

REQUEST FOR PROPOSALS FOR: Fraud Risk Assessment

RFP NUMBER: 2016-Fin01

RFP OPENING DATE: August 31, 2015

RFP OPENING TIME: 2:00PM

RFP OPENING PLACE: Audrey P. Beck Building, Finance Department

The Town of Mansfield (hereinafter "Town"), is seeking proposals from expert, independent and certified fraud examiners, with CPA credentials for a thorough Fraud Risk Assessment of financial practices in the Town. This contract has an anticipated start date on or about October 1, 2015 and anticipates completion in two to three months.

One (1) original and three (3) copies of sealed proposals must be received in the Finance Director's Office of the Audrey P. Beck Building, 4 S. Eagleville Road, Storrs-Mansfield, CT 06268 by the date and time noted above. The Town will not accept submissions by e-mail or fax. The Town will reject proposals received after the date and time noted above.

The documents comprising the Request for Proposals may be obtained on the Town's website, www.mansfieldct.org, under "Legal Notices - Bid Notices/RFP's and RFQ's," or from Alicia Ducharme, Budget Analyst, Audrey P. Beck Building, 4 South Eagleville Road, Storrs-Mansfield, CT 06268 during normal business hours. Each proposer is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

The Town reserves the right to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town's judgment, will be in the Town's best interests.

STANDARD INSTRUCTIONS TO PROPOSERS

1. INTRODUCTION

The Town of Mansfield (Town) is soliciting proposals for Fraud Risk Assessment Services from expert, independent, certified individuals/firms, to review and evaluate internal controls currently in place and to identify potential weaknesses and/or areas needing improvement. As the Town recently went through a Financial & Operational Controls Review, the requested services would supplement this review and not duplicate it. The focus of the Financial & Operation Controls Review was activity that primarily flowed through the Accounting & Disbursements office. We are now seeking a Fraud Risk Assessment that would review the other departments of the organization, primarily where cash is received or where the use of town equipment and supplies might be at risk for fraud. The Town's Finance Department supports the following agencies to be included in this review: the Mansfield Board of Education, Regional School District #19, Eastern Highlands Health District, Mansfield Downtown Partnership, and The Discovery Depot. This RFP is not a contract offer, and no contract will exist unless and until a written contract is signed by the Town and the successful proposer. Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFP.

1. Background and Intent

The successful bidder will be expected to actively engage and partner with the Finance Department to provide all services as further defined below in Section 3 – Scope of Services. The Consultant will be expected to possess expert knowledge of the Fraud Risk/Forensic Audit landscape and related requirements and regulations in order to provide efficient and effective guidance and direction to the Town.

The Town of Mansfield encompasses approximately 45.1 square miles. The Town is bounded on the east by Chaplin, on the north by Willington and Ashford, on the south by Windham, Lebanon and Columbia, and on the west by Coventry. The Town of Mansfield was first settled in 1692 as part of Windham. In October 1702, the Connecticut General Assembly granted a charter of incorporation to the Town of Mansfield which was formed out of Windham. Mansfield's population is approximately 25,000 with a grand list of approximately \$1.0 Billion and an operating budget of approximately \$48 Million.

The Town operates under the provisions of its Charter and the General Statutes of the State of Connecticut. Since 1970, when the Town established the Town Manager/Council form of government, the legislative power of the Town was vested in a nine-member council, elected at large for terms of two years, and the Town Meeting. The Mayor is elected by majority vote of the council. The Town Manager, who is the chief executive officer, manages the operations of the Town.

The Town of Mansfield provides a full range of services, including police and fire protection; the construction and maintenance of highways, streets, and other infrastructure; education pre-kindergarten through eighth grade and high school through the Regional School District No. 19; social services including a day care facility, a youth service bureau and a senior center; public health services through the Eastern Highlands Health District; recreation services and adult education including a community center; library services; and affordable housing through a Town housing authority.

The Contractor's principal contacts with the Town will be Cherie Trahan, Director of Finance.

2. Qualifications

Eligible quality management consultants will be those individuals, businesses and firms that have the following qualifications:

- 1. Proposer must have demonstrated experience and expertise in regard to providing the types of services outlined in the Scope of Services.
- 2. Proposer should have a proven track record in providing these types of or similar services for municipal governments. The Town would prefer a firm who has worked with other Connecticut municipalities similar in size to Mansfield.
- 3. Proposer must be qualified and properly licensed in the State of Connecticut to perform its obligation under this proposal in compliance with all applicable Federal and State of Connecticut laws and regulations, statutes and policies.

3. Scope of Services

The Town desires to engage a qualified firm to provide an assessment of the potential risk for fraud based on the Town's current policies and procedures.

The firm selected will be required to review the Operational and Financial Controls Review prepared for the Town in June, 2015 (found on the Town's website www.mansfieldct.org) and issue a report that:

- Identifies areas most vulnerable to fraud;
- Determines if adequate fraud prevention measures exist;
- Identify opportunities to reduce the cost of fraud.

4. Agreement Period

The Town anticipates entering into a contract with the selected Consultant commencing on or about October 1, 2015.

The Town will contractually reserve the right to cancel the contract at any time. The agreement period for any contract or purchase order resulting from this RFP shall ultimately be as negotiated to the mutual agreement of the parties.

5. Management

Any contract or purchase order resulting from this RFP will be managed by the Director of Finance, or designee.

6. Additional Conditions

All those submitting proposals must be willing to adhere to the following additional conditions and must positively state this in the proposal.

- The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. At its discretion, the Town may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the Town.
- All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the Town prior to and during the agreement period. However, please note that the Town prefers not to have the services subcontracted.
- 3. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the Town and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The Town shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the Town. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Town Manager.

2. RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT

The Town may, in its sole discretion, clarify, modify, amend or terminate this RFP if the Town determines it is in the Town's best interest. Any such action shall be effected by a posting on the Town's website, www.mansfieldct.org, Each proposer is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

If this RFP provides for a multi-year agreement, the Town also reserves the right to terminate the Contract at the end of the last fiscal year for which funds have been appropriated, and the Town shall have no obligation or liability to the successful proposer for any unfunded year or years.

3. KEY DATES

RFP Advertised 08/5/15 Questions due from Vendors 08/19/15

RFP Open Date 08/31/15 at 2 P.M.

Interview of top Vendors TBD

Contract Execution Date October 1, 2015

4. PROPOSAL SUBMISSION INSTRUCTIONS

A. Proposal Requirements & Required Format

Proposals must set forth accurate and complete information for each of the items listed below. At the Town's discretion, failure to do so could result in disgualification.

- 1. <u>Proposer Information</u>: Please provide the following information:
 - a. Firm Name
 - b. Permanent main office address
 - c. Date firm organized.
 - d. Legal Form of ownership. If a corporation, indicate where incorporated.
 - e. How many years have you been engaged in services you provide under your present name?
 - f. Names, titles, reporting relationships, background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities

- a. <u>Philosophy Statement and Business Focus</u>. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
- b. <u>Summary of Relevant Experience</u>. A listing of projects that the proposer has completed within the last three (3) years of a similar nature to those included in the Scope of Services in this RFP must be provided.
- c. The following additional information shall be provided by each bidder:
 - General description of the organizational structure of your institution including parent and/or subsidiary companies and the number of employees.
 - Identify who will be the primary client relationship manager.
 - Provide a general representation of the key factors and other important considerations that you feel separates your institution/firm from others in providing the requested services.
 - Provide a detailed description of your firm's technical resources and experience in providing the desired scope of services to similarly sized entities.
 - Identify the location of the office(s) from which the services will be performed.
 - Disclose any current (last 3 years) business, financial, personal, or other types of relationships which may pose a conflict of interest.
 - Please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the Town.
 - If your firm maintains an ethics policy, please provide a copy with bid documents.

3. Statement of Qualifications and Work Plan

- a. <u>Qualifications</u>. For **each** item listed in <u>Section 1.2 Qualifications</u>, please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
- b. Work Plan. For **each** item listed in <u>Section 1.3 Scope of Services</u>, please describe the approach that would be generally followed in undertaking these tasks.
- c. <u>Services Expected of the Town</u>. Identify the nature and scope of the services that would be generally required of the Town in undertaking these projects.

4. <u>Information Regarding: Failure to Complete Work, Default and Litigation</u>.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
- g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the Town should be aware?
- 5. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The Town may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

Your proposal should be submitted in a sealed envelope marked "Fraud Risk Assessment Services Bid #2016-Fin01" to the Finance Department at the Audrey P. Beck Building, 4 South Eagleville Road, Storrs-Mansfield, CT 06268, no later than 2:00P.M., Monday, August 31, 2015. The Town will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The Town will NOT accept late proposals.

Proposal prices must be submitted on the Proposal Form included in this RFP. All blank spaces for proposal prices must be completed in ink or be typewritten.

Proposals may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) days after the opening date, to give the Town sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer.

An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.

5. QUESTIONS AND AMENDMENTS

Questions concerning the process and procedures applicable to this RFP are to be submitted **in writing** (including by e-mail or fax) and directed **only to:**

Name: Alicia Ducharme Position: Budget Analyst

Email: duccharmeam@mansfieldct.org

Fax: (860) 429-6863

Questions concerning this RFP's Specifications are to be submitted **in writing** (including by e-mail or fax) and directed **only to:**

Name: Cherie Trahan

Position: Director of Finance

Email: trahanca@mansfieldct.org

Fax: (860) 429-6863

Proposers are prohibited from contacting any other Town employee, officer or official concerning this RFP. A proposer's failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from proposers no later than seven (7) days before the proposal opening date. That representative will confirm receipt of a proposer's questions by e-mail. The Town will answer all written questions by issuing one or more addenda, which shall be a part of this RFP and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to proposal opening, the Town will post any addenda on the Town's website, www.mansfieldct.org. Each proposer is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no proposer shall rely on any alleged oral statement.

6. ADDITIONAL INFORMATION

The Town reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the Town in its sole discretion deems desirable.

7. COSTS FOR PREPARING PROPOSAL

Each proposer's costs incurred in developing its proposal are its sole responsibility, and the Town shall have no liability for such costs.

8. OWNERSHIP OF PROPOSALS

All proposals submitted become the Town property and will not be returned to proposers.

9. FREEDOM OF INFORMATION ACT

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information. Proposers are encouraged **not** to include in their proposals any information which is proprietary a trade secret or otherwise confidential. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy, and all rules, regulations and interpretations resulting from those laws.

10. REFERENCES

Each proposer must complete and submit the Proposer's Statement of References form included in this RFP(Appendix B).

11. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE

Each proposer is responsible for having read and understood each document in this RFP and any addenda issued by the Town. A proposer's failure to have reviewed all information that is part of or applicable to this RFP, including but not only any addenda posted on the Town's website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP, and it is capable of performing the work to achieve the Town's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

12. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales tax and use taxes. Such taxes must not be included in prices.

13. AWARD CRITERIA & SELECTION

All proposals will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this RFP. Proposers may be present at the opening.

The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error, etc. If any error exists in an extension of prices, the unit price shall prevail.

The Town reserves the right to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers.

The Town will accept the proposal that, all things considered, the Town determines is in the best interests. Although price will be an important factor, it will not be the only basis for award. Due

consideration may also be given to a proposer's experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the Town's interests, including compliance with the procedural requirements stated in this RFP.

A. Evaluation Criteria

The following specific criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the Town's requirements and expectation for this project and are not necessarily all inclusive or presented in order of importance.

- The background experience, and strength of the Proposer in providing similar services elsewhere, including the level of experience in working with other Connecticut municipalities of similar size, and the quality of services performed, either for other school systems or other municipalities, or both.
- The Proposer's responsiveness and compliance with the RFP requirements and conditions to provide the services requested.
- A review of references provided with the Proposal, and administration of prior contracts.
- Competitiveness of proposed fee. The Town reserves the right to negotiate fees with the selected Proposer.

The Town will not award the proposal to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

The Town may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the Town reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

If the proposer does not execute the Contract within ten (10) business days of the date of notification, unless extended by the Town, the Town may call any proposal security provided by the proposer and may enter into discussions with another proposer. The Town will post the Preliminary Notice of Award and related information on its website, www.mansfieldct.org, under "Legal Notices - Bid Notices/RFP's and RFQ's."

The Interview and Contract Execution dates in Section 3's Key Dates are anticipated, not certain, dates.

14. ATTACHMENTS

The following attachments are included below and must be completed, as detailed within the RFP.

- A. Proposal Form
- B. Proposer's Statement of References
- C. Insurance Requirements for Contractors



ATTACHMENT A: PROPOSAL FORM Fraud Risk Assessment #2016-Fin01

PROPOSER'S FULL LEGAL NAME:

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.
Pricing
All-Inclusive Rate for Fraud Risk Assessment: \$
Description and Pricing for any additional/related services:
NOTE: This document, in order to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such signature constitutes the proposer's representations that is has read, understood and fully accepted each and every provision of each document compromising the RFP, unless an exception is described above.
Name and Title of Authorized Representative
Signature of Representative, Duly Authorized
Date

Phone # and Fax #



ATTACHMENT B: PROPOSER'S STATEMENT OF REFERENCES Fraud Risk Assessment #2016-Fin01

Provide at least three (3) references: BUSINESS NAME ______ 1. ADDRESS CITY, STATE TELEPHONE: INDIVIDUAL CONTACT NAME AND POSITION 2. BUSINESS NAME ADDRESS CITY, STATE TELEPHONE: INDIVIDUAL CONTACT NAME AND POSITION BUSINESS NAME 3. ADDRESS CITY, STATE TELEPHONE: INDIVIDUAL CONTACT NAME AND POSITION



ATTACHMENT C: INSURANCE REQUIREMENTS FOR CONTRACTORS <u>Fraud Risk Assessment #2016-Fin01</u>

A. Contracts Under \$100,000

Minimum Limits of Liability

1)	Workers Compensation	Statutory
	Employer's Liability – each accident	100,000
	Disease, each employee	100,000
	Disease, policy limit	500,000
2)	Commercial General Liability Insurance	
-/	Each Occurrence	500,000
	Fire Damage	50,000
	Medical Expense	5,000
	Personal & Adv. Injury	500,000
	General Aggregate	1,000,000
	Products & Completed Operations Agg.	1,000,000
3)	Business Automobile Liability Insurance	
3)	Owned, Non-Owned & Hired Auto Limit	500,000

Combined Bodily Injury & Property Damage

4) Property Insurance – if applicable Special Risk including Theft 1,000 Deductible

(each accident)

Certificates of insurance must be provided to the Town after being awarded the contract and before doing any work. All insurance shall be provided by companies lawfully authorized to do business in the State of Connecticut with an A.M. Best Rating of A-VII or better. The Town of Mansfield shall be named as an additional insured on the General Liability, Automobile Liability and Excess Liability (if needed) insurance policies.

500,000

Each policy of insurance shall include a waiver of subrogation in favor of the Town of Mansfield and shall provide no less than thirty (30) days' notice to the Town in the event of a cancellation or change in conditions or amounts of coverage.

B. Contracts Under \$750,000

Minimum Limits of Liability

1)	Workers Compensation	n	Statutory
	Employer's Liability –	each accident	100,000
		Disease, each employee	100,000
		Disease, policy limit	500,000
2)	Commercial General L	iability Insurance	
	Each Occurrence	•	1,000,000
	Fire Damage		100,000
	Medical Expense		5,000
	Personal & Adv. Inj	ury	1,000,000
	General Aggregate	Ž	2,000,000
	Products & Comple	eted Operations Agg.	2,000,000
3)	Business Automobile L	iability Insurance	
- /		d & Hired Auto Limit	1,000,000
	•	jury & Property Damage	1,000,000
	`	•	

4) Property Insurance – if applicable
 Special Risk including Theft
 1,000 Deductible

Certificates of insurance must be provided to the Town after being awarded the contract and before doing any work. All insurance shall be provided by companies lawfully authorized to do business in the State of Connecticut with an A.M. Best Rating of A-VII or better. The Town of Mansfield shall be named as an additional insured on the General Liability, Automobile Liability and Excess Liability (if needed) insurance policies.

Each policy of insurance shall include a waiver of subrogation in favor of the Town of Mansfield and shall provide no less than thirty (30) days' notice to the Town in the event of a cancellation or change in conditions or amounts of coverage.