

Bedford Central School District
RFP # 2021-22-R03
Request for Proposals for Claims Audit Services

The Bedford Central School District (the District) is seeking proposals from Qualified, Claims Auditors. It is the intent of the District to open and read Proposals at 2:00 PM on June 2, 2022. The Board of Education or their designated committee may interview qualified candidates at the Administration Building on the Fox Lane campus by appointment to identify and appoint a Claims Auditor for an initial one-year contract term. The initial term of this contract will be July 1, 2022 through June 30, 2023. The District will have the option to renew this contract annually at the Board of Education reorganizational meeting for contract term of July 1 through June 30 of that year, as specified in the Terms of this RFP.

PURPOSE:

The Bedford Central School District, hereinafter referred to as the “District”, invites proposals from qualified individual or firms hereinafter referred to as “Claims Auditor”, to perform the claims auditing function. The Claims Auditor will have a thorough understanding and knowledge of school district finances and an expertise with purchasing policies.

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

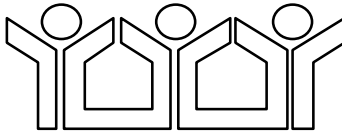
The claims audit function will be performed to ensure that all expenditure vouchers are properly itemized, documented and in accordance with all applicable laws, regulations, and district policy before payments are made.



SCOPE OF SERVICES:

The Claims Auditor shall:

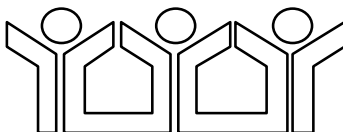
- Perform all tasks at the Bedford Central School District Business Office between the hours of 8:00 a.m. and 4:00 p.m., approximately 15 hours bi-weekly.
- Be familiar with the legal requirements associated with General Municipal Law Section 103 and the bidding requirements and become familiar with the District policy governing quotations and requests for purchases not required to be bid.
- Be aware of all Board of Education decisions by reviewing BOE policies, minutes and memorandum.
- Obtain, read and refer to copies of the District's current Board policies and procedures manual.
- Be familiar with the practice and use of cooperative bidding, county contracts, Preferred Sources and NYS OGS contracts.
- Perform a bi-weekly review of all claims against district funds for accuracy, completeness of documentation, and adherence to the District's Purchasing Policy, State and Education Law legal guidelines. The District processes approximately 1,000 claims monthly.
- Be available for questions and/or recommendations on procedural issues.
- Perform the following duties:
 - Review all vouchers for mathematical accuracy (extensions, additions, and calculations of discounts)
 - Review payroll vendor warrants against payroll summary report
 - Ensure that each voucher includes a purchase order signed by the purchasing agent
 - Verify proof of receipt for materials, equipment or services for which the claim is made and a signed receiving copy of the purchase order
 - Ensure that the invoice clearly describes the purchased goods or services and matches the purchase order



- Make certain that the invoiced price is comparable to the estimated cost on the purchase order or any addendum and if the invoice cost is above the purchase order that the purchasing agent has approved the increased cost
- Make sure that the invoices are generated to reflect the amounts awarded for the bid referenced on the PO which they are being charged against, to ensure that service rates and/or that any discount or markup is accurate by tracing unit prices back to manufacturer's retail or wholesale price lists as per the bid award.
- Identify potential duplicate payments (previously paid invoices from vendors have been checked to be sure payment is not a duplicate)
- Ensure that the District does not pay any sales tax unnecessarily
- Ensure that late charges have been deducted from vouchers
- If the expenditure is one that requires bidding, make certain there is evidence that the merchandise was bid either by the school district, through a cooperative bid, a county contract or a state contract
- If the expenditure is one that does not require bidding, make certain there is evidence that the purchase is made in compliance with school district policy
- Ensure that Conference and Mileage vouchers are properly itemized (vouchers must contain purpose of travel, mileage printout (i.e.;Mapquest) dates and points of travel and approved rate
- Review all vouchers for their reasonableness
- Submit a written report to the Board of Education of the school district on a monthly basis that details exceptions and findings

The audit of a claim by the claims auditor should not be a casual review but a deliberate and thorough process to determine that the proposed payment is necessary, proper and just. In summary, the audit process should ascertain that:

- A purchase order has been issued.
- If the purchase order is for professional services a contract is in place.
- The proposed payment is for a valid and legal purpose.
- The obligation was incurred by an authorized district official.
- The goods or services for which payment is claimed were in fact received.
- The claim is in proper form, is mathematically correct, meets legal requirements, does not include any charges for taxes from which the district is exempt, does not include charges previously claimed and paid, and is in agreement with an attached purchase order.



INQUIRIES:

Inquiries concerning the request for proposals and the subject of the request for proposals must be made in writing by e-mail to:

Bedford Central School District
Kelly M Lent, Assistant Business Manager
Klent4624@bcsdny.org

INSURANCE REQUIREMENTS:

1. Required Insurance:
 - a. **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - b. **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - c. **Workers' Compensation and N.Y.S. Disability**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
 - d. **Professional Errors and Omissions Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the District. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.
 - e. **Fidelity Bond**
For dishonest acts of the consultant's employees with coverage for computer fraud and fund transfer including client coverage.
 - f. **Excess Insurance**
On a "Follow-Form" basis, with limits of \$3,000,000 each occurrence and aggregate.
2. Proposer acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. The proposer is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work. The failure of the District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the District.
3. The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The proposer further acknowledges that the procurement of such



insurance as required herein is intended to benefit not only the District but also NYSIR, as the District's insurer.

All limits carried in excess of the above amounts must be shown on the Certificate of Insurance, and the Bedford CSD must be added as additional insured for all limits so carried.

- I. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- II. The Firm acknowledges that failure to obtain such insurance on behalf of the Bedford CSD constitutes a material breach of contract. The Firm is to provide the Bedford CSD with a certificate of insurance and endorsement(s), evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the Bedford CSD to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Bedford CSD.
- III. The Bedford CSD is a member / owner of the NY Schools Insurance Reciprocal (NYSIR). The Firm further acknowledges that the procurement of such as required herein is intended to benefit not only the Bedford CSD, but also the NYSIR, as the district's insurer.

REQUIREMENTS FOR SUBMISSION OF PROPOSALS:

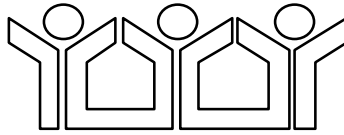
All documents and information requested in this RFP must be included in the RFP proposal package in order to be considered for award.

All information must be received by the **Bedford Central School District Business Office by 2:00 PM on June 2, 2022.**

If mailed or hand delivered send to:

Bedford Central School District
Fox Lane Campus/Administration Building
Attn: Cynthia Hawthorne, Assistant Superintendent for Business
632 South Bedford Road
Bedford, NY 10506

The District will not be responsible for mailed proposals not arriving on time.



Any submitted proposal MUST have the words **“Proposal for Claims Audit Services RFP 2021-22-R03”** along with the RFP opening date and time listed on the outside of the sealed envelope.

CONTRACT TERMS:

It is the intent of the Bedford Central School District to award this contract for an initial period of one (1) year with the option to extend the contract. Upon mutual agreement, the Bedford Central School District and the successful proposer(s) have the option of extending or renewing this contract for a period not to exceed four (4) additional one (1) year periods at a price not to exceed the May 2022 consumer price index (CPI) and subsequent CPI published in May of each of the following years or 2% whichever is less, if extended.

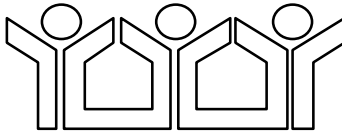
INFORMATION AND FORM OF PROPOSAL:

Proposal Submissions

All proposals must be submitted in two parts:

- Part I - must consist of responses to The Management and Qualifications items.
- Part II - must consist of complete contract Cost and Pricing Information.

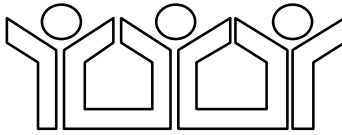
Incomplete submissions will not be considered for award. Proposals should not be excessively long and should be submitted in a format that permits copying for review by the Board of Education. Only two (2) hard copies and one electronic copy of each proposal will be accepted, one copy titled “ORIGINAL” and one copy titled “COPY”. The electronic copy can be uploaded to bidnet or on a flash drive included with the hard copies. All materials submitted in response to this request for proposal shall become property of the District.



PART I – Management and Qualifications

In setting forth its qualifications, each individual or firm submitting a proposal shall:

- A. Provide resume and any evidence of experience with public school district procurement and purchasing policies.
- B. State the names and credentials of all partners and/or associates, if applicable, that might be assigned to this engagement and provide their resumes.
- C. Identify the nature of any potential conflict of interest the individual or firm might have in providing these services to the District.
- D. Provide at least three professional references with current contact information including, contact name, telephone number and e-mail address that apply to the business of Claims Auditing.
- E. Provide samples of reports which would be sent to the Board and Audit Committees.
- F. Provide any other information that might be beneficial to the District.
- G. Provide a valid Certificate of Insurance prior to beginning any work in the District.



PART II – Cost and Pricing Information

The proposal should contain all pricing relative to performing the audit engagement as described in this Request for Proposal. The per hour rate price is to contain all direct and indirect costs including all out-of-pocket expenses. The payment for these services will be paid after invoiced and services rendered on a monthly or quarterly basis payable within 30 days.

Total, all inclusive, per hourly cost for performing all of the duties listed in this Request for Proposal for the contract period of July 1, 2022 through June 30, 2023.

\$ _____

Signature of Official: _____

Name (printed): _____

Address: _____

Firm (if applicable): _____

Title: _____

Email: _____

Phone Number: _____

Date: _____



HOLD HARMLESS AGREEMENT

(This form must be signed and notarized – Submit with proposal)

It is hereby agreed and understood that the contractor agrees to defend, hold harmless and indemnify Bedford CSD, its Board of Education or any officer, agent, servant, or employee of the Bedford CSD from and against all losses, claims, costs, damages and expenses, including reasonable attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed lawsuit, action, proceeding, claim or demand which may arise out of any negligent or intentional act or omission of the Audit Firm, its officers, its directors, its agents, its servants, or its employees or any person or entity, directly or indirectly retained by the Audit Firm in connection with the Audit Firm's performance under the contract.

The assumption of indemnity, liability and loss hereunder shall survive the Audit Firm's completion of its services or other performance hereunder and the expiration or sooner termination of this contract.

Signature: _____ Date: _____

Affirmed to me this _____ day of _____, 2022

NOTE: *By signing and submitting this proposal for consideration by the Bedford Central School District, the respondent acknowledges that they have read, understand, and agree to all aspects of the specifications as presented without reservation or alteration. The signer acknowledges that he/she is authorized to submit this proposal.*



NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid or proposal, the undersigned bidder and the person or persons signing on behalf of the bidder, and should this bid be a joint bid, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

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

Unless otherwise required by law, the prices, which have been quoted in this proposal, have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.

No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

BY: _____
Signature

Print Name and Title

Date