



Suffern Central School District

45 Mountain Avenue
Hillburn, New York 10931

Request for Proposals Claims Auditor

RFP Title: Claims Auditor

RFP #: SCSDCA06292023

Bid Opening: Date: Thursday, June 29, 2023

Time: 10:00 AM

Proposal Terms and Conditions

The Suffern Central School District is accepting proposals from individuals or audit firms having specific experience in the area(s) outlined in the Request for Proposal.

The objective of this Request for Proposal is to enter into a contract with the selected proposer to furnish claims auditor services to Suffern Central School District as outlined herein for the period of July 1, 2023 to June 30, 2024 with the option to renew each year for the following four fiscal years (2024-25, 2025-26, 2026-27, and 2027-28), providing the Proposer and the District agree on the terms.

Failure to comply with all provisions of the Request for Proposal may result in disqualification. Proposal responses must be sealed when delivered. The outside of the proposal envelope should be marked with:

**“Request for Proposal # SCSDCA06292023, Claims Auditor
June 29, 2023 @ 10:00 AM”**

The envelope itself is to be addressed as follows:
SUFFERN CENTRAL SCHOOL DISTRICT
ATTN: HEATHER CAMPBELL, DISTRICT CLERK
45 MOUNTAIN AVENUE
HILLBURN, NEW YORK 10931

Proposals received after the above-cited time will be considered a late quote and will not be accepted.

The Suffern Central School District reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the vendor's qualifications and capabilities to provide the specified service, and other factors which Suffern Central may consider.

Suggested Knowledge and Skills

The claims auditor should be familiar with the legal requirements associated with General Municipal Law Section 103 and the bidding requirements, Education Law Section 1709(20-a) and all applicable regulation of the Commissioner of Education and become familiar with Suffern Central School District's Policy governing quotations and requests for purchase not required to be bid.

The claims auditor should be familiar with the practice and use of co-operative bidding, county contracts, state OGS contracts and federal contracts.

The claims auditor should have knowledge in educational financial operations, pertinent legal requirements, purchasing policies, accounting systems and procedures, and other areas that are deemed necessary. The individual appointed as the claims auditor must be independent and have no other responsibilities related to business operations of the district and cannot be a close or immediate family member of an employee, officer or contractor providing services to the district. If

the claims audit function is performed by an independent contractor, the individual and his or her employer may not have any other contracts with the district and should not provide any goods or services to the district. In addition, the individual and his or her employer may not be a close or immediate family member of anyone who has responsibilities related to the business operations of the district or have other contracts with the district. A close family member is defined as a parent, sibling, or non-dependent child. An immediate family member is defined as a spouse, spouse equivalent, or dependent (whether or not related).

The claims auditor should possess the ability to organize work in a logical manner and to perform arithmetic functions quickly and accurately. The individual appointed to such a position must possess good judgment and a high degree of personal integrity.

Duties and Responsibilities

The claims auditor is directly responsible to and serves at the pleasure of the Board of Education. Duties will be performed by one individual for the length of contract. All claims must be presented to and approved prior to payment by the claims auditor charged with the auditing function. When the claims are delivered to the claims auditor for approval, she/he should ascertain that at least the following tests have been performed prior to releasing the claims for payment:

- ✓ Prove the mathematical accuracy of all computations; this should include verification of extensions and additions and the recalculation of any discount.
- ✓ Determine that the charges are not duplicates of items already paid.
- ✓ Compare the voucher with the purchase order
- ✓ Observe whether the Purchasing Agent indicated approval
- ✓ Verify that the materials or equipment for which the claim is made was actually received by the employee.

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

- ✓ A purchase order has been issued;
- ✓ 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; it is mathematically correct; meets legal requirements; does not include any charges for taxes from which the district is entitled; does not include charges previously claimed and paid; is in agreement with an attached purchase order; and/or a board approved contract.

Certification

The claims auditor is required to provide the treasurer with evidence that claims have been audited and are eligible for payment. This evidence is provided through a warrant on which the audited vouchers have been listed.

Scope

It is anticipated that this service will encompass 3-5 hours per week. Proposer will be required to adhere to claims audit schedule as set forth by Assistant Superintendent for Business and will perform work between the hours of 8 am – 3:30 pm in the business office at 45 Mountain Road, Hillburn, New York.

Proposal Submissions

Individuals or audit firms wishing to submit proposals to the School District must include responses to the following specifications:

1. A letter containing the firm's understanding of the services to be provided to the District.
2. Attachment A: A statement of the fees the individual or firm intends to charge the District.
3. Provide the names of all current and former school district clients with information on the number of years of service to each, along with the names and telephone numbers of contact persons in each District.
4. Please provide confirmation that the firm is licensed to practice in New York State.

5. Provide a description of any regulatory action taken against the firm within the last five years by a regulatory agency, such as the Internal Revenue Service or State Education Department.
6. Provide a statement verifying that there are no conflicts of interest between the audit firm and the Suffern Central School District Board of Education.
7. Identify any litigation brought against the firm during the past five years. Explain any pending litigation that may have a financial impact on your firm.
8. Each proposal must be accompanied by properly completed copies of the attached “NON –COLLUSIVE BIDDING CERTIFICATE”, “HOLD HARMLESS AGREEMENT” and “IRAN DIVESTMENT ACT OF 2012 CERTIFICATION.”
9. Failure to sign these statements will constitute grounds for rejection of a proposal.

The process by which proposals will be considered and determined is as follows:

1. Request for Proposals will be legally advertised and distributed on or about June 8, 2023.
2. All proposals responding to the District must be in writing and must be received by 10:00 AM on June 29, 2023 at the school district office located at 45 Mountain Avenue, Hillburn, New York 10931, at which time and place proposals will be opened publicly. Except as provided below, proposals submitted after that time and date will be rejected and returned unopened to the proposer.
3. Based on the proposals received, proposers will be selected to interview with a committee of district officials. The purpose of the interview process will be to further review and analyze the proposals.
4. Proposals of finalists, as determined by the interview process, will be considered at a meeting of the Board of Education during June/July of 2023 (date to be established). A decision on such proposals will be made as soon thereafter as possible. The District reserves the right to contact proposers during this period to further discuss their proposal.

The “acceptance” of any proposal is contingent upon the negotiation and execution of a binding contract for services between the proposer and the District, which contract must be finalized within two (2) weeks of acceptance of the proposal. The Board reserves the right to reject any and all proposals at any time during the process, based upon its sole discretion, and to seek new proposals through either the same or similar process or another process. Moreover, the Board reserves the right to waive all informalities and/or technicalities where the best interests of the Board may be served including the right to award a contract without any further discussion or negotiation with anyone proposing these services. Post proposal negotiations may be conducted with any proposer

Scoring Criteria

The following criteria will be graded on each proposal:

Technical Requirements Including Experience

- ✓ Qualifications – Experience of individual or audit firm, educational background, specialized skills.
- ✓ Number of New York State school districts that the individual or audit firm has audited, including total years of service.
- ✓ Results of Peer Review.
- ✓ Results of interview by Board of Education/Audit Committee.

Cost

- ✓ Fees –Cost proposals will be scored on a comparative analysis between proposals received. The cost proposal with the lowest cost will receive the maximum number of points and others will be pro-rated accordingly (low bid divided by the bid being evaluated multiplied by the maximum number of points available).

Upon completion of the evaluation process, a contract will be awarded to the proposer, whose proposal met all mandatory requirements and obtained the highest composite score, considering both cost and technical.

Mailing Instructions

All proposals must be received by the District Clerk no later than June 29, 2023 at 10:00 AM. Any proposals received after this deadline will be returned unopened.

The envelope itself is to be addressed as follows:
SUFFERN CENTRAL SCHOOL DISTRICT
ATTN: HEATHER CAMPBELL, DISTRICT CLERK
45 MOUNTAIN AVENUE
HILLBURN, NEW YORK 10931

**“Request for Proposal # SCSDCA06292023, Claims Auditor
June 29, 2023 @ 10:00 AM”**

Please submit three copies of your proposal responses.

Proposal responses must be sealed when delivered. The outside of the proposal envelope should be marked with the Request for Proposal number, proposal opening date and time. Failure to comply with all provisions of the Request for Proposal may result in disqualification.



Suffern Central School District
45 Mountain Ave
Hillburn, NY 10931

Attachment A

PROPOSAL FOR CLAIMS AUDITOR
FISCAL YEAR 2023-2024

I hereby submit a proposal for internal auditing services for the Suffern Central School District for the fiscal year 2023-2024 in accordance with the Request for Proposal.

Hourly Rate for 2023-2024: \$ _____

Signature: _____

Printed Name: _____

Firm: _____

Address: _____

Telephone: _____ FAX: _____

Email: _____

Date: _____

Request for Proposal # SCSDCA06292023, Claims Auditor
June 29, 2023 @ 10:00 AM

All bids must be submitted in a sealed opaque envelope marked with
Bid Name and Number and returned by specified date to:
Heather Campbell, District Clerk
Suffern Central School District
45 Mountain Avenue
Hillburn, New York 10931



HOLD HARMLESS AGREEMENT

It is hereby agreed and understood that the bidder agrees to hold harmless and indemnify the Suffern Central School District, their Board of Education, any officer, agent, servant or employee of the School District from any lawsuit, action, proceeding, liability, judgment, claim or demand which may arise out of:

Any injury to person or property sustained by the bidder, its agents, servants, or employees or any person, firm or corporation employed directly or indirectly by them upon or in connection with their performance under the contract. However caused, any injury to person or property sustained by any person, firm, or corporation, caused by any act, default, error or omission of the contractor, its agents, or employees or any person, firm or corporation, directly or indirectly employed by them upon, or in connection with performance under the contract.

The assumption or indemnity, liability and loss hereunder shall survive contractor's completion of service or other performance hereunder and any termination of this contract.

The contractor at its own expense and risk shall defend any such legal proceedings that may be brought against the School District, the Board of Education, or any officer, agent, servant or employee of the School District on any claim or demand and shall satisfy any judgment that may be rendered against the School District, the Board of Education, or any officer, agent, servant or employee of the School District.

This indemnification, defense and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand or whatever name or nature notwithstanding that contractor may deem the same to be frivolous or without merit. It is intended that this agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise as the same may relate to the personnel and services provided by the contractor.

By: _____

Title: _____

Company: _____



BID PROPOSAL CERTIFICATIONS

Firm Name _____ Telephone No. _____
Business Address _____ Fax No. _____

I. General Bid Certification

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed on this bid.

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that they are complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

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

(1) 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.

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

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

(b) A bid shall not be considered for award nor shall any award be made where (b) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award. Nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or the designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Signature (Authorized)

Title

Date



Suffern Central School District IRAN DIVESTMENT ACT OF 2012 CERTIFICATION

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should Suffern Central School District receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, Suffern Central School District will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then Suffern Central School District shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

Suffern Central School District reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____