

TOWN OF DARIEN REQUEST FOR PROPOSALS FOR AUDITING SERVICES

LEGAL NOTICE

TOWN OF DARIEN REQUEST FOR PROPOSALS

FOR

PROFESSIONAL AUDITING SERVICES

March 16, 2015

The Town of Darien, Connecticut is requesting proposals from qualified firms of certified public accountants to conduct an examination and to render an opinion on the comprehensive annual financial statements of the Town of Darien will be received at the office of the First Selectman until 3:00 pm on April 10, 2015 at which time no further proposals will be considered. Request for Proposal forms may be obtained at the office of the Finance Director from 8:30 a.m. until 4:30 p.m. on Mondays through Fridays. Information concerning this Request for Proposals may be obtained by contacting Kathleen Clarke Buch, Finance Director at (203) 656-7334. The Town of Darien is an Equal Opportunity Employer.

TABLE OF CONTENTS

I. GENERAL INFORMATION	2
II. SCOPE OF SERVICES	6
III. TIME REQUIREMENTS	8
IV. PROPOSAL REQUIREMENTS	9
V. SEALED DOLLAR COST PROPOSAL	12
VI. APPENDICES	13

I. GENERAL INFORMATION

A. Introduction

The Town of Darien (the Town) is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal years ending June 30, 2015, 2016, 2017. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the 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 States, Local Governments and Non-profit Organizations*, 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.

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.

There is no expressed or implied obligation for the Town of Darien to reimburse firms for any expenses incurred in preparing proposals in response to this request.

B. Description of the Government

General

The auditor's principal contact with the Town of Darien will be Kathleen Clarke Buch, Finance Director or a designated representative, who will coordinate the assistance to be provided by the Town of Darien to the auditor.

Background Information

The Town operates under a Board of Selectmen, Representative Town Meeting form of government. A Town Charter and Code of Ordinances govern the operations of the Town. In addition, certain Town and Board of Education transactions are governed by the State of Connecticut General Statutes (CGS).

The Town of Darien serves an area of 14.9 square miles with a population of approximately 20,000. The Town of Darien's fiscal year begins on July 1 and ends on June 30.

The Town of Darien provides the following services to its citizens: Parks and Recreation, Police Protection, Animal Control, Street Lights, Road Repair, Snow Removal, Transfer Station, Recycling, Parking, Human & Leisure Services, Education and General Government Services. Fire Protection, Library Services and Ambulance Service are provided by volunteer organizations. The Town provides a sanitary sewer system which delivers the wastewater to the City of Stamford treatment facility

The Town of Darien is organized into several departments. All funds are under the administrative control of the Finance Department.

More detailed information on the government and its finances can be found in the following documents which are available on the Town of Darien's website at: <http://dariencr.gov/content/104/114/179/161/default.aspx>

1. Official Statement for most recent bond sale
2. 2014/2015 Adopted Budget
3. 2014 CAFR (Comprehensive Annual Financial Report)

The Town has received the GFOA Certificate of Achievement for Excellence in Financial Reporting for its CAFRs for more than two decades. It is anticipated that the Certificate will also be awarded for the fiscal year ended June 30, 2014 CAFR as well.

Fund Structure

The Town of Darien reported the following funds for the year ended June 30, 2014:

Major Funds:

- General Fund
- Sewer Operating Fund
- Sewer Assessment Fund
- Capital Projects Fund

Fifteen (15) Non-Major Governmental Funds

Internal Service Fund – Self-Insurance Fund

Fiduciary Funds:

- Town Pension Fund
- Police Pension Fund
- Non-police OPEB Fund
- Police Retiree Medical Fund
- Student Activities Fund

Budgetary Basis of Accounting

The Town of Darien prepares its budgets on a basis consistent with generally accepted accounting principles except that encumbrances are recognized as a valid and proper charge against an appropriation in the year the purchase order is issued.

Pension Plans

The Town of Darien participates in the following pension plans:

- All full-time Town and Board of Education employees, except for those eligible for participation in the State Teachers' Retirement System and sworn police officers, participate in a contributory single-employer defined benefit pension plan.
- Sworn police personnel participate in a contributory single-employer defined benefit pension plan.
- Certified teachers employed by the Darien Board of Education are eligible to participate in the State of Connecticut Teachers' Retirement System. This system is a cost-sharing multi-employer defined benefit PERS with the State acting as a non-employer contributor, which is administered under the provisions of Chapter 167a of the Connecticut General Statutes.

Actuarial services for the Town and Board of Education plan are provided by Buck Consultants.

C. Minimum Requirements

To be considered interested firms and individuals must satisfy the following requirements:

- Firms submitting proposals must be qualified to perform independent audits of municipalities of the State of Connecticut. The firm must have been engaged during the fiscal year ending June 30, 2014, as independent auditors for the purpose of rendering an opinion on the annual financial statements of a Connecticut municipality with a population of at least 15,000.
- The auditor's 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 Request for Proposals.
- Supervisory members of the audit team, including the "in charge" field auditor, should be Certified Public Accountants and have a minimum of five (5) years of municipal audit experience in the State of Connecticut. The selection committee intends to strongly consider municipal audit experience and certification in evaluating the proposer's audit team. It is the Town's desire to maintain a consistently qualified team during the term of the engagement.

- No person shall be denied or subjected to discrimination on account of any services, or activities made possible by or resulting from this agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provision), marital status or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this agreement and shall be grounds for cancellation, termination or suspension in whole or in part of the agreement by the Town of Darien and may result in ineligibility for further Town of Darien contracts. The proposer shall at all times in the proposal and contract process comply with all applicable Town of Darien, state, and federal anti-discrimination laws, rules, regulations and requirements thereof.
- The firm must have issued, for a minimum of three Connecticut municipalities similar in size to the Town of Darien, a Comprehensive Annual Financial Report within the past two years. Each of these reports shall have been awarded the GFOA Certificate of Achievement for Excellence in Financial Reporting.

D. Evaluation Criteria & Selection Process

The following represents the principal selection criteria which will be considered during the evaluation process of proposals.

Mandatory Elements

- The firm is independent of the Town of Darien as defined by generally accepted accounting standards
- The firm is licensed to practice in the State of Connecticut.
- The firm has no conflict of interest with regard to any other work performed by the firm for the Town of Darien
- The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.
- The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.
- The firm must have issued, for a minimum of three Connecticut municipalities similar in size to the Town of Darien, a Comprehensive Annual Financial Report within the past two years. Each of these reports shall have been awarded the GFOA Certificate of Achievement for Excellence in Financial Reporting.

Technical Qualifications

- The firm's past experience and performance on comparable government engagements
- The qualifications of the firm's professional personnel to be assigned to the engagement and the qualification of the firm's management support personnel to be available for technical consultation
- Experience with the preparation of federal and state financial assistance and related reports
- Experience in providing assistance to meet the requirements of the Certificate of Achievement for Excellence in Financial Reporting program

Specific Audit Approach

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

- The audit approach is comprehensive and effective. Describe how the firm intends to conduct the audit in the first year versus subsequent years.
- The service delivery plan is effective and responsive to the Town's needs. Describe 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.

Price

Cost will not be the primary factor in the selection of an audit firm

Proposals submitted will be evaluated by the Finance Director, Town Administrator and the Audit Committee of the Board of Finance. During the evaluation process, the selection personnel may, at their discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the selection personnel may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

The selection committee and the Town of Darien reserve the right, where it may serve the Town of Darien's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the Town of Darien or the selection personnel, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The Town of Darien reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town of Darien and the firm selected.

It is anticipated the selection of a firm will be completed no later than May 1, 2015. Following the notification of the selected firm, it is expected that an engagement letter will be executed between both parties within 30 days of approval.

E. Term of Engagement

Contract Period

The agreement shall be for an initial term of three years and shall become effective immediately upon execution by all parties with implementation of all specified services to take place for the audit of fiscal year ending June 30, 2015. 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, 2017. The agreement may be extended on a year-to-year basis at the discretion of the Board of Finance.

Compensation

Compensation for services shall be a fixed price for each year of the three-year term of the agreement. 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 firm will provide the Town with a statement of chargeable hours to substantiate billings. Any annual optional extensions shall be performed at prices to be negotiated before the option is exercised.

Termination of Contract

Following implementation, should the Finance Director find that the firm has failed in any material respect to perform its obligations under the agreement; the Board of Finance may cancel the agreement. The firm shall be liable for damages from such breach including reasonably foreseeable incidental and consequential damages. Should the Town find that the provision of auditing services under the terms of the agreement precludes the Town from administering its duties in an effective and efficient manner; the Board of Finance may cancel the agreement upon 180 days written notice to the firm. In such event the Town shall compensate the firm at the pro rata hourly rate for services performed through the effective date of the cancellation which shall be in full and complete satisfaction of the firm's claims. The firm shall promptly return all work papers and work in progress to the Town. The firm shall provide the Town at least 180 days prior written notice of its intent to terminate any agreement.

II. SCOPE OF SERVICES

A. Scope of Work to be Performed

The audit firm will perform an audit of all funds of the Town of Darien. The audit shall be performed in accordance with auditing standards generally accepted in the United States of America and *Government Audits Standards*, issued by the Comptroller General of the United States.

The Town's comprehensive annual financial report (CAFR) will be finalized and printed by the audit firm. The audit firm will render their auditor's report on the basic financial statements which will include both government-wide financial statements and fund financial statements. The audit firm will also apply limited audit procedures to Management's Discussion and Analysis and other required supplementary information. In addition, the audit firm will render the appropriate report on compliance and on internal control over financial reporting based on an audit of the basic financial statements performed in accordance with *Government Auditing Standards*. The auditor may also be responsible for the Government-wide Financial Statements.

The audit firm will perform a single audit of the expenditures of federal financial assistance in accordance with OMB Circular A-133 and render the appropriate reports on compliance with requirements applicable to each major program, internal control over compliance in accordance with OMB Circular A-133, and on the schedule of expenditures of federal awards. The singled audit report will include the appropriate schedule of expenditures of federal awards, footnotes, findings and questioned costs, and follow up on prior audit findings where required.

The audit firm will perform a single audit of the expenditures of state financial assistance in accordance with Connecticut General Statutes Sections 4-230 through 4-236 and render the appropriate reports on compliance with requirement applicable to each major program, on internal control over compliance in accordance with the state single audit act, and on the schedule of awards/expenditures of state financial assistance. The state single audit report will include the appropriate schedule of awards/expenditures of state financial assistance, footnotes, and findings and questioned costs. The Management Letter included as part of the "Recommendations to Management" shall cover audit findings and recommendations affecting internal control, accounting systems, legality of actions and any other material matters and shall include management's responses to auditors' recommendations.

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

The auditor will be entirely responsible for the printing of 25 CAFRs before December 15th each year for the previous fiscal year. A PDF or similar file of the CAFR that is able to be posted on the Town website will be provided to the Town at that time.

B. 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 three (3) years, unless the firm is notified in writing by the Town of Darien of the need to extend the retention period. The auditor will be required to make working papers available, upon request by the Town of Darien. 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 photocopies 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 Finance Director 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.

C. Other Audit Services

Periodically the Town of Darien is required to have separate audits performed. The auditor will be expected to perform these audits and any other audit services requested by the Town of Darien outside of the standard audit at the hourly rate stated in Appendix A.

D. Implied Requirements

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

E. Special Considerations

- There have been some deficiencies in the filing of the SEDAC forms in recent years. As such, the Town would like expanded testing of the SEDAC form in years 1 & 2 of this engagement. This will be an add-alternate in year three of the engagement.
- The Town of Darien will send its Comprehensive Annual Financial Report to the Government Finance Officers Association of the United States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting program in a timely manner. The firm shall assist with this as needed. The Town will not allow an extension on submission for this program.
- 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 comprehensive annual financial report.
- Prior to submission of the final report, the firm's staff will provide a copy of the report marked Draft for Discussion Only.
- A copy of all audit adjustments shall be furnished to the Finance Director within 30 days of the printing of the report.
- The Town of Darien currently anticipates it will 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 Town's financial advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters".
- The selected firm shall be available on occasion to assist in certain accounting issues if they arise during the course of the year at no additional cost to the Town. These issues include any governmental accounting pronouncements and internal control procedure improvements.

F. Town Staff Responsibilities

The staff of the Town of Darien and Darien Board of Education will prepare or provide the following statements and schedules for the auditor as follows:

- Adjusted trial balance for all funds.
- Detailed schedules of revenues and expenditures, expenses, accounts payable and receivable, and encumbrances.
- Detail of balance sheet and subsidiary account activity.
- Check registers for all funds.
- Bank reconciliations for all accounts.
- Detail of capital projects expenditures
- Analysis of accounts as requested.
- Debt schedules.
- Fixed assets schedules.
- Payroll records.
- Tax collection schedules.
- Schedule of compensated absences.
- Latest actuarial reports.
- Completed ED-001 and supporting documents.
- Standard representation letters.
- Individual fund statements for all funds.
- Notes to the financial statements.
- Required supplementary information.
- Management's discussion and analysis.
- CAFR statistical tables.
- Schedule of federal and state assistance.

G. General

Work space will be provided in close proximity to the financial records. Telephones and use of a copy and facsimile machines will be made available as well as internet access during the engagement. The auditor will be required to provide computer equipment and other office materials as needed.

H. Insurance

The bidder shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work, the insurance coverage covering the bidder and all of its agents, employees, sub-contractors and other providers of services and shall endorse the Town and the Board of Education, its employees and agents as an Additional Insured on a primary and non-contributory basis to the bidders Commercial General Liability and Automobile Liability policies. These requirements shall be clearly stated in the remarks section on the bidder's Certificate of Insurance called the Contractor. See Appendix C for full details. The Town reserves the right to request a copy of the policy coverage document

III. TIME REQUIREMENTS

A. Proposal Calendar

The following is a list of key dates up to and including the date proposals are due to be submitted:

Request for proposals issued	March 16, 2015
Due date for proposal	April 10, 2015 @ 3:00 pm
Oral presentation by selected firms	to be determined
Appointment by Board of Finance	on or before May 1, 2015
Contract date	within 30 days of appointment

B. Schedule for Annual Audit

Each of the following should be completed by the auditor no later than the dates indicated.

1. Interim work
The auditor shall complete interim fieldwork by June 30th.
2. Detailed Audit Plan
The auditor shall provide the Town of Darien by June 30th both a detailed audit plan and a list of all schedules to be prepared by the Town of Darien.
3. Fieldwork
The auditor shall complete all fieldwork by October 31st.
4. Exit conference and Draft Repots
An exit conference to review draft CAFR and significant audit findings shall be completed by October 31st.
5. Draft Comments
The Town of Darien shall provide the auditors with comments on the Draft report by November 15th.
6. Final Report
The auditor shall have final audit report completed by December 15th.

C. Report Submissions

Copies of all reports shall be addressed to the Board of Finance. The successful proposer will also submit copies of reports as required by state and federal audit requirements.

The submission dates for the various reports to the municipality and the appropriate cognizant agencies as follows:

Comprehensive Annual Financial Report	December 15 th for the preceding fiscal year
Single Audit Report	December 15 th for the preceding fiscal year
ED001 Certification	Original (September 1), Revised (December 31)

The final report and 25 signed copies should be delivered to:

Town of Darien
Finance Department
2 Renshaw Road
Darien, Connecticut 06820

IV. PROPOSAL REQUIREMENTS

A. General Requirements

Inquiries concerning the request for proposals and the subject of the request for proposals must be made to:

Town of Darien
Finance Department
2 Renshaw Road
Darien, Connecticut 06820
Attn: Kathleen Clarke Buch, Finance Director
203-656-7334
kbuch@darienct.gov

B. Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the Town of Darien in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

THERE SHOULD BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT.

The envelopes shall be clearly marked as follows:

- Envelope #1: Audit Technical Proposal
- Envelope #2: Audit Sealed Dollar Cost Proposal (Appendix A)

The Technical Proposal should address all the points outlined in the request for proposals (excluding any cost information which should only be included in Appendix A). The Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. While additional items may be presented, the following subjects must be included. They represent the criteria against which the proposal will be evaluated.

C. Independence

The firm should provide an affirmative statement that it is independent of the Town of Darien 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 of Darien 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 of Darien written notice of any professional relationships entered into during the period of this agreement.

D. 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.

E. Firm Qualifications and Experience

The proposer should 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 professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

The firm 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 firm 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 firm 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.

F. Partner, Supervisory and Staff Qualifications and Experience

The firm 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 as much information as possible 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 quality of the staff over the term of the agreement will be assured.

The proposer should identify the extent to which its staff reflects the Town of Darien's commitment to Affirmative Action.

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 of Darien. Replacement personnel must have the same or greater level of municipal audit experience as the originally proposed staff or the Town of Darien will be entitled to a 10% reduction in fees. In any case, the Town of Darien retains the right to approve or reject replacements.

G. Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum - 5) performed in the last three years that are similar to the engagement described in this request for proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

H. Specific Audit Approach

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

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

- Proposed segmentation of the engagement
- Level of staff and number of hours to be assigned to each proposed segment of the engagement.
- Extent to which statistical sampling is to be used in the engagement.
- Extent of use of auditing and report preparation software in the engagement.
- Type and extent of analytical procedures to be used in the engagement.
- Approach to be taken to gain and document an understanding of the Town of Darien's internal control structure.
- Approach to be taken in determining laws and regulations that will be subject to audit test work.
- Approach to be taken in drawing audit samples for purposes of tests of compliance.
- Approach to information technology security and systems audit

I. Service Delivery Plan

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 of Darien will play in the process.

The proposal is required to be received by 3:00 p.m. on April 10, 2015 for a proposing firm to be considered:

The Proposal and five (5) copies are to include the following:

Title Page

Title page showing the request for proposal's subject; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

Table of Contents

Transmittal Letter

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the period covered.

Detailed Proposal

The detailed proposal should follow the order set forth in Sections I-C & I-D of this request for proposal to the extent possible.

Guarantees and Warranties

Executed copies of Proposer Guarantees and Proposer Warranties attached to this request for proposals (Appendix B).

Insurance Schedule (Appendix C).

Audit Services Proposal Letter (Appendix D).

The proposer shall submit an original and five copies of a dollar cost proposal attached to this request for proposals (Appendix A).

Proposers should send the completed proposal consisting of the two (2) separate envelopes, to the following address:

Town of Darien
First Selectman's Office
2 Renshaw Road
Darien, Connecticut 06820

The envelopes shall be clearly marked as follows:

Envelope #1: Audit Technical Proposal

Envelope #2: Audit Sealed Dollar Cost Proposal (Appendix A)

V. SEALED DOLLAR COST PROPOSAL

A. Total All-Inclusive Maximum Price

The dollar cost proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The Town of Darien will not be responsible for expenses incurred in preparing and submitting the technical proposal or the dollar cost proposal. Such costs should not be included in the proposal.

B. Fixed Fees by Category

The dollar cost 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.

C. Government Wide Statements

The dollar cost that would be charged to create the Government-wide Statements using the information provided. The total all-inclusive maximum price to be proposed is to contain all direct and indirect costs including all out-of-pocket expenses.

D. Rates for Additional Professional Services

If it should become necessary for the Town of Darien 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 Town of Darien and the firm. Any such additional work agreed to between the Town of Darien and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the dollar cost proposal in Appendix A.

E. 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 dollar cost proposal. Interim billings shall cover a period of not less than a calendar month. The Town reserves the right to withhold ten percent (10%) from each billing pending delivery of the firm's final reports.

APPENDIX A

Format for dollar cost proposal

To be submitted in a separate sealed envelope.

Fixed Fees

Fixed Fees	Year 1	Year 2	Year 3
Town	\$	\$	\$
Board of Education	\$	\$	\$
Expanded SEDAC testing	\$	\$	\$
Combined Total	\$	\$	\$
Total Hours included in combined fees:			
Partner			
Manager			
Staff			

(Firm)

(Authorized Signature) _____
(Date)

(Type or Print Name of Individual) _____
(Title)

(Telephone) _____
(e-mail address)

(Street Address)

(City, State, Zip Code)

(TIN)

APPENDIX B

PROPOSER GUARANTEES AND PROPOSER WARRANTIES

Proposer Guarantees

The proposer certifies it can and will provide and make available, at a minimum, all services set forth in Section II, Scope of Services.

Proposer Warranties

1. Proposer warrants that it is independent and licensed to practice in Connecticut.
2. Proposer warrants that it is willing and able to comply with State of Connecticut laws with respect to foreign (non-state of Connecticut) corporations.
3. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
4. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the Town of Darien.
5. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.
6. Proposer warrants that this proposal is being submitted without any collusion, communication or agreement as to any matter relating to it with any other respondent or competitor. We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

APPENDIX C

Insurance Exhibit - Financial Auditing Service

The Auditor (hereinafter called the Contractor) shall procure insurance coverage against claims that may arise from, or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The Contractor shall keep all the required insurance in force continuously pursuant to their responsibility described in this contract, including any and all extensions. The Contractor shall pay all costs, premiums, and audit charges earned and payable under the required insurance.

For the purpose of this exhibit: the term "Contractor" shall also include their respective agents, representatives, employees or subcontractors; and the term "Town of Darien and Darien Board of Education" (hereinafter called the "Town") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions.

A. Minimum Scope and Limits of Insurance:

The insurance required shall be written for not less than the scope and limits of insurance specified in this exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. It is agreed that the scope and limits of insurance coverage specified in this exhibit are minimum requirements and shall in no way limit or exclude the Town from additional limits and coverage provided under the Contractor's policies.

1) **Commercial General Liability:**

\$2,000,000 per occurrence, \$3,000,000 aggregate each claim for bodily injury, personal injury, property damage, contractual liability and products /completed operations.

2) **Automobile Liability and Physical Damage Coverage:**

\$500,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorists coverage and \$1,000 medical payments. Policy to include collision and comprehensive coverage for any auto used for the purpose of this contract.

3) **Workers' Compensation:**

Coverage A / Workers' Compensation: statutory limits as required by the Labor Code of the State of Connecticut.

Coverage B / Employer's Liability: limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee. If the Contractor decides not to procure workers' compensation in accordance with Connecticut law, the Contractor agrees to comply with the Connecticut Workers' Compensation Act's (Act) requirements for withdrawing from the provisions of the Act, including, but not limited to, filing the appropriate notice of withdrawal with the commissioner. The Contractor is wholly responsible for taking the actions necessary to withdraw from the provisions of the Act. In lieu of procuring workers' compensation insurance and providing the Town with proof thereof, the Contractor agrees to hold the Town of Darien, the Darien Board of Education, their respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives harmless from any and all suits, claims, and actions arising from personal injuries sustained by the Contractor or Contractor's employees during the course of the performance of this contract, however caused.

4) **Crime & Fidelity:**

Coverage A - \$1,000,000 Employee Theft
Coverage B - \$1,000,000 Forgery & Alteration
Coverage C - \$1,000,000 Theft of Monies & Securities
Coverage D - \$1,000,000 Robbery & Safe Burglary

The above named coverages shall provide third party coverage. The Contractor shall provide that the bonding company name the **Town of Darien and Darien Board of Education as Joint Loss Payee** for purposes of this Contract.

5) **Professional Liability:**

\$1,000,000 per occurrence, \$3,000,000 aggregate each claim.

6) **Personal Property:**

"All risk" insurance on a replacement cost basis to cover the value of personal property belonging to the Contractor and others (including but not limited to the personal property of subcontractors) located on Town property while in use or in storage for the duration of the contract. Deductible not to exceed \$1,000. The Contractor agrees that the Town will not assume any responsibility for the Contractor's personal property.

B. Additional Insured Endorsement:

All liability policies (with the exception of Worker's Compensation and Professional Liability) shall have the Town of Darien, the Darien Board of Education, and their respective officers, agents, officials, employees, volunteers, boards and commissions endorsed as an Additional Insured on a primary and non-contributin basis, with respect to liability arising out of or in connection with the activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town.

C. Acceptability of Insurers:

Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise deemed acceptable by the Town's Administrative Officer.

D. Subcontractors:

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

E. Waiver of Subrogation:

Contractor shall provide that all insurance policies include a waiver of subrogation clause that states that it is agreed that in no event shall the insurance company have any right of recovery against the Town. When the Contractor is self-insured, it is agreed that in no event shall the Contractor have any right of recovery against the Town.

F. Claims-Made Form:

If the insurance coverage is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the contract. The certificate of insurance shall state the retroactive date and that the coverage is claims-made. The Contractor shall maintain coverage for the duration of the contract and for the two (2) years following the completion of the contract. Evidence of such coverage shall be provided to the Town thirty (30) days prior to each policy expiration.

G. Aggregate Limits:

If a general aggregate is used, the general aggregate limit shall apply separately to the project or shall be twice the occurrence limit. All aggregate limits must be declared to the Town. It is agreed that the Contractor shall notify the Town with reasonable promptness with information concerning the erosion of limits due to claims paid under the general aggregate during the contract term. If the aggregate limit is eroded, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The Contractor shall pay the premium.

H. Deductibles and Self-Insured Retentions:

Contractor must declare any deductibles or self-insured retentions to the Town. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

I. Notice of Cancellation or Nonrenewal:

For other than non-payment of premium, each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Town. Ten (10) days prior written notice shall be given for non-payment of premium

J. Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

1) **Liability Coverage**

- a) The Contractor's insurance coverage shall be primary insurance with respect to the Town. Any insurance or self-insurance maintained by the Town shall be excess of the Contractor's insurance and shall not contribute with it.
- b) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought.
- c) Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the Town.

K. Verification of Coverage:

The Contractor shall provide the Town with certificates of insurance, declaration pages, policy endorsements or provisions confirming compliance with this exhibit before work commences. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies, at any time.

All insurance documents required by this exhibit should be mailed to: Town of Darien, Administrative Officer, 2 Renshaw Road, Darien, CT 06820.

L. Failure to Purchase or Maintain Insurance:

If the Town or the Contractor is damaged by failure of the Contractor to purchase or maintain insurance required by this exhibit, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation, properly attributable thereto.

Initials/ Contractor	Date
Initials/ Town of Darien	Date

APPENDIX D

Jayme Stevenson
First Selectman
Town of Darien
2 Renshaw Road
Darien, CT 06820

Dear Ms. Stevenson:

We have read the Request for Proposals and fully understand its intent and contents. We certify that we have adequate personnel, insurance, equipment, and facilities to fulfill the specified requirements. We understand that our ability to meet the criteria and provide the required services shall be judged solely by the selection personnel.

We have included the following:

1. List of three (3) clients as outlined in Section I, C & D.
2. Proposal as outlined in Section IV
3. Appendix A: Proposal for Auditing Services (separate envelope).
4. Appendix B: Proposer Guarantees and Warranties Insurance
5. Appendix C: Insurance Statement.

It is further understood and agreed that all information included in, attached to, or required by the Request for Proposals shall be public record upon delivery to the Town of Darien.

Submitted by:

(Firm)

(Authorized Signature)

(Title)

(Telephone)

(Date)

