

EXHIBIT A

(CITY OF STAMFORD REQUEST FOR PROPOSALS NO. 764)

**MAYOR
DAVID R. MARTIN**



**PURCHASING MANAGER
ERIK J. LARSON**

**Phone: (203) 977-4107
Email: elarson@stamfordct.gov**

**CITY OF STAMFORD
OFFICE OF ADMINISTRATION
888 WASHINGTON BOULEVARD
P.O. BOX 10152
STAMFORD, CONNECTICUT 06904-2152**

REQUEST FOR PROPOSALS NO. 764

Professional Auditing Services

| | | |
|----------------------------------|--|--|
| Proposals Due | February 21, 2019 @ 4:00 P.M. | |
| Submit To | City of Stamford Purchasing Department 888 Washington Boulevard Stamford, CT 06904-2152 | |
| Attention | Erik J. Larson Purchasing Agent | |
| Pre-Proposal Meeting | N/A | |
| Mandatory | | |
| Number of Copies Required | | |
| # Original | 1 | |
| # Copies | 8 | |
| # USB | 2 | |

INTERNET USAGE ACKNOWLEDGEMENT (October 5, 2015)

Caution: The competitive bid/proposal process requires the City of Stamford provide all competitors with equal and timely access to information. To enhance our capabilities, the Purchasing Department is providing bid information over the Internet. You may use this application provided you agree with the following understandings:

1. The City cannot guarantee that the equipment involved in this technology will be available to provide information or receive transmittals. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU HAVE CURRENT INFORMATION AND THAT QUOTATIONS ARE RECEIVED AT THE DESIGNATED LOCATION, COMPLETE AND ON TIME.
2. The City is not responsible for the confidentiality of information transmitted over the Internet.
3. The City makes no guarantee as to the completeness or accuracy of downloaded "Request for Bid", "Request for Proposal" or "Request for Qualification."
4. Bids/Proposals must be received in hard copy in the Purchasing Department by the due date and time in order to be considered. Please be advised that the Purchasing Department does not accept bids or proposals by email or fax. More Information: (203) 977-4108, (203) 977-4107 or (203) 977-4994.
5. Please note modifications made to the City's Standard form of Contract with the addition of Section 16. Dispute Resolution on the Sample Agreement.

RFQ/RFP SUBMISSION REQUIREMENTS

The Purchasing Department requests that you identify clearly, with a tab or sticker, your fee proposal sheet(s), as well as your bid bond pages if applicable.

The following documents should be returned with your RFQ/RFP:

- ☐ Contractor's Statement
- ☐ Non-Collusion Affidavit
- ☐ CHRO Employment Information Form
http://www.ct.gov/chro/lib/chro/Notification_to_Bidders.pdf
- ☐ City of Stamford State of Connecticut Contractor Verification (in accordance with Public Act 16-67) Compliance Affidavit (If applicable)
- ☐ Certification – Prohibition of Wastes Generated from Oil & Gas Drilling and Extraction Activities

The Purchasing Agent reserves the express right, on behalf of the City of Stamford, to waive any/all technical defects, irregularities and omissions in the best interest of the City is served.

Contractor's Statement

Pursuant to Section 103.1 of the Stamford Code of Ordinances, I hereby provide the following:

If a joint venture, trustee, partnership, limited liability company or partnership, the names and addresses of all joint ventures, beneficiaries, partners or members:

If a corporation, the names and addresses of all officers, and the names and addresses of all parties owning over 10% of its common stock or over 10% of its preferred stocks. If any of said stockholders is a holding corporation, the names and addresses of all persons owning a beneficial interest in over 10% of the common or preferred stock of said holding company.

The names and positions of all persons listed hereinabove who are elected or appointed officers or employees of the City of Stamford.

Name of Bidder/Proposer: _____

Signature of Bidder/Proposer: _____

Title: _____

Company Name: _____

Address: _____

Non-Collusion Affidavit

The undersigned, having been duly sworn, affirms and says that to the best of his/her knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with any competitor for the purpose of restricting competition.
2. Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

Name of Proposer: _____

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____ ss. _____

Date: _____

Personally appeared _____, as _____
of the above named firm, and attested that the foregoing statements are true and accurate to the best of his/her knowledge and belief.

Signature of Notary Public
My Commission Expires: _____

EFFECTIVE: 2/24/09

City of Stamford
State of Connecticut Contractor Verification (in accordance with Public Act 16-67)

Compliance Affidavit

I, the undersigned, personally and on behalf of _____, having
(Contractor)

been duly sworn, affirm and say that I have read, understand and am in compliance with Public Act 16-67 Concerning the Disclosure of Certain Education Personnel Records, Criminal Penalties for Threatening in Educational Settings and the Exclusion of a Minor's Name from Summary Process Complaints, and that neither I nor said Contractor, to the best of my knowledge, is in possession of any information indicating a finding of abuse or neglect or sexual misconduct, or otherwise have knowledge of such a condition(s) for any employees working on the project identified in RFQ/RFP or Bid S-_____. Further, if I or said Contractor
(RFQ/RFP or Bid Number)

become aware of any information indicating such a finding, or otherwise gain knowledge of such a condition, I and/or said Contractor will immediately forward such information to the City of Stamford.

Contractor Name: _____

Street Address: _____

City, State, Zip: _____

Title of person completing this form: _____

Signature: _____

Printed Name: _____

Date: _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____ ss. _____

Date: _____

Personally appeared _____, as _____
of the above named Contractor, and attested that the foregoing statements are true and accurate to the best of his/her knowledge and belief on behalf of himself and said Contractor.

Signature of Notary Public

My Commission Expires: _____

CITY OF STAMFORD CONNECTICUT

CERTIFICATION FOR BIDS, RFQ and RFP

**PROHIBITION OF WASTES GENERATED FROM OIL & GAS DRILLING AND
EXTRACTION ACTIVITIES**

Pursuant to City of Stamford Ordinance No. 1241 Supplemental, Prohibiting Wastes Generated from Oil and Gas Drilling and Extraction Activities, if the goods/services contemplated pursuant to this Agreement involves the construction or maintenance of any publically owned and/or maintained road or real property within the City, or involves the purchase or acquisition of materials to be used to construct or maintain any publically owned and/or maintained road or real property within the City, the Contractor shall complete the following statement:

"We _____ hereby submit a bid for materials, equipment and/or labor for the City of Stamford.

The bid is for bid documents titled:

We hereby certify under penalty of perjury that no natural gas waste or oil waste will be used by the undersigned bidder: or any contractor, sub-contractor, agent or vendor agent in connection with the bid; nor will the undersigned bidder or any subcontractor, agent or vendor agent thereof apply any natural gas waste or oil waste to any road or real property within the City of Stamford as a result of the submittal of this bid if selected."

Date

Signed

Print Name

Company

Address

**MAYOR
DAVID R. MARTIN**



**PURCHASING MANAGER
ERIK J. LARSON
Phone: (203) 977-4107
Email: elarson@stamfordct.gov**

**CITY OF STAMFORD
OFFICE OF ADMINISTRATION
838 WASHINGTON BOULEVARD
P.O. BOX 10152
STAMFORD, CONNECTICUT 06904-2152
(Rev. 9-1-17)**

Notification to Bidders

The contract awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes.

The City of Stamford aggressively solicits the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials. "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: (1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n. "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans; (2) Hispanic Americans; (3) persons who have origins in the Iberian Peninsula; (4) Women; (5) Asian Pacific Americans and Pacific Islanders; and (6) American Indians. An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The City will consider the following factors when reviewing the Bidder's/Proposer's qualifications:

- (a) success in implementing an affirmative action plan;
- (b) where applicable, success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) a promise to develop and implement a successful affirmative action plan;
- (d) submission of employment statistics contained in the Connecticut Commission on Human Rights and Opportunities ("CCHRO") "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) a promise to set aside a portion of the contract for legitimate minority business enterprises.

2. Non-Discrimination

- (a) The contractor agrees and warrants that in the performance of the contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any

manner prohibited by the laws of the United States or of the state of Connecticut. If the contract is for a public works project, the contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and supplies of materials on such project. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(b) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "Affirmative Action-Equal Opportunity Employer" in accordance with regulations adopted by the CCHRO;

(c) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a copy of these provisions, advising the labor union or worker's representative of the contractor's commitments under these provisions and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(d) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k, inclusive, and with each regulation or relevant order issued by said CCHRO;

(e) the contractor agrees to provide the City with such information requested by the City, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor.

3. Subcontractors

The contractor shall include the provisions of subsection (2) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the City and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CCHRO. The contractor shall take such action with respect to any such subcontract or purchase order as the City may direct as a means of enforcing such provisions.

The contractor agrees to comply with the CCHRO's requirements as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

GIFTS:

During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

PLEASE NOTE: THIS AGREEMENT IS PROVIDED AS AN EXAMPLE ONLY. THE ACTUAL CONTRACT SUBMITTED FOR YOUR FIRM'S SIGNATURE WILL VARY BASED UPON THE PARTICULARS OF THE SPECIFIC RFP/RFO PACKAGE.

AGREEMENT

THIS AGREEMENT dated the day of , 2014, by and between the **CITY OF STAMFORD**, a municipal corporation in the State of Connecticut, hereinafter referred to as the "City", 888 Washington Boulevard, Stamford, Connecticut 06904, acting herein by David R. Martin, its Mayor, hereunto duly authorized, and

hereinafter referred to as the "Contractor", acting herein by _____, duly authorized.

WITNESSETH

WHEREAS, the City of Stamford solicited Request for Proposals # _____ for _____
_____ ; and,

WHEREAS, the Contractor has responded to the City by submitting a Response to the Request for Proposal; and,

WHEREAS, the City has accepted the Contractor's Proposal for said work, pursuant to the terms hereinafter set forth.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES. The scope of services shall consist of those duties, functions, obligations, responsibilities, and tasks set forth in: (a) the City's Request for Proposal # _____, attached hereto as Exhibit A and made a part hereof; and (b) the Contractor's Proposal, Exhibit B attached hereto and incorporated herein.

2. COMPENSATION. The City shall pay as compensation to the Contractor a fee of

3. TIME OF COMMENCEMENT AND COMPLETION OF WORK. The Contractor shall commence the work hereunder upon the execution of this Agreement by both parties and shall substantially complete said work by . It is agreed and understood that time is of the essence and that Contractor's failure to substantially complete the work within the period allowed shall constitute a breach of this Agreement. Contractor's sole remedy for delays shall be an extension of time to complete the work and Contractor hereby waives any claims for consequential damages, including, but not limited to, principal office expense, loss of financing, reputation and/or lost profit.

4. REVIEW OF WORK. The Contractor will permit the City, its officers, agents, and employees, to review, at any time, all work performed under the terms of this Agreement at any stage of the work.

5. INDEMNIFICATION. The Contractor shall indemnify and hold harmless The City, its officers, agents and employees, from loss, cost, damage, injury, liability, and claim for injury to or death of a person, including employees of The Contractor or loss of or damage to property, resulting directly or indirectly from The Contractor's negligent performance pursuant to this Agreement, or by any omission to perform some duty imposed by law or this Agreement upon The Contractor, its officers, agents and employees. The foregoing indemnity shall include reasonable attorneys' fees and costs of suit, if applicable, and shall not be limited by reason of any insurance coverage required pursuant to this Agreement;

6. ASSIGNMENT. The Contractor shall not assign or transfer any portion of the work set forth herein without the prior written approval of the City.

7. BOOKS AND RECORDS. The Contractor shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of Agreement, settlement of claims, or any other matter pertaining to the Contractor's demand for compensation by the City for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement.

8. INSURANCE. The Contractor shall provide and pay for such insurance as is set forth in Exhibit A – Insurance Requirements of the City of Stamford, attached hereto as Exhibit A and made a part hereof.

9. REPRESENTATIONS. The Contractor represents that it is an expert in relation to the work to be performed under this Agreement. The Contractor further represents that it has the requisite skill, expertise, and knowledge necessary to perform the scope of services required under the terms of this Agreement, including any supplementary work and the City relies upon said representation in executing this Agreement.

10. INTERPRETATION. The parties agree that in the event of any ambiguity between the terms of this Agreement, the City's Request for Proposal (Exhibit A), and the Contractor's Proposal (Exhibit B), the City in its sole discretion shall determine the terms and/or the documents which shall prevail and take precedence.

11. NON-APPROPRIATION. Contractor acknowledges that the City is a municipal corporation and that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Representatives of funds sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the City may terminate this Agreement upon notice in writing to the Contractor.

12. SUBCONTRACTING. Aside from those subcontractors disclosed in The Contractor's Proposal, attached hereto as Exhibit B, if any, the Contractor is prohibited from further subcontracting the work of this Agreement or any part of it unless The City first approves such subcontracting in writing and approves, in writing, of the specific subcontractor(s) The Contractor proposes to be used. . The Contractor shall provide the City fully executed copies of the City of Stamford State of Connecticut Contractor Verification (in accordance with Public Act 16-67) Compliance Affidavit(s) for all proposed subcontractors. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void. Should The City approve of a proposed subcontractor, The Contractor agrees to comply with The City's Code of Ordinances § 103.4;

13. CONTRACT EXTRAS. Pursuant to Section 23-18.4C of the Code, it is specifically understood and agreed by the Contractor that all contract extras regarding this contract shall be governed by the City Charter and/or the Code. The City shall not be liable for payment of any additional costs unless the provisions of the City Charter and/or the Code are fully complied with. The provisions of the City Code can be found at www.municode.com

14. COMPLIANCE WITH CITY CODE PROVISIONS. The Contractor shall fully comply with the requirements of Sections 103-1 through 103-7 of the Code. Failure to so comply shall constitute a material breach of the terms of this Agreement, for which the City may unilaterally terminate the Agreement upon written notice to the Contractor. The provisions of the City Code can be found at www.municode.com

15. TERMINATION.

A. **TERMINATION FOR CAUSE.** If, through any cause, The Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if The Contractor shall violate any laws or any of the covenants, agreements, or stipulations of this Agreement, The City shall thereupon have the right to terminate this Agreement for cause by giving written notice to The Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, photographs, or other material prepared by The Contractor pursuant to its performance under this Agreement shall, at the option of The City, become The City's property. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory services completed up to the effective date of termination. The Contractor shall not be responsible for any claims resulting from The City's use of the documents on another project or changes made to the documents without The Contractor's express written permission;

The term "cause" includes, without limitation the following:

- 1) If The Contractor furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete;
- 2) If The Contractor fails to perform to The City's satisfaction any material requirement of this Agreement or is in violation of any specific provision thereof or any State or Federal law or requirement; or
- 3) If The City reasonably determines that satisfactory performance of this Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Should The City terminate this Agreement for cause, The Contractor shall not be relieved of liability to The City for any damages sustained by The City by virtue of any breach of this Agreement by The Contractor and The City may withhold any payment to The Contractor for the purposes of setoff until such time as the exact amount of damages due The City from The Contractor is determined.

B. **TERMINATION FOR CONVENIENCE.** The City may terminate this Agreement at any time The City determines that the purposes of the distribution of monies under the Agreement would no longer be served by the services provided. The City shall effect such termination by giving written notice of termination to The Contractor and specifying

the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of The City, become property of The City. If the Agreement is terminated by The City as provided herein, The Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of The Contractor pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to The City's right of set off for any damages pursuant to the terms of the Agreement;

16. DISPUTE RESOLUTION.

- A. **EXECUTIVE MEETING.** The parties shall endeavor to resolve all claims, disputes, or other matters in controversy arising out of or related to this Agreement ("Claims") through a meeting of the chief executives of each party, or their respective designees ("Executive Meeting").

A request for an Executive Meeting shall be made by a party in writing and delivered to the other party. The request may be made concurrently with the filing of a non-binding mediation as set forth herein. The Executive Meeting shall be a condition precedent to mediation unless 30 days have passed after the Executive Meeting has been requested with no meeting having been held.

The Executive Meeting shall be held in the place where the Project is located, unless another location is mutually agreed upon.

- B. **MEDIATION.** Any Claim subject to, but not resolved by, an Executive Meeting shall be subject to mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation.

The request may be made concurrently with the filing of arbitration but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- C. **ARBITRATION.** Any Claim subject to, but not resolved by, mediation shall, in the sole discretion of The City, be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law.

Any judgment will be entered or court action will be brought in a court of competent jurisdiction within the State of Connecticut.

- D. **PERFORMANCE DURING DISPUTE.** Unless otherwise directed by The City, The Contractor shall continue performance under this Agreement while matters in dispute are being resolved.
- E. **CLAIMS FOR DAMAGES.** Should either party to this Agreement suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

17. GOVERNING LAWS. This Agreement shall be governed by the laws of the State of Connecticut and the parties hereby waive any choice of law. Any action arising out of the duties and obligations of this Agreement shall be brought in either the Connecticut Superior Court in Stamford, Connecticut, or the Federal District Court in Bridgeport, Connecticut;

18. GIFTS: During the term of this Agreement, including any extensions, The Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of The City or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to The Contractor shall include its members, officers, directors, employees, and owners of more than 5% equity in The Contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated; and

19. CODE OF ETHICS. The Contractor shall comply with the Stamford Municipal Code of Ethics as codified in Chapter 19 of the City of Stamford Code of Ordinances and shall be considered an "employee", as defined in that Chapter, strictly for the purpose of compliance thereto. The Contractor is prohibited from using its status as a contractor to The City to derive any interest(s) or benefit(s) from other individuals or organizations.

25. PROHIBITION OF WASTES GENERATED FROM OIL & GAS DRILLING AND EXTRACTION ACTIVITIES. Pursuant to City of Stamford Ordinance No 1241 Supplemental, Prohibiting Wastes Generated from Oil and Gas Drilling and Extraction Activities, the Contractor warrants and represents that no materials containing natural gas or oil waste shall be purchased, acquired or utilized in any way in the construction or maintenance of any publically owned and/or maintained road or real property within the City and the Contractor further warrants and represents that no materials containing natural gas or oil waste shall be provided to the City.

Remainder of Page Intentionally Left Blank.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

CITY OF STAMFORD

Witness
Print:

By _____
David R. Martin, Mayor

Date: _____

THE CONTRACTOR

Witness
Print:

By _____
Date: _____

Approved as to Form:

Approved as to Insurance:

Chris Dellaselva
Asst. Corp. Counsel
Date: _____

David S. Villalva
Acting Risk Manager
Date: _____

REVISED: 5/18/2018

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS**

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

| | |
|--|---|
| <p>White (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p>Black (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa.</p> <p>Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p> | <p>Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p>American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p> |
|--|---|

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I – Bidder Information

| | |
|--|---|
| <p>Company Name:</p> <p>Street Address:</p> <p>City & State:</p> <p>Chief Executive:</p> | <p>Bidder Federal Employer Identification Number:</p> <p>Or</p> <p>Social Security Number:</p> |
| <p>Major Business Activity: (brief description)</p> | <p>Bidder Identification (response optional/definitions on page 1)</p> <p>-Bidder is a small contractor? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>-Bidder is a minority business enterprise? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(If yes, check ownership category)</p> <p>Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/></p> <p>American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/></p> <p>Individual(s) with a Physical Disability <input type="checkbox"/> Female <input type="checkbox"/></p> <p>-Bidder is certified as above by State of CT? Yes <input type="checkbox"/> No <input type="checkbox"/></p> |
| <p>Bidder Parent Company: (If any)</p> | |
| <p>Other Locations in CT: (If any)</p> | |

PART II - Bidder Nondiscrimination Policies and Procedures

| | |
|--|--|
| <p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes <input type="checkbox"/> No <input type="checkbox"/></p> |
| <p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <input type="checkbox"/> No <input type="checkbox"/></p> |
| <p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>9. Does your company have a mandatory retirement age for all employees? Yes <input type="checkbox"/> No <input type="checkbox"/></p> |
| <p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p> |
| <p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p> |
| <p>6. Does your company have a collective bargaining agreement with workers? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT? Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>12. Does your company have a written affirmative action Plan? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If no, please explain.</p> |
| | <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, give name and phone number:</p> |

1. Will the work of this contract include subcontractors or suppliers? Yes ☐ No ☐

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes ☐ No ☐

PART IV - Bidder Employment Information

Date:

| JOB CATEGORY* | OVERALL TOTALS | WHITE (not of Hispanic origin) | | BLACK (not of Hispanic origin) | | HISPANIC | | ASIAN or PACIFIC ISLANDER | | AMERICAN INDIAN or ALASKAN NATIVE | |
|---|-------------------|-----------------------------------|--------|-----------------------------------|--------|----------|--------|---------------------------------|--------|--------------------------------------|--------|
| | | Male | Female | Male | Female | Male | Female | Male | Female | Male | Female |
| Management | | | | | | | | | | | |
| Business & Financial Ops | | | | | | | | | | | |
| Marketing & Sales | | | | | | | | | | | |
| Legal Occupations | | | | | | | | | | | |
| Computer Specialists | | | | | | | | | | | |
| Architecture/Engineering | | | | | | | | | | | |
| Office & Admin Support | | | | | | | | | | | |
| Bldg/ Grounds Cleaning/Maintenance | | | | | | | | | | | |
| Construction & Extraction | | | | | | | | | | | |
| Installation, Maintenance & Repair | | | | | | | | | | | |
| Material Moving Workers | | | | | | | | | | | |
| Production Occupations | | | | | | | | | | | |
| TOTALS ABOVE | | | | | | | | | | | |
| Total One Year Ago | | | | | | | | | | | |
| FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE) | | | | | | | | | | | |
| Apprentices | | | | | | | | | | | |
| Trainees | | | | | | | | | | | |

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

| | | | | | | |
|--|--------------------------|--------------------------|----|------------------------------------|---|--|
| 1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used) | | YES | NO | % of applicants provided by source | 2. Check (X) any of the below listed requirements that you use as a hiring qualification (X) | 3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination |
| State Employment Service | <input type="checkbox"/> | <input type="checkbox"/> | | Work Experience | | |
| Private Employment Agencies | <input type="checkbox"/> | <input type="checkbox"/> | | Ability to Speak or Write English | | |
| Schools and Colleges | <input type="checkbox"/> | <input type="checkbox"/> | | Written Tests | | |
| Newspaper Advertisement | <input type="checkbox"/> | <input type="checkbox"/> | | High School Diploma | | |
| Walk Ins | <input type="checkbox"/> | <input type="checkbox"/> | | College Degree | | |
| Present Employees | <input type="checkbox"/> | <input type="checkbox"/> | | Union Membership | | |
| Labor Organizations | <input type="checkbox"/> | <input type="checkbox"/> | | Personal Recommendation | | |
| Minority/Community Organizations | <input type="checkbox"/> | <input type="checkbox"/> | | Height or Weight | | |
| Others (please identify) | <input type="checkbox"/> | <input type="checkbox"/> | | Car Ownership | | |
| | <input type="checkbox"/> | <input type="checkbox"/> | | Arrest Record | | |
| | <input type="checkbox"/> | <input type="checkbox"/> | | Wage Garnishments | | |

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

| | | | |
|-------------|---------|---------------|-------------|
| (Signature) | (Title) | (Date Signed) | (Telephone) |
|-------------|---------|---------------|-------------|

CITY OF STAMFORD, CONNECTICUT

REQUEST FOR PROPOSALS

FOR

PROFESSIONAL AUDITING SERVICES

January 16, 2019

Introduction

The Office of Administration of the City of Stamford, Connecticut (the "City") is requesting proposals for professional auditing services from qualified firms of certified public accountants ("Auditor"), in accordance with the provisions of the Connecticut General Statutes, to conduct an examination and to render an opinion on the comprehensive annual financial statements (CAFR) of the City of Stamford, the Single Audit Reporting Package (as defined), three (3) of the City's pension plans, and the Stamford Water Pollution Control Authority ("SWPCA"). The auditing services required are those for the fiscal years ending June 30, 2019, June 30, 2020 and June 30, 2021, with the option of an additional two (2) one (1) year terms, subject to approval by both the Auditor and the City.

Issuing Office

This Request for Proposals (RFP) is being issued by the City's Purchasing Department on behalf of the Controller's Office. The issuing officer is the Purchasing Manager or her designee.

Inquiries

All inquiries regarding this RFP must be in writing and must be addressed to:

Erik Larson
Purchasing Manager
City of Stamford
888 Washington Boulevard
Stamford, CT 06901
Telephone: 203.977.4107
elarson@stamfordct.gov

Technical inquiries regarding the services requested in conjunction with this RFP must be in writing and, in addition to the Purchasing Manager, should be addressed to:

David A. Yanik
Controller
City of Stamford
888 Washington Boulevard
Stamford, CT 06901
Telephone: 203.977.4186
dyanik@stamfordct.gov

The deadline for submitting any questions related to this RFP is February 6, 2019. Responses to all questions will be furnished through a formal addendum following the closing date listed herein.

Incurring Cost

The City will not be held responsible for any costs incurred by the respondents for work performed in preparation and production of a proposal or for any work performed prior to the issuance of a contract.

Rejection/Acceptance of Proposals

The City reserves the right to refuse for any reason deemed to be in the City's best interest any and/or all proposals submitted under this RFP.

This RFP is not an offer to contract. Even if all requirements in this RFP are met, acceptance of a proposal neither commits the City to award a contract to any respondent, nor limits its right to further negotiate in the best interest of the City. The City reserves the right to contract with any respondent for any reason.

Addenda to RFP

Amendments to this RFP may be necessary prior to the closing date and will be furnished to all prospective respondents. Failure to acknowledge receipt of amendments in accordance with the instructions contained in the amendment may result in the proposal not being considered.

I. Submission of Proposals

Each respondent must submit one original and eight (8) copies plus 2 USB copies of their proposal in a sealed envelope bearing on the outside the name of the respondent, full address, name of the project for which the proposal is submitted and the date and time the proposal is due to:

Erik Larson
Purchasing Manager
City of Stamford
Purchasing Department
888 Washington Boulevard
Stamford, CT 06901
Attn: Professional Auditing Services

These proposals must be received by the City no later than Thursday, February 21, 2019, at 4:00 p.m. Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the proposer. Neither faxed nor emailed RFP responses will be accepted as qualified RFP submission.

A respondent may correct, modify, or withdraw a proposal by sealed written notice, clearly marked as a correction, modification, or withdrawal, and received by the Purchasing Department prior to the time and date set forth for proposal submission.

Proprietary Information

The City will not disclose any portion of the proposals except to members of the proposal evaluation committee prior to contract award. The City retains the right to disclose the name of the successful respondent, the financial considerations and any other information in the proposal that is pertinent to the selection of the respondent and the awarding of the contract.

Independent Project Cost Determination and Gratuities

By submission of a proposal, the respondent certifies that:

The financial data in this offer has been arrived at independently, without consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other respondent or competitor.

The financial data quoted in this offer will not change for a period of one hundred twenty (120) days after the receipt date at the City of this offer.

Unless otherwise required by law, the financial data which has been quoted in this offer have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to award, directly or indirectly to any other respondent or to any competitor.

No attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

No elected official or appointed official or employee of the City shall benefit financially or materially from this contract.

Prime Contractor Responsibility

Respondents submitting proposals in response to this RFP may not utilize the service of subcontractors without the prior written approval of the City.

Availability of Funds

The contract award under this RFP is contingent upon the approval of funding for this contract as included in the City's annual operating budget. In the event that funding is not approved or not available, any contract resulting from this RFP will become void (i.e., of no force and effect).

Termination for Default or for the Convenience of the Contracting Agency

Performance under any contract resulting from this RFP may be terminated by the City whenever:

The contracting agency shall default in the performance of the contract and shall default within the period specified by the contracting officer in a notice specifying default; or

The City shall determine that termination is in the best interest of the City.

Termination will be effected by delivery to the contracting agency a notice to terminate, stating the date upon which the termination becomes effective.

In the event of termination of any contract resulting from this RFP as a result of a breach by the contracting agency hereunder, the City shall not be liable for any fees and may, at its sole option, award a contract for the same services to another qualified contracting agency with the best proposal or call for new proposals and award the contract thereunder. The contracting agency shall be responsible for any direct and consequential damages as a result of its breach, including but not limited to, extra costs required under the new contract assuming it is for similar services.

Ambiguity in the Request for Proposals (RFP)

Prior to submitting a proposal, respondents are responsible for bringing to the City's attention any ambiguity in this RFP. Failure to do so shall result in the respondent forfeiting any claim for adjustment based on such ambiguity as should have been noted by a prudent respondent.

In the event of any ambiguity between the City's RFP and the respondent's proposal, whatever shall be more favorable to the City as determined in the sole discretion of the City shall prevail and take precedence.

Ownership Information

The City shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information developed, derived, documented or furnished by the respondent under any contract resulting from this RFP.

In the event of contract award, all data collected and other documentation produced as part of the contract will become the exclusive property of the City and may not be copied or removed by any employee of the respondent without the express written permission of the City.

Negotiated Changes

In the event negotiated changes occur after the awarding of the contract, any policies called for in the original contract will remain in effect.

Contract Agreement

The selected respondent will be required to agree to and sign a formal written contract with the City as prepared by the City's Legal Affairs Department.

The contract shall be for a three (3) year period and shall become effective immediately upon execution by all parties with the delivery of all specified services to commence with the audit for the fiscal year ending June 30, 2019. The contract entered into between the City and the selected respondent shall extend for a three (3) year term through and including the audit for the fiscal year ending June 30, 2021. The contract may be extended on an annual basis for up to two (2) one (1) year extensions at the discretion of the City's Board of Finance.

Compensation for services shall be a fixed fee for each year of the three (3) year term of the contract. The fixed fee shall include a minimum number of hours to be allocated to the partner-in-charge, supervising manager, and field staff. Upon request, the selected respondent will provide the City with a statement of chargeable hours to substantiate their billings. Any optional annual extensions shall be performed at fees to be negotiated before the extension option is exercised and the fees quoted for any extension cannot exceed 110% of the original fee quote.

Insurance Requirements

The selected respondent, upon the signing of the formal contract, will be required to deliver an insurance certificate in amounts, named insureds, and terms acceptable to the City's Risk Manager. See attached insurance requirements.

Competition Intended

It is the City's intent that this RFP generate competitive proposals from respondents. It shall be the respondent's responsibility to advise the City in writing if any language, requirement, scope, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the City not later than seven (7) days prior to the date set for acceptance of proposals.

Tax Exempt

The City is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the bid price nor any subsequent invoice for progress billing.

Scope of Services

I. GENERAL INFORMATION

The City is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal years ending June 30, 2019, June 30, 2020 and June 30, 2021.

Governing Standards - These audits are to be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards for financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance); and the provisions of Sections 4-230 through 4-236 of the Connecticut General Statutes concerning the *State Single Audit Act*.

The auditor(s) shall state that the primary purpose of the audit is to express an opinion on the general purpose financial statements taken as a whole and that the audit is subject to the inherent risk that errors or irregularities may occur and not be detected.

II. DESCRIPTION OF THE GOVERNMENT

A. General

The auditor's principal contact with the City will be David A. Yanik, Controller, the designated representative, who will coordinate the assistance to be provided by the City to the auditor.

B. Background Information

There are a variety of documents that provide background information regarding the scope of the City's operations and services, demographics, fund structure, basis of accounting, federal and state assistance relative to the Single Audit, the City's pension plans, and the SWPCA.

More detailed information on the City's administration, governing boards, Charter/Ordinances, and its finances can be found in the following documents, which are available on the City's website at: www.stamfordct.gov.

Fiscal 2018 and prior audit reports:

- o City CAFR
- o Single Audits (State and Federal)
- o Pensions – CERF, Custodian and Mechanics, and Firefighter Trust Fund Plans
- o SWPCA

Adopted Budgets for Fiscal 2019 and prior

Official Statements for all recent Bond Sales

City Charter and Ordinances, including Financial Policies required by the Board of Finance

Accounting Policy and Procedures Manual

The City received the GFOA Certificate of Achievement for Excellence in Financial Reporting for its CAFRs for the last thirty years through June 30, 2017. (The F2018 CAFR application has been submitted and the City is anticipating a positive response.)

C. Fund Structure

All of the funds reported on in the CAFR, the Adopted Budgets, and the pension plan financial statements, are under general ledger control and included in the account groups for financial reporting purposes.

D. Basis of Accounting

The City prepares its financial statements on a basis consistent with generally accepted accounting principles; i.e., government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary funds, while the governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Encumbrances are recognized as a valid and proper charge against a budget appropriation in the year in which the purchase order, contract or other commitment is issued and, accordingly, encumbrances outstanding at fiscal year-end are reflected in budgetary reports as expenditures of the respective year end (June 30).

E. Pension Plans

City employees participate in pension plans, as follows:

- All full-time City and Board of Education employees, except for those eligible for participation in the State Teachers' Retirement System, participate in a single employer defined benefit pension plan. They are:
 - Classified Employees Retirement Plan (CERF);
 - Custodian and Mechanics Retirement Plan;
 - Firefighter's Pension Plan; and,
 - Police Pension Plan (audit is NOT part of this RFP).
- Certified teachers, principals, superintendents and supervisors employed by the City are eligible to participate in the State of Connecticut Teachers' Retirement System. This system is a cost-sharing multi-employer defined benefit pension plan, with the State acting as a non-employer contributor, which is administered under the provisions of Chapter 167a of the Connecticut General Statutes (audit is NOT part of this RFP).
- Separate funds exist for the City's Other Post-Employment Benefits (OPEB) Trust and for the City's health benefits for workers' compensation self-insurance. Although these funds are part of the City's annual audit, separate audit reports are not issued on these funds.

Actuarial services for City and Board of Education pension plans are provided by Milliman, Inc.

F. Stamford Water Pollution Control Authority (SWPCA)

The SWPCA was established by local ordinance pursuant to state statute. It was created to operate and maintain the wastewater collection and treatment system for the City and the Town of Darien, serving a population of approximately 130,000 in Stamford and approximately 24,000 in Darien, including residential, commercial, governmental and non-profit customers.

III. INFORMATION PROVIDED BY THE CITY

A. Statements, Schedules, and Other Pertinent Information

The staff of the City's Controller's Department will prepare or provide the following statements and schedules:

- Adjusted trial balances for all funds
- Detailed schedules of revenues, encumbrances, expenditures, accounts payable and accounts receivable
- Detailed balance sheets and subsidiary account activity
- Check registers for all bank accounts
- Bank reconciliations for all bank accounts
- Analysis of accounts as requested
- Investment activity schedules
- Debt and debt service schedules
- Details of capital project expenditures by project on a life cycle (inception-to-completion) basis
- Fixed assets schedules
- Payroll records
- Tax collector's report and tax collection schedules
- Schedule of accruals
- Budget reconciliations and related schedules
- Pension schedules
- Actuarial reports for pension and OPEB plans
- CAFR statistical tables
- Management's discussion and analysis

- Process documentation for purposes of evaluating the design and operating effectiveness of internal control over financial reporting

B. General

Office space will be provided in the Finance Department during the engagement with access to: telephones, photocopy machines, faxes and scanners; internet access; and, access to financial systems, and electronic and hard copy records, as appropriate. The auditor may request additional computer equipment and/or other equipment as may be needed. The auditor should be aware that the use of City telephones, equipment and services is restricted to this audit engagement only and is not available for use to service the auditor's other clients or for personal use of the auditor's employees.

IV. NATURE OF SERVICES REQUIRED

A. General

The City is soliciting the services of qualified firms of certified public accountants to audit its financial statements, including the SWPCA, and its pension funds, for the fiscal years ending June 30, 2019, 2020 and 2021 with the option of two (2) additional one (1) year extensions at the discretion of the City's Board of Finance. These audits are to be performed in accordance with the provisions contained in this RFP.

B. Qualifying Requirements

Qualified Firm:

Firms submitting proposals must be qualified to perform independent audits of municipalities in the State of Connecticut. Firms must have been engaged during the fiscal year ending June 30, 2018 as independent auditors for the purpose of rendering an opinion on the annual financial statements of a municipality with a population of at least 50,000 in the State of Connecticut.

Location:

The auditors must have an office located within the State of Connecticut and resident staff must be able to offer the full range of auditing services required by this RFP.

Reports:

Each respondent shall submit electronic copies of at least two recent CAFRs issued by municipalities in the State of Connecticut in which their opinion is contained. Both of these reports shall have been awarded the GFOA Certificate of Achievement for Excellence in Financial Reporting.

Other:

Supervisory members of the firm's audit team, including the "in-charge" field auditor, must be Certified Public Accountants and have a minimum of five (5) years of municipal audit experience in the States of Connecticut or New York. The proposal evaluation committee will consider municipal audit experience and professional certifications in evaluating the qualifications of the respondent's audit team.

Respondents must provide a listing of their current Connecticut municipal audit clients and any municipal audit clients lost or gained during the last two calendar years (2017 and 2018).

C. Scope of Work to be Performed

The City desires the auditor to express an opinion on the fair presentation of its basic financial statements, the combining and individual non-major fund financial statements and schedules, in conformity with generally accepted accounting principles.

The auditor is not required to audit the supporting schedules, Management's Discussion and Analysis or the Budgetary Comparison contained in the City's CAFR. However, the auditor is to provide an "in-relation-to" report on the supporting schedules and information based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund

financial statements and schedules. The auditor is not required to audit the introductory section of the report or the statistical section of the report.

The auditor will be entirely responsible for the printing of draft and final versions of the reports (CAFRs and financial statements, including any charts and graphs) before December 15 (final draft) each year for the previous fiscal year. A PDF or similar read-only electronic version of the CAFR that is able to be posted on the City's website will be provided to the City at that time.

D. Auditing Standards to be Followed

The audit shall be performed in accordance with provisions outlined on page 5 in the section titled:

Scope of Services

I. GENERAL INFORMATION

Governing Standards

E. Deliverables - Reports to be Issued by the Auditors

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue, as required by generally accepted auditing standards, and Government Auditing standards, Uniform Guidance, and the Connecticut General Statutes, including but not limited to the following:

- CAFR for the City (30 copies)
- Pension Trust Fund Reports for CERF, Custodian, and Firefighter's Pension Funds (20 copies of each)
- Financial statements for the SWPCA (20 copies)
- Management Letters for the City and the SWPCA (20 copies)
- State Single Audit Report (20 copies)
- Federal Single Audit Report (20 copies)
- Electronic versions (PDF files) of all of the reports above
- State OPM Filing (CAFR, State Single Audit Reports, Federal Single Audit Report and Management Letter)
- Single Audit Reporting Package to Federal Audit Clearing House (electronic filing)
- Municipal Audit Questionnaire for State OPM
- EFS Report for the City's Board of Education
- Report to the Audit Committee of the Board of Finance on the fair presentation of the financial statements in conformity with generally accepted accounting principles
- Report on internal control over financial reporting based on audit work performed in accordance with *Government Auditing Standard*
- Report on the Schedule of Expenditures for Federal Financial Assistance and for State Financial Assistance
- Completed Form SF-SAC, Data Collection Form for Reporting on Audits of State, Local Governments and Non-Profit Organizations, to be submitted in accordance with the current method of submission for Form SF-SAC and Single Audit Reporting Packages (per OMB Notice) to the Federal Audit Clearinghouse Internet Data Entry System

The auditor will also have the following reporting responsibilities with respect to Communicating Internal Control-Related Matters in accordance with SAS No. 60, and its successors SAS No. 112 and SAS No. 115, Communication of Internal Control-Related Matters Identified in an Audit:

1. **Material Weaknesses and Significant Deficiencies** - Any deficiencies in the design or operation of the City's internal control over financial reporting, must be promptly brought to the attention of the Audit Committee and the Controller's Office (or "levels above," if appropriate). The auditor should use the definition of a material weakness and significant deficiencies as set forth in SAS No. 60, and its successors SAS No. 112 and SAS No. 115, Communication of Internal Control-Related Matters Identified in an Audit.

2. **Other Control Deficiencies** - If during the course of this engagement, the auditor finds deficiencies in the City's internal control over financial reporting that do not meet the SAS No. 60, and its successors SAS No. 112 and SAS No. 115, Communication of Internal Control-Related Matters Identified in an Audit.
3. **Non-Material instances of Noncompliance** - Uniform Guidance requires that all material instances of noncompliance with applicable laws and regulations be included in the auditors' report on compliance.
4. **Errors and irregularities, etc.** - The auditor's responsibilities for reporting errors and irregularities are set forth in SAS No. 53, and its successor SAS No. 82, Consideration of Fraud in a Financial Statement Audit. The auditor will also be required to report any indications of abnormalities, non-recurring or extraordinary items or one-time changes in the pattern of City expenditures or procedures in writing to the Chairman of the Audit Committee.
5. **Illegal acts and indications of illegal acts** - The auditor's responsibilities for reporting illegal acts and indications of illegal acts are set forth in SAS No. 54, and its successor SAS No. 109, Understanding the Entity and Its Environment and Assessing the Risks of Material Misstatement.
6. **Risks Associated with the Legal and Regulatory Environment** - SAS No. 109, Understanding the Entity and Its Environment and Assessing the Risks of Material Misstatement, formalizes the linkage between the risk of material misstatement in an entity's financial statements and the overall operating environment of an entity. SAS 109 requires the auditor to obtain an understanding of the risks associated with the entity's regulatory, legal, and political environment, including environmental requirements. When significant risks exist, the auditor is required to evaluate the design of the entity's related internal controls and determine whether the controls have been implemented and are effectively operating.
7. **Other matters to be brought to the Audit Committee's attention** - SAS No. 61, and its successors SAS No. 114 and 115, The Auditor's Communication with Those Charged with Governance, requires the auditors to determine that certain matters related to the audit are communicated to the Audit Committee including: significant accounting policies, management judgments and accounting estimates, significant audit adjustments, disagreements with management, consultations with other accountants, major issues discussed with management prior to retention, difficulties encountered in performing the audit, a written list and explanation of all adjustments made to the financial reports and Management Letter between its draft and final issuance.

F. Special Considerations

1. The City will send its CAFR to the Government Finance Officers Association for review in its Certificate of Achievement for Excellence in Financial Reporting program in a timely manner.
2. The schedule of federal and state financial assistance and related auditor's reports, as well as the reports on the internal control structure and compliance, are to be issued separately from the CAFR.
3. During the course of the contract period, the City will likely prepare one or more official statements in connection with the sale of debt securities which will contain the basic financial statements and the auditor's opinion thereon. The auditor shall be required, if requested by the City's Financial Advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters." Please state the proposed cost, if any, of such possible "consent" and "comfort" letters.
4. During the course of the contract period, the auditor will conduct a review of the information technology general control environment and related application controls for financially significant systems and update that review for any new system implementations as part of its yearly service provisions in accordance with the amounts included in the fee proposal.

G. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the City of the need to extend the retention period. The auditor will be required to make working papers available, upon request by the City. In accordance with the requirements of Government Auditing Standards and of the Single Audit Act Amendments of 1996, the auditor is required to provide access to the working papers and copies thereof to a federal agency or the Comptroller General of the United States upon their request for their regulatory oversight purposes. If such a request is made, the auditor will inform the Controller prior to providing such access.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

H. Other Audit Services

Periodically, the City and/or the Chairman of the Audit Committee may request separate ad hoc audits be performed. The independent auditor will be expected to perform these audits and any other audit services requested by the City or the Chairman of the Audit Committee that are outside of the standard audit at the hourly rate stated in Appendix A.

I. Implied Requirements

All services not specifically mentioned in this RFP that are necessary to provide the functional capabilities described by the auditor shall be included in the Scope of Services.

J. Report Submissions

Copies of all reports shall be addressed to the Chairman of the Audit Committee of the Board of Finance. The following timetable for financial reporting has been established for Fiscal Year 2019 based on the requirements of the City Charter as well as those of the State of Connecticut and the federal government. These reporting deadlines must be adhered to.

| <u>Description</u> | <u>Draft Report</u> | <u>Final Report</u> |
|--|----------------------------|----------------------------|
| City CAFR and SWPCA – Charter Requirement (Note 1) | October 31 | December 31 |
| Pension Reports for CERF, Custodians, and Firefighter's Plans | November 30 | February 28 |
| Comprehensive Annual Report – Certificate of Achievement Format (Note 2) | November 30 | December 31 |
| State of Connecticut Audit Questionnaire | November 30 | December 31 |
| State and Federal Single Audit Reports (Note 3) | November 30 | December 31 |
| BOE Forms EFS, ED025 and Report DREA 690 | November 30 | December 31 |
| Single Audit Reporting Package sent to Federal Clearing House | n/a | December 31 |
| Management Letter | December 31 | January 31 |

Notes:

- (1) Required by City Charter, as revised in November 2012, draft report must be available within four (4) months of the fiscal year-end (Sec. C6-20-8)
- (2) Additional statistical data would be included (not required by the State)
- (3) Covers all Federal and State grants and the due date for filing of reports
- (4) Dates indicated are next business day if they fall on a weekend or a holiday

V. GENERAL PROPOSAL REQUIREMENTS

A. General Requirements

1. Submission of Proposals

The original Proposal and seven copies are to include the following:

- **Title Page**
Title page showing the Request for Proposal's subject; firm name; name, address and telephone number of primary contact person; and the date of the proposal. **Please clearly indicate the RFP number you are responding to.**
- **Table of Contents**
- **Transmittal Letter**
Signed transmittal letter briefly stating the respondent's understanding of the work to be performed, the commitment to perform the work within the required time period, a statement as to why the respondent believes itself to be the best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the period covered.
- **Fee Proposal**
The detailed fee proposal should include all of the information required to complete Exhibit A in its entirety.

2. Independence

The respondent should provide an affirmative statement that it is independent of the City as defined by generally accepted accounting standards and the U.S. Comptroller General's *Government Auditing Standards* (2003).

The respondent should also list and describe any of its professional relationships – past or present -- with the City, the Board of Education and any of its agencies during the previous five (5) years, together with a statement explaining why such relationships do not constitute a 'conflict of interest' relative to performing the proposed audit work.

In addition, the contracted firm shall promptly give the City written notice of any professional relationships entered into during the period of this contract that may impact its independence.

3. License to Practice in Connecticut

An affirmative statement should be included indicating that the firm and all key professional staff are properly qualified to practice in Connecticut.

4. Firm Qualifications and Experience

The respondent should state the size of the respondent's firm, the size of its governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be assigned to this engagement on a full-time basis and the number and nature of the staff to be so assigned on a part-time basis.

The respondent shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the last three (3) years. In addition, the respondent shall provide information on the circumstances and status of any disciplinary action taken or pending against the respondent's firm during the past three (3) years with state and federal regulatory bodies or professional organizations.

The respondent is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

5. Partner, Supervisory and Staff Qualifications and Experience

The respondent should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is licensed to practice as a certified public accountant in Connecticut. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Provide all pertinent information regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the continuity and service quality of the staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City. However, in either case, the City retains the right to approve or reject such replacements. In addition, any consultants or firm specialists mentioned in response to this RFP can only be changed with the express prior written permission of the City, which retains the right to approve or reject such replacements.

Other audit personnel may be changed at the discretion of the respondent provided that replacements have substantially the same or better qualifications or experience.

6. Similar Engagements with Other Government Entities

For the respondent firm's office that will be assigned responsibility for the audit, list the five (5) most significant engagements performed in the last three (3) years that are similar in size and scope to the engagement described in this RFP. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact. Also indicate the financial and payroll/human resources software programs used by each of the clients identified.

7. Specific Audit Approach

The proposal should set forth a definitive work plan, including an explanation of the audit methodology to be followed, to perform the services required in this RFP. In developing the work plan, reference should be made to such sources of information as the City's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Respondents will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement
- c. Sample size and the extent to which statistical sampling is to be used in the engagement
- d. Extent of use of software in the engagement
- e. Type and extent of analytical procedures to be used in the engagement
- f. Approach to be taken to gain and document an understanding of the internal control over financial reporting
- g. Approach to be taken in determining laws and regulations that will be subject to audit test work
- h. Approach to be taken in drawing audit samples for purposes of tests of compliance

8. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the respondent's approach to resolving these problems and any special assistance that will be requested from the City.

9. Report Format

The proposal should include sample formats for required reports.

B. Procedural Matters

1. Engagement Letter

The auditor shall annually submit an engagement letter to the Chairman of the Audit Committee of the Board of Finance and the Controller outlining the proposed terms of the engagement for that year. The engagement letter shall be the basis for ratification of the auditors by the Board of Finance and, subject to review by the City's Legal Affairs Department as to form and signature by the Mayor, and shall constitute an annual contract between the auditor and the City.

2. Pre-Audit Conference

After the engagement letter is signed, the auditor shall meet with the Controller and his staff at a pre-audit conference to discuss the schedule of the audit and the information needed to complete the audit.

3. Written Work Plan and Schedule

The auditor shall submit a detailed written work plan and schedule for the audit to the Controller and his staff at a pre-audit conference to discuss the schedule of the audit and the information needed to complete the audit.

4. Auditor Availability

The auditor shall be available to meet with elected or appointed City officials, at their request and at their regular meeting times, typically between 5:00 p.m. and 9:00 p.m., to discuss the audit and any other related financial matters. The auditor will be expected to address the Audit Committee at least three (3) times during the audit (most likely at meetings held in the months of November, January and February) to keep the Audit Committee apprised of issues and the status of the audit and to review the completed audit report.

5. Management Letter Draft before Final Publication

The auditor shall submit a draft of the Management Letter to the Controller and to the Chairman of the Audit Committee in advance of its final publication. These City officials shall have the opportunity to respond to or to otherwise comment on the draft before it is published in its final format.

6. Post-Audit Conference with the Board of Finance

The auditor shall meet with the Board of Finance at a post-audit conference to review the financial statements, compliance reports and the management letter. This conference generally takes place at the Board's regular meeting time of approximately 7:00 p.m.

C. Fee Proposal

1. Total All-Inclusive Maximum Fee

The fee proposal should contain all fee information relative to performing the audit engagement as described in this RFP. The total all-inclusive maximum fee to be bid should contain all direct and indirect costs including all estimated out-of-pocket expenses.

The City will not be responsible for expenses incurred in preparing and submitting the technical proposal or the fee proposal. Such costs should not be included in the proposal.

2. Fixed Fees by Category

The pricing proposal should include a schedule of professional fees and expenses, presented in the format provided in the attachment (Appendix A), that supports the total all-inclusive price.

3. Rates for Additional Professional Services

If it should become necessary for the City to request the auditor to render any additional services requested in this Request for Proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the auditor. Any such additional work agreed to between the City and the auditor shall be performed at the same rates set forth in the schedule of fees (including hourly rates) included in the pricing proposal in Appendix A.

4. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement in accordance with the firm's fee proposal. Interim billings shall cover a period of not less than a calendar month. Indicate your proposed schedule of billing dates during the contract.

VI. EVALUATION OF PROPOSALS

A. Proposal Evaluation Committee

Proposals submitted will be evaluated by a Proposal Evaluation Committee (which may include members of the Board of Finance Audit Committee, the Board of Representatives Fiscal Policy Committee, the Controller, the Director of Administration, and/or the Purchasing Manager). **Although each respondent's fee proposal is an important consideration, the Proposal Evaluation Committee is not required to base their selection on the lowest proposed fees** (see section B. Evaluation Criteria).

B. Evaluation Criteria

The following represent the principal selection criteria that will be considered during the evaluation process:

1. General Requirements

A. Auditor Independence.

1. The respondent's firm is independent and licensed to practice in Connecticut.
2. The respondent's firm has no conflict of interest with regard to any other work performed by the firm for the City.

B. Quality Assurance.

1. The respondent's professional personnel have received adequate continuing professional education within the preceding three (3) years.
2. The respondent's firm submits a satisfactory copy of its most recent external quality control review report and the firm has a record of quality audit work.
3. The respondent's firm adheres to the instructions in this RFP in preparing and submitting the proposal.
4. The respondent's firm submits copies of at least two (2) recent Comprehensive Annual Financial Reports issued for Connecticut or New York municipalities in which their opinion is contained. Both shall have been awarded the GFOA Certificate of Achievement for Excellence in Financial Reporting.

2. Technical Qualifications

A. Expertise/Experience

1. Demonstrated experience in municipal audit services with comparable size cities (e.g. population over 50,000 and/or city total annual budget over \$250 million).
2. Level of expertise and experience of the respondent firm's professional staff to be assigned to this engagement and the qualifications/credentials of the respondent firm's management support personnel to be available for technical consultation.
3. Experience with the preparation of federal and state financial assistance and related reports.
4. Experience in providing assistance to meet the requirements of the Certificate of Achievement for Excellence in Financial Reporting program.

B. Proposed Audit Approach

1. Audit Plan:

- (a) Describe how the respondent's firm intends to conduct the audit in the first year versus subsequent years.

- (b) Describe the audit "service delivery plan" including what will be done, by whom, how and where. Provide detail on audit staffing/resource plans.
 - (c) Describe how the services will be coordinated and monitored and how access to them will be ensured through progress reporting, and conferences.
2. Internal Controls Assessment:
- (a) Define scope of proposed work related to assessment of internal controls and compliance practices.

3. Resources/Capabilities

- A. Respondent's firm has sufficient available qualified resources to meet City's immediate audit service staffing and timing needs (i.e. fiscal 2014) and will commit the requisite high caliber team to manage the City's account relationship.
- B. Respondent's firm has the depth and breadth of resources and demonstrated ability to assist the City in implementing "best practices" in accounting, financial management (including internal controls) and public reporting.

C. Oral Presentations

During the evaluation process, the Proposal Evaluation Committee may, at its discretion, request any one or all respondent firms to make oral presentations. Such presentations will provide respondent's firms with an opportunity to answer any questions the Proposal Evaluation Committee may have on their proposal. Not all respondent firms may be asked to make such oral presentations.

D. Right to Reject Proposals

The City reserves the right to reject any and/or all proposals submitted, to request additional information from any respondent and to negotiate with any of the respondents regarding the terms of the engagement. *As noted above, the City intends to select the respondent that, in its opinion, best meets the City's needs, and that may not necessarily be the respondent that proposes the lowest fees.*

Proposed Audit Fees:

| | Year 1 | Year 2 | Year 3 |
|---|--------|--------|--------|
| <u>General Audit</u> | | | |
| City CAFR | _____ | _____ | _____ |
| Pension Plan Audit(s) (in total, for all 3 audits) | _____ | _____ | _____ |
| SWPCA Financial Statements | _____ | _____ | _____ |
| Estimated Out of Pocket Expenses - City | _____ | _____ | _____ |
| Estimated Out of Pocket Expenses - Pensions | _____ | _____ | _____ |
| Estimated Out of Pocket Expenses - SWPCA | _____ | _____ | _____ |
| Hourly Rates for Audit Services Outside the Scope of the Annual Audit | _____ | _____ | _____ |

Hours and Hourly Rates Provided for in Proposed Audit Fees (above):

| | | | |
|----------------------------|-------|-------|-------|
| Partner in Charge of Audit | _____ | _____ | _____ |
| Review Partner | _____ | _____ | _____ |
| Supervising Manager | _____ | _____ | _____ |
| Audit Staff | _____ | _____ | _____ |
| Other (specify) _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

GUARANTEES AND WARRANTIES

Respondent guarantees that it can and will provide and make available, at a minimum, all services set forth in this Request for Proposals (RFP).

Respondent warrants the following:

1. Respondent is willing and able to comply with State of Connecticut laws with respect to foreign (non-State of Connecticut) corporations.
2. Respondent warrants that it is willing and able to obtain an errors and omissions insurance policy providing the amount of coverage specified in this RFP for willful or negligent acts or omissions of any officers, employees or agents thereof.
3. Respondent warrants that it will not delegate or subcontract its responsibilities under the contract with the City without the express prior written permission of the City.
4. Respondent warrants that all information provided by it in connection with this RFP is true and accurate.

Respondent's Firm

Telephone

Name and Title

Email

Authorized Signature

Date

City of Stamford
Insurance Provision
Professional Auditing Services

The Consultant hereby agrees to maintain at its own expense comprehensive general liability, automobile liability, workers' compensation and professional liability insurance during the term of this Agreement in amounts determined to be sufficient by the City's Risk Manager. The commercial general liability insurance policies shall contain minimum limits of liability of \$1,000,000 combined single limit per occurrence for bodily injury and property damage and shall name the City of Stamford and its officers, agents and employees as additional insureds. The general liability policy shall contain, but not be limited to, operations liability, contractual liability, which insures any indemnities contained in the Agreement, products liability and completed operations.

The Consultant shall also maintain commercial automobile liability insurance, subject to minimum limit of liability of \$1,000,000 per accident for bodily injury and property damage. This insurance shall include coverage for all owned, non-owned and leased / rented vehicles. The automobile liability insurance shall designate the City of Stamford and its employees, agents and officers as additional insureds.

The Consultant shall also maintain during the full term of the Agreement or for the period that services are provided by the Consultant, workers' compensation insurance, which all of the Consultant's employees and complies with all statutes and regulations of the state of Connecticut, and employer's liability insurance, which contains minimum limits of liability of \$100,000 for each accident, disease for each employee and disease policy limit.

The Consultant shall maintain professional liability insurance, which covers the services to be provided pursuant to the Agreement between the City of Stamford and the "Consultant". The minimum limit of liability shall be \$2,000,000 per claim or per incident and in the aggregate.

All such insurance required hereunder shall contain provisions requiring the insurance company(s) to provide thirty (30) days prior written notice to the Risk Manager for the City of Stamford in the event of cancellation, termination or material change to any policy terms and conditions for policies required hereunder.

Any insurance required hereunder written on a "claims made" rather than on an occurrence basis shall contain a retroactive date no later than the earlier of the commencement date of the services under the Agreement or execution of the Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (Tail Coverage) shall be available for at least sixty (60) months following termination of the services under the Agreement or termination of the Agreement, whichever is later.

The Consultant agrees to waive any right of claim against the City of Stamford and its employees, agents and officers for any losses, damages and expenses arising out of the services under the Agreement between the City of Stamford and the Consultant. All insurance required hereunder shall contain waivers of subrogation against the City of Stamford and its employees, agents and officers.

The insurance required hereunder shall be primary, not excess or contributory, of any insurance maintained by or on behalf of the City of Stamford.

The Consultant agrees to provide the Risk Manager for the City of Stamford with certified copies of all insurance policies of insurance required hereunder or certificates of insurance, whichever the Risk Manager deems appropriate, prior to commencement of services under this Agreement hereunder and throughout the full term of this Agreement until expiration or termination of this Agreement or change to any insurance coverage required hereunder.

The insurance requirements of the Agreement are an integral part of the Agreement. Any defect in the insurance program required in the Agreement may result in termination of the Agreement, as stipulated in the Agreement. No employee or the entity can modify the terms of the Agreement without the prior approval of corporation Counsel and the Chief Administrative Officer or his/her designee.

| AGORD. | | CERTIFICATE OF INSURANCE | | | | | | | | | | | |
|---|--|---|--|---|-----------------------------------|------------------------------|----------------------------|-----------------------|---------------------------|-----------|---------------------------|-----------|---------------------------|
| PRODUCER Full Name of Insurance Agency Street Address City, State Zip Code Telephone Number / Facsimile Number | | | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | | | | | | | | | | |
| INSURED Name of Named Insured Street Address City, State Zip Code Telephone Number / Facsimile Number | | | COMPANIES AFFORDING COVERAGE <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">COMPANY A</td> <td>Name of Insurance Company</td> </tr> <tr> <td>COMPANY B</td> <td>Name of Insurance Company</td> </tr> <tr> <td>COMPANY C</td> <td>Name of Insurance Company</td> </tr> </table> | | | | | COMPANY A | Name of Insurance Company | COMPANY B | Name of Insurance Company | COMPANY C | Name of Insurance Company |
| COMPANY A | Name of Insurance Company | | | | | | | | | | | | |
| COMPANY B | Name of Insurance Company | | | | | | | | | | | | |
| COMPANY C | Name of Insurance Company | | | | | | | | | | | | |
| COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | | | | | | | | |
| CO LTR | TYPE OF INSURANCE | | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | | | | | | | |
| A | GENERAL LIABILITY (FOREIGN) | | XXXXXXXXXX | XX/XX/XX | XX/XX/XX | GENERAL AGGREGATE | \$1,000,000 | | | | | | |
| | X | COMMERCIAL GENERAL LIABILITY | | | | PRODUCTS-COMP/OP AGG | \$1,000,000 | | | | | | |
| | | CLAIMS MADE | | | | X | OCCUR | PERSONAL & ADV INJURY | \$1,000,000 | | | | |
| | | OWNER'S & CONT PROT Contractual Liability | | | | | EACH OCCURRENCE | \$1,000,000 | | | | | |
| | X | | | | | | FIRE DAMAGE (Any one fire) | | | | | | |
| | | | | | Each claim / incident | \$1,000,000 | | | | | | | |
| A | AUTOMOBILE LIABILITY | | XXXXXXXXXX | XX/XX/XX | XX/XX/XX | | | | | | | | |
| | X | ANY AUTO | | | | COMBINED SINGLE LIMIT | \$1,000,000 | | | | | | |
| | | ALL OWNED AUTOS | | | | BODILY INJURY (Per Person) | \$ | | | | | | |
| | | SCHEDULED AUTOS | | | | | | | | | | | |
| | | HIRE AUTOS | | | | BODILY INJURY (Per Accident) | \$ | | | | | | |
| | | NON-OWNED AUTOS | | | | | | | | | | | |
| | | | | | | PROPERTY DAMAGE | \$ | | | | | | |
| | GARAGE LIABILITY | | | | | AUTO ONLY - EACH ACCIDENT | \$ | | | | | | |
| | | ANY AUTO | | | | OTHER THAN AUTO ONLY: | | | | | | | |
| | | | | | | EACH ACCIDENT | \$ | | | | | | |
| | | | | | | AGGREGATE | \$ | | | | | | |
| A | PROFESSIONAL LIABILITY | | XXXXXXXXXX | XX/XX/XX | XX/XX/XX | EACH OCCURRENCE | | | | | | | |
| | X | UMBRELLA FORM | | | | AGGREGATE | \$2,000,000 | | | | | | |
| | | OTHER THAN UMBRELLA FORM | | | | | \$ | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | XXXXXXXXXX | XX/XX/XX | XX/XX/XX | X | STATUTORY LIMITS | \$ | | | | | |
| | EMPLOYERS' LIABILITY | | | | | EACH ACCIDENT | \$100,000 | | | | | | |
| | THE PROPRIETOR/PARTNERS/ EXECUTIVE OFFICERS ARE: | | | | | DISEASE - POLICY LIMIT | \$100,000 | | | | | | |
| | X | INCL | | | | DISEASE - EACH EMPLOYEE | \$100,000 | | | | | | |
| | | EXCL | | | | | | | | | | | |
| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: <i>City of Stamford, and its employees, agents and officers designated as additional insureds under commercial general liability and automobile liability. All insurance required hereunder shall be primary, not excess or contributory, to any insurance maintained by or on behalf of the City of Stamford. Waivers of subrogation under all insurance required hereunder apply to City of Stamford, and its employees, agents and officers.</i> | | | | | | | | | | | | | |
| CERTIFICATE HOLDER City of Stamford 888 Washington Boulevard Stamford, CT 06904 | | | | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, INSURANCE COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. | | | | | | | | | |