses and permits required in connection with this contract; and that it will fully comply with all laws, decrees, labor standards and regulations of its domicile and wherever performance occurs during the term of this contract.
- E.4.4 The Contractor warrants and agrees that it has no present interest and shall not acquire any interest that would conflict in any manner with its duties and obligations under this contract.
- E.4.5 The Contractor warrants and agrees that all systems analysis, systems design and programming pursuant to this contract or for use in its performance thereunder has been and shall be prepared or done in a high quality, professional, and competent manner using only qualified personnel.

The Contractor further represents and warrants that all programs implemented in its performance under this contract shall meet the performance standards required thereunder and shall correctly and accurately perform their intended functions on the equipment supplied by DC PCSB or Contractor.
- E.4.6 The Contractor warrants and agrees that all services provided by it under this contract shall be performed in a prompt, high quality, professional and competent manner using only qualified personnel.

- E.4.7 The Contractor warrants and agrees that it will not take any action inconsistent with any of the terms, conditions, agreements, or covenants set forth in this contract without the express written consent of DC PCSB.
- E.4.8 The Contractor warrants and agrees that it shall keep all DC PCSB's equipment in good condition and shall not permit anything to be done that may materially impair the value thereof. The Contractor shall use such equipment only in the ordinary course of its performance under this contract and shall not permit such equipment to be used in violation of any applicable law, regulation or policy of insurance.
- E.4.9 The Contractor warrants and agrees that it shall not sell, assign, lease, transfer, pledge, hypothecate, or otherwise dispose of any component of any goods or, systems proposed in this contract or any interest therein, or permit any of it to become a fixture or accession to other goods or property without the prior written consent of DC PCSB.
- E.4.10 Other than the warranties discussed in this section, there are no general warranties associated with Services provided by Contractor. Specific services provided to DC PCSB are only as detailed in or with this agreement.

End of Section E

**SECTION F: REPRESENTATIONS, CERTIFICATIONS AND OTHER
 STATEMENTS OF OFFERORS**

F.1 TYPE OF BUSINESS ORGANIZATION

F.1.1 The offeror, by checking the applicable box, represents that
(a) It operates as: _____a corporation incorporated under the laws of
the State of: _____, _____an individual,
_____a partnership,
_____a nonprofit organization, or
_____a joint venture.
(b) If the offeror is a foreign entity, it operates as:
_____an individual,
_____ a joint venture, or
_____a corporation registered for business in (Country)

F.2 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District
Employees Not to Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit
from this contract.

For each person listed, attach the affidavit required by Clause 13 of the
SCP.

End of Section F

Section G: Instructions, Conditions, & Notices to Offerors

G.1 INSTRUCTIONS

- G.1.1 Proposals should be submitted electronically to RFP-Auditors@dcpcsb.org.
- G.1.2 Deadline: proposals must be received by August 15, 2023 at 3:00 pm. Late proposals will not be accepted.

G.1.3 Questions may be directed to:

Mike Bayuk

D.C. Public Charter School Board

Phone: 202-328-2742

Email: RFP-Auditors@dcpcsb.org

- G.1.4 The proposal submissions should include: (a) an explanation of the specific services included; (b) the firm's staff qualifications; (c) three references of recent (within the last three years) clients, with contact information; and (d) the fee structure

G.2 METHOD OF AWARD

DC PCSB reserves the right to accept/reject any/all proposals resulting from this solicitation. The ARC may reject all proposals or waive any minor informality or irregularity in proposals received whenever it is determined that such action is in the best interest of the ARC.

G.3 PREPARATION AND SUBMISSION OF PROPOSALS

- G.3.1 Each proposal shall be submitted electronically in PDF format to RFP-Auditors@dcpcsb.org. The file name should be: "Proposal for Solicitation no. PCSB-2023-02, Financial Audits for DC Public Charter Schools. All proposals must be submitted on 8.5" x 11" and typewritten. Proposals must be letter-sized with 1" margins, double-spaced. There is no page limit. Telephonic and telegraphic bids **will not** be accepted. All items accepted by DC PCSB, all pages of RFP, all attachments and all documents containing the Offer's offer shall constitute the formal contract via email to RFP-Auditors@dcpcsb.org with the subject line "Proposal in Response to Solicitation No. PCSB-2023-02 for Financial Audits for DC Public Charter Schools."
- G.3.2 The original proposal shall govern if there is a variance between the original proposal and the copy submitted by the offeror. Each offeror shall return the complete solicitation as its proposal.

- G.3.3 DC PCSB may reject as non-responsive any proposal that fails to conform in any material respect to the RFP.
- G.3.4 DC PCSB may also reject as non-responsive any proposals submitted on forms not included in or required by the solicitation. Offerors shall make no changes to the requirements set forth in the solicitation.
- G.3.5 The offeror must respond to the entirety of all issues to be considered for this award. Failure to respond to all requested information may render the proposal non-responsive.
- G.4 FAMILIARIZATION OF SOLICITATION
- Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation.
- G.5 PROPOSAL SUBMISSION DATE AND TIME
- Proposals must be submitted no later than 3:00 pm August 15, 2023.
- G.6 WITHDRAWAL OR MODIFICATION OF PROPOSALS
- An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission prior to the closing date and time.
- G.7 HAND DELIVERY OR MAILING OF PROPOSALS
- Offerors must submit their proposals electronically via email to: RFP-Auditors@dcpcsb.org with the subject line: "Proposal in Response to Solicitation No. PCSB-2023-02 for a Financial Audits for DC Public Charter Schools." Proposals will not be accepted via hand delivery or mail.
- G.8 QUESTIONS ABOUT THE SOLICITATION
- If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the questions in writing. The prospective offeror shall email questions no later than 3:00 pm August 15, 2023 to Mike Bayuk via email RFP-Auditors@dcpcsb.org. DC PCSB will not consider any questions received after the specified time and date. DC PCSB will furnish responses to all prospective offerors. An amendment to the solicitation will be issued, if that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

G.9 FAILURE TO SUBMIT PROPOSALS

Recipients of this solicitation not responding with a proposal should advise Mike Bayuk, Director of Finance, DC PCSB, 3333 14th Street, NW, Suite 210, Washington, DC 20010, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Director of Finance of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit a proposal and does not notify the Director of Finance that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

G.10 PROPOSAL PROTESTS

A firm that applies but is not selected for inclusion on the AAL may request reconsideration by the ARC. A firm requesting reconsideration shall submit a notice of reconsideration via email to RFP-Auditors@dcpcsb.org no later than ten business days after it is notified of its non-inclusion by the ARC. The notice of reconsideration shall include a response to the ARC's reasons for non-inclusion.

G.11 SIGNING OF PROPOSALS

G.11.1 The offeror shall sign the proposal and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each proposal must show a full business address and telephone number of the offeror and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

G.11.2 All correspondence concerning the proposal or resulting contract will be mailed to the address shown on the proposal in the absence of written instructions from the offeror or contractor to the contrary. Any proposal submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any proposal submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Offerors shall complete and sign all Representations, Certifications and Acknowledgments as appropriate.

G.12 ACKNOWLEDGMENT OF AMENDMENTS

G.12.1 All amendments to this RFP will be posted on DC PCSB's website as they are issued. It is the sole responsibility of each prospective contractor to routinely check the website for any and all amendments that may have been issued. The amendments contain important information that may directly impact your proposal.

G.12.2 The Offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form.

G.13 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

G.13.1 Name, address, telephone number and federal tax identification number of Offeror.

G.13.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain (if applicable). This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code § 47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the proposal shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

G.13.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

*** End of Section G ***