

MOUNT VERNON CITY SCHOOL DISTRICT

165 North Columbus Avenue
Mount Vernon, New York 10553

REQUEST FOR PROPOSALS

**RFP #2023-24-15: BUSINESS OPERATIONS AND FINANCE
CONSULTANT SERVICES
2023-2024**

The objective of this Request for Proposals (“RFP”) is to solicit proposals from experienced, professional consultants in school district finance and business operations, and related administrative services as more fully set forth herein. Under this solicitation, the Board of Education intends to select a qualified individual or firm to perform the services for the District.

The successful proposer shall provide professional consultation services in connection with the School District’s Business Office operations and administration.

Term of Engagement: The term of this engagement shall commence upon award through June 30, 2024. The District reserves the right to renew the resultant contract for an additional one (1) year term terminate upon approval of the Board of Education. The District reserves the right to terminate the contract for any reason upon thirty (30) days written notice to the successful proposer(s). No contract becomes binding until the necessary funds have been approved. The successful Proposer(s) will execute a contract with the District in substantial conformance with this RFP and the successful proposal.

Scope of Work: The successful proposer’s services shall include but not be limited to:

- Review of the existing administrative and operations procedures in the Business Office
- Review of existing Board policies related to Business Operations and procedures including but limited to Administration of the Budget, Revenues, District Investments, Acceptance of Gifts, School Tax Assessment and Collection, Budget Transfers, Petty Cash, Reimbursements, Accounting of Funds, Extraclassroom Activity Funds, and Purchasing Policy, etc.
- Review of existing District budget, fund and reserve management and administration
- Review of existing staffing levels, utilization and recruitment
- Review of employee onboarding, retirement system registration and reporting, payroll deduction practices, procedures and administration
- Review of employee payroll and benefit administration and management
- Review of existing finance and accounting reconciliation procedures and practices

- Review of District account management and record-keeping procedures and practices including account receivables and incoming District revenue including State aid and grants in aid
- Review of District fund management, collection practices and record-keeping including School Lunch Fund, Extracurricular Activity Fund, etc.

The successful bidder shall provide a detailed report to the Board of Education upon completion of the engagement with all findings and recommendations.

In addition, the successful proposer shall provide advice, consultation, assistance and administrative support to the key personnel in the Business Office and to the Assistant Superintendent of Business in the performance of their respective duties in the following key areas to include:

- Best budgetary development and administration practices
- Best practices for supervision of purchasing
- Best practices in administration and management of retirement, payroll and benefits
- Best practices for cash, revenue and expenditure management and accounting
- Staff utilization and administration

Staffing Requirements: Proposers are required to be licensed and qualified to perform the services set forth herein. All individuals performing services for the School District shall be licensed under the laws of the State of New York, inclusive of the State Education Department licensing requirements. Proposers shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders.

The successful proposer understands and agrees that it shall comply and is responsible for complying with all applicable Federal, State and local statutes, rules and ordinances, including the New York State Safe Schools Against Violence in Education (SAVE) legislation. The successful proposer shall adhere to all requirements and protocols as established by the School District and the State Education Department of New York: to wit, but not limited to, fingerprinting. The successful proposer further agrees and understands that all individuals providing services to the School District must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE legislation prior to providing services to the School District. In the event that the successful proposer sends an individual to the School District who has not obtained the fingerprinting clearance with the State Education Department, the School District shall have the right to immediately terminate the contract.

Proposer Qualifications:

All proposers must be licensed and qualified to provide the within services to the School District. Individuals providing services must be licensed by the State of New York. Proposers shall satisfy these criteria in order to qualify for award. All proposals must include the following documentation:

- A copy of the proposer’s current license and/or certification
- A copy of the proposer’s Liability Insurance Certificate

PROPOSAL SUBMISSION REQUIREMENTS

Three (3) copies of the proposal and other required documents must be submitted in a sealed envelope clearly labeled "**RFP #2023-24-15: Mount Vernon City School District – Business Operations and Finance Consultant Services**" with the name and address of the proposer and submitted to:

**Hillary Thompson
Purchasing Agent
Mount Vernon City School District
165 North Columbus Avenue
Mount Vernon, New York 10553**

One copy of the proposal must be titled “ORIGINAL” and each of the other two copies titled “COPY”. Each page of the proposal must bear the following information: Name of Proposer, Mount Vernon City School District – Business Operations and Finance Consultant Services RFP, and the page number. All materials submitted in response to this request for proposal shall become the property of this School District.

All proposals must be received on or before **November 28, 2023 at 11:00 a.m.**

There is no express or implied obligation for the School District to reimburse responding individuals or organizations for any expenses incurred in preparing proposal or attending any interview in connection with responding to this RFP. Proposals submitted after the stated time and date will not be considered and will be returned to the organization unopened. Any questions or requests for clarification concerning this RFP must be addressed to the School District’s Purchasing Agent, Hillary Thompson in writing via fax at 914-665-1682 or by email at hthompson@mtvernoncsd.org prior to November 20, 2023. Responses to any questions will be sent to all prospective proposers in writing as an addendum to this RFP.

Proposals:

All proposals must be submitted in parts and will be evaluated as such. **Part I** must consist of responses to organization and qualification items. **Part II** must include the cost proposal to provide the consultation services described herein. All aspects of this RFP shall be addressed in the proposal. 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.

Part I: Organizational and Qualifications

- Describe the individual's or firm's history of providing the consultant services requested in a school district.
- Indicate the individual's or firm's capacity to provide the provision of these services.
- Provide proof of his/her certification and a résumé for each individual so designated to provide services hereunder.
- Provide evidence of proposer's credentials and qualifications to provide the services in connection with the School District's Business Office operations.
- Provide a list and description of similar contracts and/or projects awarded by other school districts.
- Describe the proposer's experience and expertise focusing on school district finance, business office administration and operation.
- State the name(s) of the officer(s) of proposer, if a firm or corporation.
- Provide a list of all executive/administrative staff members and their résumés together with a list and résumés of all staff members who will be specifically involved in the School District.
- Provide any other information that might be beneficial to the School District.

Part II: Cost

Include any cost or price information that would be included in a potential agreement with the District. Indicate any costs for which reimbursement may be sought by the proposer.

Financial Statement of the Organization: Proposers will submit the most recent financial statement for the company or firm. The District reserves the right to use third party companies to verify financial information provided. In addition, the District may investigate, as it deems necessary, to determine the ability of the Proposer to provide the services requested herein. The Proposer shall furnish to the District within five (5) days of a request, all such information and data for this purpose as may be requested. The District reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the District that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

Cost Proposal: Submit a cost proposal for the services described above. The cost proposal must be submitted separately in a sealed envelope and must be an all-inclusive amount for the services required for one year under the contract. Pricing may be provided based on an hourly fee or as a flat rate, as determined by the proposer. The cost proposal must separately list any costs for which proposer will seek reimbursement. Proposers should account for all costs factors in preparing their proposals. No additional billing will be allowed for travel expenses, parking, materials or other incidentals.

References: In addition to any other requirements for references, proposers shall provide a client list for the past five (5) years with a similar scope of services. Proposers shall provide a reference list for any client or employer for whom the proposer has rendered services related to the subject matter covered by this Request for Proposals. The client list must include agency name, contact person, addresses, and telephone number. The District reserves the right to contact those on the reference list to determine the quality of service performed and personnel assigned to those projects.

Award and Right to Reject Proposals: The School District reserves the right to reject without prejudice any and all quotations received under the RFP, to request additional information from all proposers, to negotiate with one or more of the finalists regarding the terms of the engagement and to make award offers that differ from the organizations proposed level of services and/or cost proposal. The District intends to select the organization or individual that, in its opinion, best meets the School District's needs. The Board of Education reserves the right to interview any of the proposers as it deems to be in its best interest. Dates for interviews shall be determined after submission of proposals. Interviews will be conducted by the Board of Education as a whole or a subcommittee of the Board of Education, in the Board of Education's discretion.

Termination of Contract: Any contract agreed to under this RFP is subject to termination by either party upon thirty (30) days written notice. In the event of termination of the contract by the District, the District's responsibility shall be limited payment for services performed and costs incurred by the organization with the District's consent, prior to termination. In the event of termination of the contract by the organization, the organization's responsibility shall be to pay for any and all costs incurred by the District.

Insurance:

- a. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, consultant hereby agrees to effectuate the naming of the District as an additional insured on the consultant's commercial general liability and excess liability insurance policies. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.

- b. The policy naming the District as an additional insured shall:
 - i. Be an insurance policy from an A.M. Best rated "Secure" insurer, licensed in New York State.
 - ii. State that the consultant's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.
- c. The District shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with the District. A completed copy of the endorsement must be attached to the certificate of insurance.
- d. The certificate of insurance must describe the specific services provided by consultant that are covered by the liability policies.
- e. At the District's request, consultant shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, consultant will provide a copy of the policy endorsements and forms.
- f. Consultant agrees to indemnify the District for any applicable deductibles and self-insured retentions.
- g. Required Insurance:
 - i. **Commercial General Liability Insurance:**
\$1,000,000 per occurrence/\$2,000,000 aggregate, with coverage for sexual misconduct.
 - ii. **Workers' Compensation and N.Y.S. Disability:**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form can be completed and submitted directly online to the Workers Compensation Board:

http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

- iii. **Professional Errors and Omissions Insurance:**
\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of 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.
 - iv. **Cyber Insurance:**
\$1,000,000 per occurrence, \$1,000,000 aggregate.
 - v. **Excess Insurance:**
\$2,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form basis.
- h. Consultant acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. Consultant is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. 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.
 - i. Consultant further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also, the District's insurer.

Indemnification: The successful Proposer will defend, indemnify and save harmless the District, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys’ fees) arising out of, or in consequences of, any negligent or intentional act or omission of the performance of successful proposer, its employees or agents’ obligations under this Agreement, to the extent of its or their responsibility for such claims, damages, losses and expenses.

Independent Contractor: The successful Proposer will be retained by the District only for the purposes and to the extent set forth in this RFP, and its relation to the District shall be solely that of an independent contractor. As such, the compensation being paid pursuant to this RFP shall not be subject to withholding taxes or other employment taxes required with respect to compensation paid by the District to an employee.

The successful proposer shall observe all requirements imposed by any laws upon corporations. The District shall submit a Form 1099 and IT 2102.1 at year end to the Federal government, which the Provider will report for income tax purposes. Neither the successful proposer nor any of its employees, agents or assigns will be eligible for any employee benefits whatsoever relative to this RFP including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Retirement System benefits, health or dental insurance, or malpractice insurance.

With regard to employees of the successful Proposer, the successful Proposer alone shall be responsible for their work, personal conduct, direction, compensation, and for payment of all employment and other taxes in relation thereto.

Contract: The successful proposer will be required to execute a written contract with the Mount Vernon City School District which shall incorporate the terms and conditions of this RFP.