Date: January 29, 2016

To: All Prospective Respondents

Subject: Request for Proposals (RFP) No. 1069: AUDITING SERVICES

The Town of Bloomfield invites you to submit a proposal based on the requirements of the enclosed RFP. The RFP and any addenda can be found on the Town of Bloomfield website, www.bloomfieldct.org as well as the State of CT Dept. of Administrative Services website, http://www.biznet.ct.gov/scp_search/BidResults.aspx?groupid=136. The information contained herein outlines the intent and scope of the engagement; the guidelines governing the submission and evaluation of all proposals; and IRS Form W-9, Request for Taxpayer Identification Number and Certification which must be completed and submitted with your proposal.

We ask that your proposal conform to our format request as closely as possible. The Town may accept proposals that take exception to any requirement in the RFP. Any exception or alternative must be clearly delineated in a separate attachment to the proposal submitted. This letter, the RFP, and the proposal submitted by the successful Auditor will be made part of the resultant contract between the Town and the successful Auditor.

All proposals must be received in the office of the Purchasing and Risk Manager by 1:00 P.M. FEBRUARY 19, 2016.

One Original (clearly identified as such) and seven (7) copies of the proposal shall be submitted to the attention of

Purchasing and Risk Manager
Town of Bloomfield
2nd Floor
800 Bloomfield Avenue
Bloomfield CT 06002

The Package submitted containing proposals shall be sealed, bearing on the outside the firm's name and address and plainly marked “RFP #1069: AUDITING SERVICES”.

Questions about the Scope of Services, submission and other requirements may be directed to Nancy Haynes, Purchasing and Risk Manager at nhaynes@bloomfieldct.org no later than February 10, 2016. Auditors are required to limit their contact with the Town regarding this RFP to the persons named herein.

The Town of Bloomfield looks forward to receiving your response.
1. **INTENT**

   The Town of Bloomfield (the "Town"), which includes the Board of Education, invites all qualified firms as described below to submit proposals to provide auditing services to the Town as specified in this Request for Proposals (the "RFP"). The purpose of this process is to obtain required independent annual auditing services at a competitive price. The Bloomfield Town Council is the appointing authority.

   These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the U.S. General Accounting Office’s (GAO) Government Auditing Standards, the provisions of the federal Single Audit Act and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments as well as requirements of the Office of Policy and Management of the State of Connecticut concerning municipal audits, requirements of the Board of Education of the State of Connecticut, and such other requirements as shall be promulgated by various oversight agencies.

   For the past five fiscal years, audit services have been provided to the Town by the firm of BlumShapiro. The fee for services for the June 30, 2015 audit was approximately $51,000.

   The intent of this RFP is to select one audit firm to provide basic auditing services to the Town. Proposals should not include management advisory services.

2. **SUBMISSION AND DEADLINE**

   All proposals must be received in the office of the Purchasing and Risk Manager by 1:00 P.M. Friday, February 19, 2016. One original (clearly identified as such) and seven (7) copies of the proposal shall be submitted to the attention of the Purchasing and Risk Manager at:

   Town of Bloomfield  
   Town Hall, 2nd Floor  
   800 Bloomfield Avenue  
   Bloomfield, CT 06002

   Package containing proposals must be sealed, bearing on the outside the Auditor’s name and address and plainly marked “RFP # 1069; Auditing Services”.

   Town of Bloomfield
Proposals received after the date and time specified will not be considered. Facsimile or electronic transmissions of the proposal will not be accepted.

Questions about the Scope of Services may be directed to Nancy Haynes, Purchasing and Risk Manager, at nhaynes@bloomfieldct.org. The deadline for questions regarding this Request for Proposals is February 10, 2016. Written clarifications or amendments to this RFP will be issued by addenda, no later than 4 pm February 12, 2016. Only information issued by formal written addenda will be binding. Addenda will be posted solely on the Town’s and State DAS websites.

Auditors are required to limit their contact with the Town regarding this RFP to the persons named herein.

The Town may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this RFP.

3. **SPECIAL INSTRUCTIONS**

Auditors responding to this Request for Proposals are hereby notified that all proposals submitted and information contained therein and attached thereto will not become public information until the Town has awarded a contract to the successful respondent.

Auditors responding to this Request For Proposals must have sufficient staff and expertise to complete the required services. The Auditor must agree that all personnel assigned to this project are qualified for this type of work.

4. **AUDITOR QUALIFICATIONS**

In order to qualify for consideration, an auditing firm must meet the following minimum requirements:

A. **Qualified Firm**

Firms submitting proposals must be qualified and licensed to perform independent audits of municipalities of the State of Connecticut. The firm should have been engaged as independent auditors for the purpose of rendering an opinion on the annual financial statements for Connecticut municipalities with the following areas of emphasis:

Recent experience in the municipal auditing field with communities similar in size to Bloomfield (population of 20,000±; budget of $83 million).

Understanding of and familiarity with the Government Finance Officers Association (“GFOA”) Certificate of Achievement for Excellence in Financial Reporting program.

B. **Location**

The Auditor’s offices must be located within the State of Connecticut and the resident staff must be able to offer the full range of auditing services required by this RFP.
C. Non-discrimination

No person shall be denied or subjected to discrimination in connection with any services or activities made possible by, or resulting from, any agreement contract between the parties on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), marital status, sexual orientation or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered to be of a material provision of any agreement entered into pursuant to this RFP and shall be grounds for cancellation, termination or suspension of the agreement, in whole or in part, by the Town and may result in ineligibility for further Town contracts. The proposer shall at all times, both in the proposal and in the contract process, comply with all applicable town, state, and federal anti-discrimination laws, rules, regulations and requirements thereof.

D. CPA Qualifications

Supervisory members of the audit team, including the “in charge” field auditor, must be Certified Public Accountants and have a minimum of three (3) years municipal audit experience in the State of Connecticut.

E. Engagements

At a minimum, the Auditor must have completed independent audit engagements, including the rendering of opinions thereon, during fiscal year 2014-2015 with at least three (3) Connecticut cities and towns having a population of at least 20,000 or General Fund budgets totaling at least $80 million.

5. AUDIT REQUIREMENTS

A. Fund and Account Groups

All fund and account groups under the administrative control of the Director of Finance and the Board of Education shall be included in the audit. Firms should thoroughly review the Town’s FY 2015 CAFR regarding the “Reporting Entity”.

B. Financial and Compliance Audits

These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the U.S. General Accounting Office’s (GAO) Government Auditing Standards, the provisions of the federal Single Audit Act and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments as well as requirements of the Office of Policy and Management of the State of Connecticut concerning municipal audits, requirements of the Board of Education of the State of Connecticut, and such other requirements as shall be promulgated by various oversight agencies in accordance with standards promulgated by the American Institute of Certified Public Accountants as they relate to government auditing.
C. Reports

Reports shall be prepared and submitted in accordance with required schedules and regulations by the independent auditor to appropriate local State and Federal agencies as follows:

1. Separate reports shall be prepared and submitted for the ED001 and other audit reports as required by the State Department of Education.

2. The Municipal Audit Questionnaire required by the State of Connecticut Office of Policy and Management.

3. The Annual Financial Report including, but not limited to:
   - Board of Education State and Federal Grants, as required by the State Department of Education.
   - Single Audit Reports for all grants.
   - State of Connecticut Single Audit Act reports, as required.
   - Management Letter, if necessary which shall cover audit findings and recommendations affecting internal control, accounting systems, legality of actions, and any other material matters.
   - Where an extension of time may be required for the submission of reports, it will be the responsibility of the Auditor to promptly notify the Town and to secure all necessary approvals in a timely manner.

4. Other:
   - Documentation and a copy of audit adjustments shall be furnished to the Director of Finance.
   - The selected firm shall be available on occasion to assist in certain accounting issues if they arise during the course of the year. These issues may include recommendations for the implementation of governmental accounting pronouncements, internal control procedure improvements, and means or strategies for implementation of new pronouncements or new statutory language requirements for the accounting and control of Town funds.
     - Reportable conditions. If the Auditor becomes aware of deficiencies in the design and operations of the Town’s internal control structure, these deficiencies must be brought to the attention of the Town Council.
Nonmaterial instance of noncompliance. GAGAS requires that all material instances of noncompliance with applicable laws and regulations be included in the Auditor’s report on compliance. GAGAS also requires that non-material instances of noncompliance be reported to the Town Council in writing. Since the Town is subject to the provisions of the Federal Single Audit Act, OMB Circular A-133 requires the Auditor to include all instances of noncompliance in its report. Reportable conditions that are also material weaknesses, non-reportable conditions, material instances of noncompliance and all instances of noncompliance, as require by OMB Circular A-133 should be included in the Management Letter, if one is necessary.

Errors and Irregularities. The Auditor’s responsibilities for reporting errors and irregularities are set forth in SAS No. 99, 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 Town expenditures or procedures to the Town Council in writing.

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, Illegal Acts by Clients. Additional reporting responsibilities for GAGAS audits are set forth in the GAO’s yellow book. GAGAS require the Auditor who becomes aware of illegal acts or indications of illegal acts to promptly report them to the Town Council. Also, when illegal acts or indications of illegal actions involve funds received from another government, the Auditor must assure that the audited government has properly notified the offices of the donor government, including officials of the donor government’s audit organization. If the audit government does not notify the donor government in a reasonable time, GAGAS requires the Auditor to inform the donor government directly.

D. Scope of Opinion

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, OMB Circular A-133, and the Connecticut General Statutes, including but not limited to the following:

1. Report of Independent Auditors
2. Federal Single Audit
   - Report of compliance with requirements applicable to each major program and on internal control over compliance in accordance with OMB Circular A-133, and on the Schedule of Expenditures and Federal Awards.
   - Report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards.
3. State Single Audit
• Report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards.
• Report on compliance with requirements applicable to major program, on internal control over compliance in accordance with the State Single Audit Act, and on the Schedule of Expenditures of State Financial Assistance.

E. Audit Schedule

1. The Auditor and the Finance Director will mutually agree to any period of interim audit work, but in any event, interim audit work shall be completed by June 30th.
2. The Auditor shall provide the Town a detailed audit plan and a list of all schedules to be provided by the Town by June 30th.
3. The auditor shall complete all field work by October 31st.
4. An exit conference to review draft CAFR and significant audit findings shall be completed by October 31st.
5. The Town will provide the Auditor with comments on the draft report no later than November 15th.
6. The final completed, signed audit report shall be delivered to the Town on or before December 15th. The firm will be responsible for timely delivery of the final CAFR and single audits to all state, federal and private agencies as may be required. In addition to the required filings, the firm will deliver twenty five (25) copies of the audit to the Town. In addition to the audit copies the firm will be required to provide an electronic copy of the audit in an Adobe Acrobat (PDF) document that would be made available on the Town website.
7. The Comprehensive Annual Financial Report must be delivered on or before December 15th of each year or the firm will forfeit from its fees fifty dollars ($50.00) per business day for each day the filing of such report extends beyond such date, unless waived by the Finance Director due to circumstances beyond the control of the auditor.

F. Manner of Payment

The Auditor shall provide the Department of Finance with periodic progress billings during the course of the engagement based on hours of work completed for General Government and Board of Education audit work. Payment will be issued by the General Government Finance Department.

G. Other Audit Services

Periodically, the Town is required to have separate audits performed for various grants. The auditor will be expected to perform these audits and any other audit services requested by the Town. While these special audits are outside the scope of this RFP, the firm will be required to charge fees for these services that are consistent with the base fee proposal.
H. Workpaper Retention

Workpapers shall be retained by the auditor for a minimum of three (3) years, but with reasonable access afforded to the Town and its designees. In addition, the Auditor shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

I. Municipal Assistance And Report Preparation

1. Town/Board of Education: Clerical Assistance

The Town/Board of Education will provide the following assistance to the auditor:

The Town/Board of Education staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the auditor.

Office space (one room) to accommodate up to five (5) persons in as close proximity as possible to financial records along with a shared telephone, copier and shared fax line. The room provided may be shared with other functions and may vary from one time to another, based on scheduling of the space. The audit firm will be solely responsible for the security or storage of audit materials left on Town premises.

The auditor must provide its own personal computers and any other equipment or materials.

2. Town/Board of Education: Schedule Preparation

The Town/Board of Education staffs will prepare the following:

- Trial balance for all funds under the control of the Finance Director
- Detailed revenue and expenditure schedules, accounts payable, accounts receivable and encumbrance schedules
- Payroll records
- Tax collection schedules
- Detail of balance sheet and subsidiary account activity
- Check registers for all funds
- Bank reconciliation for all accounts
- Investment activity
- Fixed asset schedules
- Debt service schedules
- Latest actuarial reports
- CAFR statistical tables and graphics
- CAFR transmittal letter, Management Discussion and Analysis and all supplementary introductory section information
• Compensated leave balances

Board of Education: Included below is information that will be made available for the auditors:

• ED001 Report and all supporting schedules
• ED141 for Prepaid State and Federal Grants
• Cash reconciliations for all accounts
• End of Year Financial Expenditures reconciled to Town finance records
• Check register for payroll and accounts payable
• All purchase order records, including invoices and copies of outstanding purchase orders
• An encumbrance listing of purchase orders that will be liquidated in the ensuing fiscal year
• Schedule of revenues submitted to the Town Treasurer
• Cafeteria financial records and all supporting documents
• Student activity records (fiduciary) for all schools
• Accounts payable and compensated leave balances

3. Town/Board of Education: CAFR/Audit Report

The Audit firm will put into report format substantially similar to that presented in the Fiscal Year 2015 CAFR. The entire annual report will be provided as an Adobe Acrobat (pdf) document (an electronic copy) in format, appearance and content identical to the twenty five (25) final signed and bound copies, as provided in section E.

The auditors will assist in the preparation of schedules for any Capital Leases.

6. **TIMEFRAMES**

The RFP schedule is as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP issued</td>
<td>January 29, 2016</td>
</tr>
<tr>
<td>Proposals due</td>
<td>February 19, 2016</td>
</tr>
<tr>
<td>Proposal Review Completed</td>
<td>February 26, 2016</td>
</tr>
<tr>
<td>Interview Respondents*</td>
<td>Mid- March 2016</td>
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<tr>
<td>Select Respondent</td>
<td>April 1, 2016</td>
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<tr>
<td>Commencement of Services</td>
<td>June 1, 2016</td>
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</tbody>
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*The Town reserves the right to make a selection on the basis of the proposal alone; however it may invite selected auditors for interview at its discretion.*
7. **CONTRACT MANAGEMENT**

The Auditor will work under the direction of the Director of Finance.

The selected Auditor will assign one qualified individual, who will be the firm's day-to-day contact person who will be responsible for directing and coordinating the activities of the firm's personnel in all aspects of the project. Any change in audit team will be at the request of or subject to approval of the Director of Finance.

8. **EVALUATION AND AWARD**

**Selection Criteria**

The following criteria will be used, without limitation, in evaluating proposals and determining the most responsive Auditor:

1. Responsiveness of the written proposal to the purpose and scope of the project.
2. Reputation and professional qualifications of the specific individuals assigned to complete the audit.
3. Experience with Connecticut governmental entities in the completion of similar audits.
4. Proposed fee and schedule of work to be done, although the Town is not bound to select the Auditor who proposes the lowest fees. The Town reserves the right to negotiate fees with the selected Auditor.

Proposals in response to this RFP will be reviewed against the criteria listed above, and recommendation for award will be made in accordance with standard purchasing procedures.

**Selection Procedures**

The Town intends to enter into a contract with the most responsible Auditor whose proposal is determined to be in the best interest of the Town.

The Town reserves the right to reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms, to waive minor inconsistencies with the RFP, and to negotiate a contract with the successful Auditor.

As part of the evaluation process, the Town, in its sole discretion, may invite one or more firms submitting proposals to interview and make a detailed presentation before the Town. The Town reserves the right to make a selection on the basis of the written proposal only.

The Town shall, after a thorough review of the proposals received, and after conclusion of the interview process if needed, will award the contract to the Auditor whom the Town deems best qualified to perform the services required under this contract.

9. **PROPOSALS**

The Town will not be liable for costs incurred in the preparation of the response to this RFP or in connection with any presentation before the Town. Proposals submitted must be bound,
paginated, indexed and numbered consecutively. The original proposal must be clearly marked as such. Auditors shall submit as their proposal the following:

**Letter of Transmittal**: A letter of transmittal addressed to Nancy Haynes, the Purchasing and Risk Manager, which includes a statement by the respondent accepting all terms and conditions and requirements contained in this RFP. The letter should also include a brief discussion of the Auditor’s background, experience, and ability to perform this contract in accordance with the Scope of Services. Also to be included, is a listing of clients for whom similar services were performed.

**Detailed Proposal, which includes the following sections:**

**Independence.** The firm should provide an affirmative statement that it is independent of the Town as defined by generally accepted accounting standards and the U.S. Comptroller General’s Government Auditing Standards. The firm should also list and describe the firm’s professional relationships involving the Town or any of its agencies for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit. In addition, the firm shall give the Town written notice of any professional relationships entered into during the period of this agreement.

**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.

**Firm Qualification and Experience:** Provide a detailed written summary of the Firm’s history and experience and capability in providing the services required. The proposal shall state the size of the firm, the size of the firm’s 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 staff to be employed on this engagement. The Auditor 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 Auditor shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations. The Auditor 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.

**Partner, Supervisory and Staff Qualifications and Experience.** The Auditor should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialist, who would be assigned to the engagement and indicated wither each such person is licensed to practice as a certified public accountant in Connecticut. Provide the resumes of all key personnel. The Auditor shall also indicate how the quality of 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 Town. Replacement personnel must have the same or greater level of municipal audit experience as the originally proposed staff or the Town will be entitled to a 10% reduction in fees. In any case, the Town retains the right to approve or reject replacements.

Similar engagements with Other Government Entities. Provide a listing of all Connecticut municipalities (do not include quasi-government units, committees or organizations), for which the firm is currently the auditor or for which the firm has served as auditor within the last three (3) years and provide a listing of Certificate of Achievement in Financial Reporting clients.

Reports: Each Auditor should submit a sample copy of an annual audit or preferably a Comprehensive Annual Financial Report ("CAFR") receiving the GFOA Certificate of Achievement for Excellence in Financial Reporting issued by a Connecticut municipality in which their opinion is contained.

Service Plan: Provide a detailed, itemized plan of proposed services. The proposal should describe how the firm intends to conduct the audit in the first year versus subsequent years. Describe the service delivery system including what will be done, by whom, how and where. Provide detail on staffing requirements. Describe how the services will be coordinated and monitored and how access to them will be ensured through entrance conferences, progress reporting and exit conferences. Describe the anticipated role that the Town will play in the process.

Services Expected of the Town: Define the nature and scope of all services to be provided by the Town.

References: Provide three (3) municipal references, providing the names and phone numbers of the appropriate municipal official to contact.

Fee Proposal: Compensation for services shall be proposed for each year of the three year period on a fixed price basis. Changes in compensation shall be negotiated only if the Town expands or reduces the scope of services for any given year or exercises options for years beyond the base three (3) year term.

All Proposals must be signed by the auditing firm’s authorized official. The proposal must also provide name, title, address, and telephone numbers for 1) the individual with authority to negotiate and contractually bind the firm, and 2) for those who may be contacted for the purpose of clarifying any information provided therein.

10. GENERAL REQUIREMENTS

Insurance:

The selected Auditor shall be required to furnish proof of the following insurance coverage within ten (10) days of receipt of Notice of Selection. Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut with a Best’s Key Rating of A-, VIII or better. Any and all exceptions must be approved by the
Insurance coverage shall remain in full force for the duration of the Contract term including any and all extensions or renewal thereof. Each insurance certificate shall contain a (30) day notice of cancellation. All renewal certificates shall be furnished at least thirty (30) days prior to policy expiration. Any and all deductibles are the sole responsibility of the Consultant to pay and/or indemnify.

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<thead>
<tr>
<th>Insurance Coverage</th>
<th>Minimum Limits</th>
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<tr>
<td><strong>General Liability</strong></td>
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<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
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<tr>
<td>Products/Completed Operations Aggregate</td>
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<tr>
<td>General Aggregate</td>
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<td><strong>Auto Liability</strong></td>
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<tr>
<td>Combined Single Limit</td>
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<tr>
<td><strong>Worker’s Compensation</strong></td>
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<td>WC Statutory Limits</td>
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<tr>
<td><strong>Employer’s Liability</strong></td>
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<td>Disease accident limit</td>
<td>$100,000</td>
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<td><strong>Umbrella</strong></td>
<td>$1,000,000</td>
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<td>Per Occurrence, following form</td>
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<tr>
<td><strong>Professional Liability</strong></td>
<td>$1,000,000</td>
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<td>Per claim/aggregate</td>
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The Town of Bloomfield and Bloomfield Board of Education are included as Additional Insureds, ATIMA under the Commercial General Liability and Employer’s Liability Insurance Policies. THE UNDERLINED WORDING MUST BE SHOWN IN THE SPACE PROVIDED FOR “COMMENTS” ON THE ACORD INSURANCE CERTIFICATE. (Additional Insured requirement is waived for Professional Liability coverages.) Coverage is to be provided on a primary, noncontributory basis. Waiver of subrogation to be provided.

Each insurance coverage named above shall provide not less than a 30-day notice of cancellation to the Town. All policies shall be on the occurrence form. Any and all exceptions shall be reviewed by the Town Manager.

Cancellation or other termination of insurance policies required by this Agreement without immediate replacement thereof may be considered a default in the terms and conditions of this Agreement. The Auditor agrees that such default may be cured by procurement of insurance on behalf of Auditor, at the Auditor’s expense, at Town’s option.

**Hold Harmless Agreement:**

The Auditor, its agents and assigns shall indemnify and hold harmless the Town of Bloomfield and the Bloomfield Board of Education, including but not limited to, its elected officials, its officers, and agents, ("the Town") from any and all claims made against the Town, including but not limited to, damages, awards, costs and reasonable attorney’s fees, to the extent any such claim directly and proximately results from the wrongful, willful or negligent performance of services by the Auditor during the Auditor’s performance of this Agreement or any other Agreements of the Auditor entered into by reason thereof. The Town agrees to give the Auditor prompt notice of
any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful Auditor.

Contract Period

The contract shall become effective immediately upon its execution, with implementation of all specified services to take place for the audit of Fiscal Year 2015-2016. It is anticipated that interim fieldwork for the FY16 audit will begin prior to July 1, 2016. The contract entered into between the Town and the firm shall extend for a term through and including the audit for the fiscal year ending June 30, 2018, for a total contract term of three (3) fiscal years, subject to annual appointment by the Bloomfield Town Council. At the election of the Town, two (2) one year renewal options beyond the June 30, 2018 audit may be considered.

In the event that the firm to which the contract is awarded does not implement the Auditing Services Contract on or before July 1, 2016, or there is reasonable indication that the firm is performing in such a way that implementation is not likely to occur on the scheduled date, then the Town may:

1. Give notice to the firm of intent to award the contract to the qualified firm with the next best proposal, or
2. Call for new proposals.

Compensation

Compensation for services shall be proposed for each year of the three year period on a fixed price basis. Changes in compensation shall be negotiated only if the Town expands or reduces the scope of services for any given year or exercises options for years beyond the base three (3) year term.

Contract Termination

Following implementation, if the Town finds that the firm has failed in any material respect to perform its obligations under the Contract, the Town may cancel the Contract. The firm shall be liable for damages from such breach, including reasonably foreseeable incidental and consequential damages.

Familiarity

Auditors shall thoroughly examine and be familiar with these specifications, including the Town’s Fiscal Year 2015 CAFR and Federal and State Single Audits, which are shown as attachments to this RFP. The failure or omission of any firm to examine this RFP and its attachments shall in no way relieve any firm of obligations with respect to the RFP or its requirements. The submission of a proposal shall be taken as prima facie evidence that the firm understands the commitments and requirements of the RFP.
Conditions

Auditors responding to this RFP will be expected to adhere to the following conditions in an agreement with the Town and must make a positive statement to that effect in its proposal submitted:

The Auditor has personnel sufficient to assure service continuity and project completion and agree to maintain adequate qualified personnel for the full duration of the contract.

Agree that all work produced under this agreement will become property of the Town of Bloomfield.

Agree to provide the insurance coverage herein specified for the full duration of the contract’s term, including any and all extensions.

Agree to accept and follow management direction from the Town and specifically, the Director of Finance or his duly authorized designee.

Agree to conform to all applicable laws and ordinances and policies of the Federal Government, State of Connecticut and Town of Bloomfield.

Agree that if the Town cannot in good faith negotiate a written contract within a reasonable time with the selected Auditor, the Town may unilaterally cancel its selection of that Auditor.

Agree that periodic payments to the Auditor will be made as agreed upon in the signed contract.

Agree that if services are not performed in a timely manner so as to meet the Town’s stated time frame, the Town may withhold payment, or portions of payment as liquidated damages in amounts of no less than $50 per day for every day or portions of the day that timeframes are not met.

Agree that the Town reserves the right to terminate the contract at any time. In the event of contract termination, the Auditor shall be entitled to payment for approved services rendered after the execution of the contract and prior to receipt of notice of termination. However, if the Auditor has damaged the Town, said payment may be withheld until the Town determines whether or not by how much said payment should be reduced.

Agree that the contract between the Town and the Auditor shall be governed by and construed in accordance with the laws of the State of Connecticut and the ordinances of the Town of Bloomfield.

Agree that no conflict of interest exists. Identify the nature of any potential conflict of interest your firm might have in providing services to the Town under
this RFP. Discuss fully any conflicts of interest, actual or perceived, which might arise in connection with your firms’ performance of the proposed agreement. If conflicts do or might exist, describe how your firm would resolve them.

11. **ANTI COLLUSION STATEMENT**

Auditors and their employees, officers, advisers, agents or sub-contractors must not engage in any collusive bidding or other anti-competitive conduct, or any other similar conduct, in relation to:

- the preparation or submission of Proposals;
- the clarification of Proposals; and
- the conduct and content of negotiations, including final contract negotiations,

In respect of this RFP or procurement process, or any other procurement process being conducted by the Town in respect of any of its requirements.

12. **TAXPAYER’S IDENTIFICATION NUMBER**

Each Auditor, whether an individual, proprietor, partnership or a non-profit corporation or organization must obtain, complete and include, with the proposal submitted, an Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification".

13. **ADDITIONAL INFORMATION AND REVISIONS TO PROPOSALS**

Information may be provided to potential respondents for the purpose of clarification to assure full understanding of, and responsiveness to the Request for Proposals requirements. Prospective respondents shall be afforded fair and equal treatment with respect to access to additional information and revision of proposals.