



CITY OF STAMFORD
PURCHASING DEPARTMENT

Request for Proposal No.	863
Title	Professional Auditing Services
Date Issued	March 3, 2022
Issued on behalf of	Office of Administration
Proposals Due	April 7, 2022 @ 4:00 P.M.
Submit Responses	Online via ProcureWare at https://stamfordct.procureware.com
Name saved file as	<i>Proposer Name</i> Response to Stamford RFP No. XXX
Deadline for questions	10 working days before the due date
Contact for Technical Questions/Project Manager	David Yanik, Controller, (203) 977-4186 or dyanik@stamfordct.gov
Contact for Purchasing Questions	Erik J. Larson, Purchasing Agent elarson@stamfordct.gov
Pre-Proposal Meeting	N/A
Mandatory	

Introduction

The City of Stamford, Connecticut is requesting proposals from qualified vendors to procure 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 Annual Comprehensive Financial Statements (ACFR) 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, 2022, June 30, 2023 and June 30, 2024, with the option of an additional two (2) one (1) year terms, subject to approval by both the Auditor and the City. The full scope of work is described in the scope/specifications and drawings appended hereto.

INTERNET USAGE ACKNOWLEDGEMENT

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."

RFQ/RFP SUBMISSION REQUIREMENTS

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

Bids/Proposals must be received 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.

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

- Contractor's Statement
- Non-Collusion Affidavit
- City of Stamford State of Connecticut Contractor Verification (in accordance with Public Act 16-67) Compliance Affidavit (**For all school projects**)
- A Certificate of Corporate Resolution signed by the Secretary of your firm, authorizing you to execute a contract.

Or

- A Certification as to Contract Signatory for Limited Liability Companies (LLCs) signed by the Secretary of your firm, authorizing you to execute a contract.
- Proposer's Information and Acknowledgement Form
- Department of the Treasury Internal Revenue Service Form W-9
- Commission on Human Rights and Opportunities Contract Compliance Regulations Notification to Bidders Form
[http://www.ct.gov/chro/lib/chro/Notification to Bidders.pdf](http://www.ct.gov/chro/lib/chro/Notification_to_Bidders.pdf)

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

Issuing Office

This RFP is being issued by the Purchasing Department of the City of Stamford on behalf of the department identified on the coversheet, hereinafter referred to as the “City.” The issuing officer is the Purchasing Agent or designee.

Inquiries

All technical inquiries regarding this RFP must be in writing and must be addressed to the Technical Contact identified on the coversheet. The deadline for submitting questions related to this RFP is 10 working days before the due date. Responses to all questions will be furnished through a formal addendum following the closing date listed herein.

Incurring Cost

The City of Stamford will not be held responsible for any costs incurred by the proposer 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 of Stamford 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. Acceptance of a proposal neither commits the City of Stamford to award a contract with any firm, even if all requirements in this RFP are met, nor limits its right to negotiate in the best interest of the City of Stamford. The City of Stamford reserves the right to contract with any firm 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 proposers. Failure to acknowledge receipt of amendments in accordance with the instructions contained in the amendment may result in the proposal not being considered.

Submission of Proposals

Each proposer must submit their proposal via ProcureWare by the date and time stated on the cover sheet. Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the proposer. Neither mailed, faxed or emailed RFP responses will be accepted as qualified RFP submission.

Proprietary Information

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

Key Personnel

Vendors must clearly explain and identify, in detail, the services they provide and identify their qualifications. Vendors must provide a resume indicating their experience.

Independent Project Cost Determination and Gratuities

By submission of a proposal, the proposer certifies that in connection with its procurement:

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 proposer 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 Stamford 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 proposer and will not knowingly be disclosed by the proposer prior to award, directly or indirectly to any other proposer or to any competitor.

No attempt has been made or will be made by the proposer 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 of Stamford shall benefit financially or materially from this contract.

Prime Contractor Responsibility

Vendors submitting proposals to this RFP may not utilize the service of subcontractors without the prior written approval of the City of Stamford. If sub-contractors or partners are planned to be used, this should be clearly explained in the response. The prime contractor will be responsible for the entire contract performance whether or not a sub-contractor or partner is used to perform. All corporate information required in this RFP must be included for each proposed partner or sub-contractor. The proposal must also include copies of any agreements to be executed between the prime contractor and any partners or sub-contractors in the event of contract award. Under this RFP, the City of Stamford retains the right to approve all partners or sub-consultants.

Availability of Funds

The contract award under this RFP is contingent upon the availability of funds to the department identified on the coversheet. **In the event that funds are not available, any contract resulting from this RFP will become void and 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 of Stamford whenever:

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

The contracting officer shall determine that termination is in the best interest of the Office of Administration/Operations, the Purchasing Department or the City of Stamford.

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

In the event of termination of this agreement as a result of a breach by the Consultant hereunder, the City shall not be liable for any fees and may, at its sole discretion, award an agreement of the same services to another qualified firm with the best proposal or call for new proposals and award the agreement thereunder.

Ambiguity in the Request for Proposal (RFP)

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

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

Ownership Information

The City of Stamford shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information developed, derived, documented or furnished by the proposer 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 of Stamford and may not be copied or removed by any employee of the proposer without written permission of the City of Stamford.

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 proposer will be required to agree to and sign a formal written contract agreement in a form approved by the City of Stamford's Office of Legal Affairs.

Insurance Requirements

The selected proposer, upon the signing of the formal contract, will be required to deliver an insurance certificate in amounts, companies and terms acceptable to the Risk Manager of the City of Stamford. See attached insurance requirements.

Competition Intended

It is the City's intent that this RFP permit competition. It shall be the proposer'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 of Stamford 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.

Sample Agreement

A sample agreement follows and is made a part of these conditions. It is an example only. The actual contract submitted for your firm's signature will vary based upon the particulars of the specific bid package. The sample is for illustrative purposes only and the terms of the final contract may differ substantially.

Notification to Bidders (Rev. 9-1-17)

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 is an Affirmative Action/Equal Opportunity Employer/purchaser. Small, Minority, Women and Disadvantaged Business Enterprises are encouraged to respond.

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.

AGREEMENT

THIS AGREEMENT dated the _____ day of _____, _____, is by and between the **CITY OF STAMFORD** (hereinafter the “City”), a municipal corporation organized and existing pursuant to the laws of the State of Connecticut with a principal place of business located at 888 Washington Boulevard, Stamford, Connecticut, and acting herein by Caroline Simmons, its duly authorized Mayor, and _____ (hereinafter the “Consultant”), a _____ company with a principal place of business located at _____, and acting herein by _____, its duly authorized _____.

WITNESSETH

WHEREAS, The City solicited Request for Proposals No. _____ for _____ (hereinafter the “City’s RFP No. _____”);

WHEREAS, The Consultant submitted a proposal in response to the City’s RFP No. _____; and

WHEREAS, The City has accepted the Consultant’s proposal pursuant to the terms hereinafter set forth;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. INCORPORATION OF RECITALS. The above terms and conditions are contractual in nature and not merely recitals and are hereby incorporated into this Agreement;

2. CONTRACT DOCUMENTS AND SCOPE OF SERVICES. The Contract Documents consist of this Agreement and the following Exhibits that, combined, define the duties, functions, obligations, responsibilities, and tasks of the Scope of Services:

Exhibit A – The City’s RFP No. _____; and

Exhibit B – The Consultant’s Proposal;

both attached hereto and hereby made a part hereof as if fully set forth herein;

3. NO EXCLUSIVE RIGHT TO WORK. Nothing contained herein shall grant the Consultant an exclusive right to perform the Scope of Services. The City may enter into similar agreements with other Consultants at its sole discretion on an as-needed basis;

4. DAYS/HOURS OF OPERATION. The Consultant shall, as directed by the City’s _____, provide the Scope of Services for _____ (_____) hours per _____ and _____ (_____) days per _____ in the City’s _____, during normal _____ hours, and shall always be readily available in person or by telephone for _____ consultation with the City’s _____;

5. COMPENSATION. The Consultant shall be compensated for the Scope of Services at the _____ rate of _____ (\$ _____) Dollars, payable in _____ installments;

6. TERM. The Term of this Agreement shall commence when signed below by the City’s Mayor and terminate _____ (_____) year(s) thereafter. The parties may, by mutual agreement, extend the Term of this Agreement for _____ (_____), additional years provided that all

other terms of this Agreement remain the same. No such extension shall be for greater than _____ (_____) year(s) and, under no circumstances, shall the entire Term of this Agreement, including any extension years, exceed _____ (_____) years;

or

COMMENCEMENT AND COMPLETION OF WORK. The Consultant shall commence the Scope of Services upon the execution of this Agreement by both parties and shall complete said services in a timely, efficient and diligent manner (certain time to complete? Any milestone dates?);

7. CONSULTANT'S REPRESENTATIVE AND KEY PERSONNEL. The following representative of the Consultant is hereby authorized to act on behalf of the Consultant with respect to the Scope of Services and shall have full authority to accept instructions, make decisions, communicate for and act on behalf of the Consultant at all times.

Consultant Representative: _____
Title: _____

In addition to the Consultant's Representative, the following Key Personnel of the Consultant shall be assigned to, participate in and be available to the City for the Scope of Services.

Key Personnel: _____
Title: _____
Title: _____

Neither the Consultant's Representative nor the Key Personnel shall be replaced by the Consultant without fifteen (15) days prior written consent of the City;

8. REPRESENTATIONS. The Consultant represents that it is qualified in relation to the Scope of Services and further represents that it has the requisite skill, expertise, and knowledge necessary to perform the Scope of Services, including any supplementary services. The Consultant hereby acknowledges that the City has relied upon said representations in entering into this Agreement;

9. CAPACITY/INDEPENDENT CONTRACTOR. Consultant is acting as an independent contractor and is not an employee of the City. This Agreement is for services only and does not create a partnership or joint venture between the Consultant and the City. The City shall not be required to pay, or make any contribution to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term of this Agreement. The Consultant is responsible for paying, and complying with reporting requirements for, all state, local, and federal taxes related to payments made to the Consultant under this Agreement;

10. INDEMNIFICATION. The Consultant shall indemnify, hold harmless and, at the City's option, defend the City, its officers, agents and employees, from third party claims for loss, cost, damage, liability, and/or injury to or death of a person, including the agents and employees of the Consultant, or loss of or damage to property, resulting directly or indirectly from the Consultant's or the Consultant's officers', agents' or employees' negligent performance pursuant to this Agreement, or by any negligent omission to perform some duty imposed by law or this Agreement upon the Consultant, its officers, agents and employees. The foregoing indemnity shall include

reasonable attorneys' fees and costs of suit, if applicable, shall not be limited by reason of any insurance coverage required pursuant to this Agreement, and shall survive the termination of this Agreement;

11. INSURANCE. The Consultant shall procure, at its sole expense, and maintain for the entire Term of this Agreement, including any extensions, insurance coverages as set forth in the City of Stamford Insurance Requirements included in the City's Request for Proposals No. _____ attached hereto as Exhibit A;

12. LIMITATION OF LIABILITY. The Consultant's sole remedy for City delays shall be an extension of time to complete the Scope of Services and the Consultant hereby waives any claims for consequential damages, including, but not limited to, principal office expense, loss of financing, reputation and/or lost profit;

13. ASSIGNMENT. The Consultant shall not assign or transfer any portion of the Scope of Services without the prior written approval of the City;

14. SUBCONTRACTING/SUBCONSULTING. Aside from those subconsultants/subcontractors disclosed in the Consultant's Proposal, attached hereto as Exhibit B, the Consultant is prohibited from further subconsulting/subcontracting the Scope of Services or any part of it unless the City first approves such subconsulting/subcontracting in writing and approves, in writing, of the specific subconsultant(s)/subcontractor(s) the Consultant proposes to be used. 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 subconsultant, the Consultant agrees to comply with the City's Code of Ordinances § 103.4;

15. REVIEW OF WORK. The Consultant shall permit the City, its agents and/or employees to review, at any time, all work performed pursuant to the terms of this Agreement at any stage of the work;

16. BOOKS AND RECORDS. The Consultant shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of this Agreement, settlement of claims, or any other matter pertaining to the Consultant'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 services performed under this Agreement;

17. CONTRACT EXTRAS. Pursuant to the City of Stamford Code of Ordinances, Section 23-18.4 C., it is specifically understood and agreed by the Consultant that all contract extras regarding this Agreement shall be governed by the City of Stamford Charter and/or Code of Ordinances. The City shall not be liable for payment of any additional costs, except as otherwise expressly set forth in this Agreement, unless the provisions of the City of Stamford Charter and/or Code of Ordinances are fully complied with. The City of Stamford Charter and Code of Ordinances can be found at www.municode.com;

18. COMPLIANCE WITH CITY OF STAMFORD CODE PROVISIONS. The Consultant hereby agrees to fully comply, to the extent applicable, with the requirements of the City of Stamford Code of Ordinances, Sections 103-1 through 103-10, regarding consultants in general. Failure to so comply shall constitute a material breach of the terms of this Agreement. The provisions of the City of Stamford Code of Ordinances can be found at www.municode.com;

19. TERMINATION.

- A. **TERMINATION FOR CAUSE, SANCTIONS AND PENALTIES.** If, through any cause, the Consultant shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Consultant 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 Consultant 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 Consultant pursuant to its performance under this Agreement shall, at the option of the City, become the City's property. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed up to the effective date of termination. The Consultant 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 Consultant's express written permission;

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

- 1) If the Consultant furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete;
- 2) If the Consultant 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 Consultant 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 Consultant and the City may withhold any payment to the Consultant for the purposes of setoff until such time as the exact amount of damages due the City from the Consultant is determined. Further, if applicable, the City shall have the right to:

- 1) Complete the Scope of Services, or any part thereof, either by itself or by other consultants, at the expense of the Consultant;
- 2) Purchase the products or services that are the subject of this Agreement elsewhere and hold the Consultant responsible for any increase in cost;
- 3) Pursue any equitable remedy, including, but not limited to, specific performance or injunction; and/or
- 4) Disqualify the Consultant from bidding on, submitting proposals for, or being awarded any City contract for a period not to exceed two (2) years from the date of such termination;

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 Consultant 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 Consultant 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 Consultant 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;

20. 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 Consultant 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;

21. COMPLIANCE WITH LAWS. The Consultant shall be responsible for compliance with all applicable federal, state and local laws, rules, regulations, codes, orders, ordinances, charters, statutes, policies and procedures;

22. CONFIDENTIALITY. During and after the Term of this Agreement, the Consultant, including, without limitation, its employees, agents, servants and representatives, shall not directly or indirectly disclose or make available to any person, firm, corporation, association or other entity of any reason or purpose whatsoever, or use or cause to be used in any manner adverse to the interest of the City, any financial, administrative or other confidential business information, except as require by law;

23. SETOFF OF PROPERTY TAXES OWED TO THE CITY OF STAMFORD. Pursuant to the City of Stamford Code of Ordinances Section 23-18.4.1 and Section 12-146b of the Connecticut General Statutes, as amended, the Consultant hereby acknowledges that the City shall have the right to set-off or withhold any payment, or portion thereof, due to the Consultant pursuant to this Agreement if any taxes levied by the City of Stamford against any property, both real and personal, owned by the Consultant are delinquent and have been so delinquent for a period of not less than one year. Any amount withheld from the Consultant pursuant to this section shall be applied to the Consultant's delinquent taxes, provided, however, that no such amount withheld shall exceed the amount of tax, plus penalty, lien fees and interest, outstanding at the time of withholding;

24. GIFTS. During the Term of this Agreement, including any extensions, the Consultant 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 Consultant shall include its members, officers, directors, employees, and owners of more than 5% equity in the Consultant;

25. CODE OF ETHICS. The Consultant is prohibited from using its status as a consultant to the City to derive any interest(s) or benefit(s) from other individuals or organizations and the Consultant shall comply with the prohibitions set forth in the Stamford Municipal Code of Ethics as codified in Chapter 19 of the City of Stamford Code of Ordinances;

26. MORALS CLAUSE. Neither the Consultant, the Consultant's Representatives nor the Consultant's key personnel shall commit any act or do anything which might reasonably be considered: (i) to be immoral, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the community and/or the reputation and goodwill associated with the City. If the Consultant, the Consultant's Representative or the Consultant's key personnel is accused of any act involving moral or ethical issues, dishonestly, theft or misappropriation, under any law, or any act which casts an unfavorable light upon its association with the community and/or the City or the Consultant is accused of performing or committing any act which could adversely impact the Consultant's events, programs, services, or reputation, the City shall have the right to terminate this contract upon fifteen (15) days written notice specifying the reason, within which period the Consultant may cure such offense. The determination of whether and to what extent the offense is cured shall be made by the City at its sole discretion;

27. NON-APPROPRIATION. The Consultant acknowledges that the City is a municipal corporation, 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 the Agreement is in effect;

28. GOVERNING LAWS. The parties deem this Agreement to have been made in the City of Stamford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Fairfield, at Stamford, only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court. The Consultant hereby waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding;

29. INTERPRETATION. The Consultant agrees that, in the event of any ambiguity between the terms of this Agreement and any of the incorporated Exhibits, the City, in its sole discretion, shall determine the terms and/or document(s) which shall prevail and take precedence, except for those terms relating to the Scope of Services or Compensation, to which such terms this section shall not apply; and

30. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one Agreement. Any signature on a copy of this Agreement or any document necessary or convenient thereto sent by facsimile, PDF or other electronic format shall be binding upon such transmission and the facsimile, PDF or other electronic format copy shall be deemed an original for the purposes of this Agreement.

31. NON-WAIVER. The failure of the City to insist upon strict performance of any of the terms, conditions or covenants herein shall not be deemed a waiver of any rights or remedies that the City may have; and shall not be deemed a waiver of any subsequent breach or default of the terms, conditions or covenants herein contained. The City reserves the right to require strict compliance therewith at any time, with or without notice, except as may be otherwise required herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE FOLLOWS.

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

Print:
Witness

By: _____
Caroline Simmons
Mayor
Date: _____

Print:
Witness

CONSULTANT

Print:
Witness

By: _____
_____, _____
Date: _____

Print:
Witness

Approved as to Form:

Approved as to Insurance:

Chris Dellaselva
Asst. Corp. Counsel

David Villalva
Risk Manager

Date: _____

Date: _____

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% if 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: _____

Indicate if company submitting this proposal is: _____ MBE _____ WBE _____ DBE

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: _____

CERTIFICATE OF CORPORATE RESOLUTION
RFQ/RFP

I, _____, SECRETARY OF _____
A CORPORATION EXISTING UNDER THE LAWS OF THE STATE OF _____, DO
HEREBY CERTIFY THAT THE FOLLOWING IS A TRUE COPY OF CERTAIN RESOLUTIONS
ADOPTED BY THE BOARD OF DIRECTORS OF SAID COMPANY, AT A MEETING THEREOF
DULY CALLED AND HELD ON THE _____ DAY OF _____, 20_____.

“RESOLVED, THAT THE _____
OF THE CORPORATION BE AND IS HEREBY AUTHORIZED TO SIGN
A CONTRACT WITH THE CITY OF STAMFORD, CONNECTICUT FOR
_____, RFP/RFQ No. _____”.

I, FURTHER CERTIFY THAT, _____ IS THE DULY
ELECTED _____ OF _____
AND THE FOREGOING RESOLUTION HAS NOT BEEN MODIFIED OR REPEALED AND IS
IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, I HAVE, HEREUNTO, SUBSCRIBED BY NAME AND AFFIXED
THE SEAL OF SAID CORPORATION THE _____ DAY OF _____, 20_____.

SECRETARY

CERTIFICATION AS TO CONTRACT SIGNATORY
For Limited Liability Companies (LLCs)
(Effective 9/1/2011)

I, _____ a _____ of _____,
(name of member or manager) (Member or Manager) (name of LLC)

LLC, a limited liability company organized and existing under the laws of the State of Connecticut (hereinafter the "Company"), hereby certify that:

1. that _____ is run by _____
(name of LLC) (Members or Managers)

2. that _____ is a _____ of _____
(name of contact signatory) (Member/Manager) (name of LLC)

and

3. that as such _____ is not prohibited from or
(name of Member/Manager who is contract signatory)
limited by the articles of organization from binding the LLC.

IN WITNESS HEREOF, the undersigned has affixed his/her signature this _____ day of

_____, 20_____.

(LLC Seal)

(Circle this L.S. if there is no seal)

Secretary (name of Secretary)

PROPOSER'S INFORMATION AND ACKNOWLEDGEMENT FORM

RFP No: _____

Date: _____

Proposer's Name: _____

Street Address: _____

City State Zip

Business Telephone: _____

Email: _____

DUNS Number: _____ Tax Id. No.: _____

Indicate (Yes/No) if company submitting this proposal is:

_____ MBE _____ WBE _____ DBE
(If yes, attach relevant certification)

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Addenda Acknowledgement – check and note date of addendum

<input type="checkbox"/> Addenda No. 1	<input type="checkbox"/> Addenda No. 2
<input type="checkbox"/> Addenda No. 3	<input type="checkbox"/> Addenda No. 4
<input type="checkbox"/> Addenda No. 5	<input type="checkbox"/> Addenda No. 6
<input type="checkbox"/> Addenda No. 7	<input type="checkbox"/> Addenda No. 8
<input type="checkbox"/> Addenda No. 9	<input type="checkbox"/> Addenda No. 10
<input type="checkbox"/> Addenda No. 11	<input type="checkbox"/> Addenda No. 12

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><u>White</u> (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u> (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- 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><u>American Indian or Alaskan Native</u>- 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>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART 1 – Bidder Information

<p>Company Name: Street Address: City & State: Chief Executive:</p>	<p>Bidder Federal Employer Identification Number: Or 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 No -Bidder is a minority business enterprise? Yes No (If yes, check ownership category) Black Hispanic Asian American American Indian/Alaskan Native Iberian Peninsula Individual(s) with a Physical Disability Female -Bidder is certified as above by State of CT? Yes No</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 No</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 No</p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes No</p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes No</p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes No</p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes No</p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes No</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 No N/A</p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes No</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 No N/A</p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes No</p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes No</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 No</p>	<p>12. Does your company have a written affirmative action Plan? Yes No If no, please explain.</p> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes No 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)				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
SOURCE	YES	NO	% of applicants provided by source		
State Employment Service				Work Experience	
Private Employment Agencies				Ability to Speak or Write English	
Schools and Colleges				Written Tests	
Newspaper Advertisement				High School Diploma	
Walk Ins				College Degree	
Present Employees				Union Membership	
Labor Organizations				Personal Recommendation	
Minority/Community Organizations				Height or Weight	
Others (please identify)				Car Ownership	
				Arrest Record	
				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)
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CITY OF STAMFORD, CONNECTICUT

REQUEST FOR PROPOSALS

FOR

PROFESSIONAL AUDITING SERVICES

March 3, 2022

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, 2022, June 30, 2023 and June 30, 2024.

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.

A. 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, 2022. 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, 2024. 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.

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 2021 and prior audit reports:

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

Adopted Budgets for Fiscal 2022 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 ACFRs for the last thirty-three years through June 30, 2020. (The F2021 ACFR application will be submitted before the end of March 2022.)

C. Fund Structure

All of the funds reported on in the ACFR, 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
- ACFR 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, 2021 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 ACFRs 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 (2020 and 2021).

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 ACFR. 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 (ACFRs 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 ACFR 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:

- ACFR for the City (20 copies)
- Pension Trust Fund Reports for CERF, Custodian, and Firefighter's Pension Funds (15 copies of each)
- Financial statements for the SWPCA (15 copies)
- Management Letters for the City and the SWPCA (10 copies)
- State Single Audit Report (10 copies)
- Federal Single Audit Report (10 copies)
- Electronic versions (PDF files) of all of the reports above
- State OPM Filing (ACFR, 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 Auditor 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 ACFR 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 ACFR.
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 ACFR 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 Annual Comprehensive 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 operating 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 2022) 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:

<u>General Audit</u>	Year 1	Year 2	Year 3
City ACFR	_____	_____	_____
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 REQUIREMENTS
Professional Auditing Services

The Consultant is required to submit certificates of insurance, which contain the minimum insurance coverages described below:

1. Standard workers' compensation, which complies with all Connecticut workers' compensation statutes and regulations.
2. Employer's liability insurance, which contains limits of liability of not less than \$100,000 each accident, \$100,000 disease policy limit and \$100,000 disease – each employee.
3. Commercial general liability insurance, with a minimum limit of liability of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Such coverage shall include the following:
 - (a) Products liability and completed operations, which shall be maintained for a period of not less than three (3) years following completion of the services under this Agreement or termination of the Agreement, whichever is later.
 - (b) Personal Injury and Advertising liability.
 - (c) Contractual liability insurance, which insures any indemnities contained in the Agreement between the Consultant and the City of Stamford.
 - (d) The City of Stamford and its employees, agents and officers designated as additional insureds.
 - (e) Policy shall be underwritten on an occurrence basis.
4. Commercial automobile liability insurance, which contains minimum limits of liability of \$1,000,000 per accident, and contains, at a minimum, the following coverage provisions:
 - (a) Coverage for all owned, non-owned and hired vehicles;
 - (b) The City of Stamford and its employees, agents and officers designated as additional insureds.
5. Professional liability insurance, which covers the services to be provided pursuant to the Agreement between the City of Stamford and the Consultant with a minimum limit of liability of \$2,000,000 per claim.
6. If any insurance is underwritten on a claims made, as opposed to an occurrence basis, the retroactive date in the policy shall be the earlier of the effective date of the Agreement between the Consultant and the City of Stamford or the date the Consultant commences its services for the City. The policy shall also contain an

extended reporting date of not less than three years following termination of the Agreement between the Consultant and the City of Stamford or conclusion of the services rendered by the Consultant, whichever is later.

7. All insurance required hereunder shall contain waivers of subrogation in favor of the City of Stamford and its employees, agents and officers. The Consultant shall waive any right of claim, loss or damage against the City of Stamford and its employees, agents and officers.
8. All insurance policies required under this Agreement shall contain thirty (30) days prior written notice to the City of Stamford's Risk Manager in the event of cancellation, termination or material change to any policy terms or conditions required hereunder.
9. The insurance required hereunder shall in no way serve to limit or reduce the liability of the Consultant under this Agreement.
10. The Consultant shall provide the Risk Manager with certificates of insurance, which evidence the insurance required hereunder. The Consultant shall provide the Risk Manager with renewal certificates of insurance within 15 days prior to the expiration of the policies. Consultant's failure to review said certificates of insurance or insurance policies shall not be deemed to be a waiver of the Consultant's obligations to comply with all provisions of these insurance requirements hereunder.

ACORD 101	CERTIFICATE OF INSURANCE
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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.
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	COMPANIES AFFORDING COVERAGE						
INSURED Name of Named Insured Street Address City, State Zip Code Telephone Number / Facsimile Number	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; text-align:center;">COMPANY A</td> <td>Name of Insurance Company</td> </tr> <tr> <td style="text-align:center;">COMPANY B</td> <td>Name of Insurance Company</td> </tr> <tr> <td style="text-align:center;">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	\$X,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$X,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$1,000,000
					EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$XXXXXXX
					MED EXP (Any one person)	\$XXXXXXX
A	AUTOMOBILE LIABILITY	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	COMBINED SINGLE LIMIT	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per Person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per Accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY – EACH ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	<input checked="" type="checkbox"/> STATUTORY LIMITS	\$
	EMPLOYERS' LIABILITY				EACH ACCIDENT	\$100,000
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				DISEASE - POLICY LIMIT	\$100,000
					DISEASE – EACH EMPLOYEE	\$100,000
C	Professional Liability	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	\$2,000,000 per occurrence	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:
The City of Stamford and its employees, agents, and officers designated as additional insureds under commercial general liability and automobile liability. All insurance required hereunder are primary, not excess or contributory, to any insurance maintained by or on behalf of City of Stamford. Waivers of subrogation on all insurance required hereunder apply to the City of Stamford and its employees, agents, and officers.

CERTIFICATE HOLDER	CANCELLATION
City of Stamford 888 Washington Boulevard Stamford, CT 06904-2152	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.