



Town of
EAST HAVEN
CONNECTICUT

REQUEST FOR PROPOSAL
For
AUDITING SERVICES

Joseph A. Carfora, Mayor

Jim Keeley, Director of Finance

Dawn Cummings, Purchasing Agent

**Final proposals must be received at the Purchasing
Department by**

10:00 am Tuesday, May 17, 2022

I. INTRODUCTION

A. General Information

The Town of East Haven is requesting proposals from qualified firms of certified public accountants to audit its financial statements.

There is no expressed or implied obligation for the Town of East Haven to reimburse firms for any expenses incurred in preparing proposals in response to this request. All proposals submitted and the information contained therein or attached thereto shall become public records upon delivery to the town.

During the evaluation process, the Selection Committee reserves the right, where it may serve the Town of East Haven's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the Selection Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The Town of East Haven reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposal, unless clearly and specifically noted in the proposal submitted by said firm.

B. Terms of Engagement

Contract Period

The agreement shall be for a three-year period and shall become effective immediately upon execution by all parties with implementation of all specified services to take place for the audit of fiscal year ending June 30, 2023. The contract entered into between the Town of East Haven and the firm shall extend for a term through and including the audit for fiscal year ending June 30, 2025. The agreement may be extended at the discretion of the Finance Director.

Compensation

Compensation for services shall be a fixed price for each year of the three-year term of the agreement. The fixed fee shall include a minimum number of hours to be allocated to the partner-in-charge, supervising manager, and field staff. Upon request, the firm will provide the Town with a statement of chargeable hours to substantiate billings. Any annual optional extensions shall be performed at prices to be negotiated before the option is exercised.

Termination of Contract

Following implementation, should the Mayor and or the Town Council find that the firm has failed in any material respect to perform its obligations under the agreement, the Town Council may cancel the agreement. The firm shall be liable for damages from such breach including reasonably foreseeable incidental and consequential damages. Should the town find that the provision of auditing services under the terms of the agreement precludes the Town from administering its duties in an effective and efficient manner, the Town Council may cancel the agreement upon 180 days written notice to the firm. In such event, the Town shall compensate the firm at the pro rata hourly rate for services performed

through the effective date of the cancellation which shall be in full and complete satisfaction of the firm's claim. The firm shall provide the Town at least 180 days' prior written notice of its intent to terminate any agreement.

II. BACKGROUND INFORMATION

The auditor's principle contact with the Town of East Haven will be the Director of Finance, or a designated representative, who will coordinate the assistance to be provided by the Town of East Haven to the auditor.

The Town of East Haven serves as an area of 13.4 miles with a population of approximately 29,257. The Town of East Haven's fiscal year begins July 1st and ends on June 30th.

The Town operates under a Mayor-Council form of government. A town Charter and Code of Ordinances governs the Town's operation. In addition, certain Town and Board of Education transactions are governed by the State of Connecticut General Statutes (CGS).

The accounting basis for all Town funds conforms to the GAAP accounting and financial reporting principles of the Government Accounting Standards Board and any applicable Connecticut State Statutes.

All funds under the administrative control of the Director of Finance and/or the Board of Education shall be included in the audit. Fixed assets, infrastructure, and all long-term debt shall also be included.

The Town's auditors, name have been PKF O'Connor Davies from 2017- Present.

The Town Council is the appointing authority for the auditor.

III. ASSISTANCE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

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

1. Adjusted trial balance for all funds.
2. Detailed schedules of revenues and expenditures, expenses, accounts payables and receivable, and encumbrances.
3. Detail of balance sheet and subsidiary account activity.
4. Check registers for all funds.
5. Bank reconciliations for all accounts
6. Detail of capital projects expenditures on a fiscal year basis
7. Analysis of accounts as requested
8. Investment activity

9. Debt schedules
10. Fixed assets schedule
11. Payroll records
12. Schedule of compensated absences
13. Latest Actuarial Reports for the pension
14. Latest Actuarial report for the Workers' Compensation Fund and the Property and Casualty Self Insurance Fund
15. Completed ED-001 and Supporting Documents
16. Schedule of Federal and state assistance.

The audit firm will assist the Town in compiling the GAAP basic statements, all combining schedules, and the notes to the combined financial statements. It shall also assist in the preparation of the schedule for all capital leases.

The audit firm will cause to be printed and have bound the General Purpose Financial Statements (GPFS), the Federal Single Audit Report, and the State Audit Report and provide them to the Town in the following numbers: 30 each. In addition, electronic copies of the reports are to be provided. The audit firm will deliver by the statutorily required time reports to the following: Town of East Haven Town Clerk; the Federal Single Audit Clearinghouse (the federal reporting package including the data collection form, financial statements, and federal single audit filed and certified electronically); State of Connecticut OPM; the state of Connecticut Department of Education; the State of Connecticut Department of Human Resources; other reports shall be delivered to the Director of Finance. The audit firm will provide a list of addresses for Federal and State Single Audit department fillings. The audit firm will also prepare the Data Collection Forms for Reporting on Audits of States, Local Governments, and Non-Profit Organizations, Form SF-SAC, or any of its successor forms or additional forms for the Federal Single Audit or for compliance with any audit requirements of the Federal Stimulus Grant money. The firm will prepare any forms the State of Connecticut may require for Single Audit.

Office space will be provided in close proximity to the financial records. A telephone and a shared fax line will be made available as well as the use of a copy machine during the engagement. The auditor will be required to provide its own equipment and other office materials.

IV. NATURE OF SERVICES REQUIRED

A. General

The Town of East Haven is soliciting the services of qualified firms of certified public accountants to audit its financial statements for three (3) fiscal years commencing with the fiscal year ending June 30, 2022 with optional extensions for an additional two (2) years. These audits are to be performed in accordance with the provisions contained in this Request for Proposal.

B. Qualifying Requirements

Firms submitting proposals must be qualified to perform independent audits of municipalities of the State of Connecticut. The firm or the proposed engagement management must have been engaged during the fiscal year ending June 30, 2020 as independent auditors for the purpose of rendering an opinion on the annual financial statements for a minimum of two (2) Connecticut municipalities.

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

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

Supervisory members of the Audit team, including the "in charge" field auditor, should be Certified Public Accountants and have a minimum of three (3) years of municipal audit experience in the State of Connecticut. The Selection Committee will strongly consider municipal audit experience and certification in evaluating the proposer's audit team.

C. Scope of Work to be Performed

The Town of East Haven desires the auditor to express an opinion on the fair representation of its basic financial statements in conformity with generally accepted accounting principles. This will include the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information. Certain required supplementary information (RSI), such as management's discussion and analysis (MD &A) and budgetary comparison information are required by generally accepted accounting principles to accompany the basic financial statements. Certain limited procedures should be applied to required supplementary information, but it is not required to be audited and no opinion need be expressed on it.

D. Auditing Standards to be Followed

These audits are to be performed in accordance with generally accepted auditing standards as set forth by the Auditing Standards Board (United States), the standards set forth for financial audits in the General Accounting Office's (GAO) Government Auditing Standards, provisions of the Federal Single Audit Act with Amendments of 1996 and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State Local Governments and Non-Profit Organizations and the provisions of Section 4-230 through 4-236 of the Connecticut General Statutes concerning the State Single Audit Act and the Review Package for Auditing of Local School District Expenditure Data, as set forth by the State of Connecticut Dept. Of Education.

E. Reports to be Issued

Following the completion of the Audit of the fiscal years' financial statements, the auditor shall issue, as required by generally accepted auditing standards, Government auditing Standards, OMB Circular A-133, and the Connecticut General Statutes, including but not limited to the following:

- A report on the fair presentation of the basic financial statements in conformity with generally accepted accounting principles and to report on the fairness of the additional information.

- A report on the internal control structure based on the auditors understanding of the control structure and assessment of control risk.
- A report on the internal control over financial reporting and on compliance and other matters based on the audit of the financial statements in accordance with Government Auditing Standards.
- A report on internal controls and compliance applicable to major federal programs.
- A report on internal controls and compliance applicable to major state programs.
- Reports on the schedules of expenditure of federal awards and state financial assistance.
- Required State Department of Education Reports including, but not limited to: ED 001, and ED 06.
- The municipal Audit Questionnaire required by the State of Connecticut Office of Policy and Management.
- Federal Data Collection Form.

At the request of the Mayor or the Town Council, the auditor may be requested to provide additional reports specific to the needs of the Town of East Haven. Any additional request for reports not included in this RFP will be submitted as an addendum to the auditing firm for acceptance and approval and may incur additional cost to the Town of East Haven to compensate the auditing firm for such requested reports.

F. 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 Town of East Haven of the need to extend the retention period. The auditor will be required to make working papers available, upon request by the Town of East Haven.

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.

G. Other Audit Services

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

H. Implied Requirements

All services not specifically mentioned in this request for proposals that are necessary to provide the functional capabilities described by the auditor shall be included in the Scope of Services. This includes software or other support to calculate the interest accrual on debt and the allowance for uncollectable taxes.

V. TIME REQUIREMENTS

A. Proposal Calendar

Specifications for the RFP for Auditing services will be available on the Town of East Havens' website on April 18, 2022. Proposals will be due on May 17, 2022 by 10:00 am.

Any proposal received later than this time will be returned to the firm unopened. All proposals must be submitted in a sealed envelope bearing on the outside- the firms name, the firms address, and the words – The Town of East Haven - Audit proposal. The proposal must be signed in the name of the firm and must bear the signature of a person authorized to sign the proposal. Include the name, office address and office telephone number of the firm representative qualified to answer questions which may arise during the review process.

Proposals must be submitted to the Town of East Haven, CT. The Finance director will evaluate all proposals but reserves the right to reject any and all proposals, to waive any and all informalities, or immaterial irregularities, and to request clarifications of minor and non-substantial items.

The week of May 23, 2022 – (Note: This date may change to the following week.) A maximum of three (3) firms will be invited to make an oral presentation to the Selection Committee. The exact date and time will be announced to the invited firms. Except by appointment for this presentation, individual meetings will not be held with prospective firms. The Town will not be liable for any cost incurred by the proposer in connection with such oral presentations.

Appointment will be made by June 2, 2022. A Contract letter will be within fifteen (15) days of the appointment.

B. Report Submission

The submission dates for the various reports to the municipality and the appropriate cognizant agencies must be in compliance with the Connecticut General Statutes, the requirements of the State Department of Education, the provisions of both State and Federal Single Audit Act, and OMB Circular A-133 and any other state or federal Audit requirements.

The Auditor shall promptly notify the Director of Finance of any suspicion of fraud, defalcation or misapplication of funds. Such notice shall be in addition to any notice to grantors required by single audit legislation. Prompt notification shall also be made for any material weakness in internal control or noncompliance with a significant internal control.

VI. PROPOSAL REQUIREMENTS

A. Inquiries

Inquiries concerning the Request for proposal should be made to:

Jim Keeley, Director of Finance
Town of East Haven
250 Main St
East Haven, CT 06512
203-468-3341 EXT 13341
jkeeley@townofeasthavenct.org

B. Submission of Proposal

The following material is required by the Town of East Haven, for a proposal to be considered:

The proposal and three (3) copies including the following

- 1) Audit Services Proposal Letter (see appendix D)
- 2) Table of Contents
- 3) Transmittal Letter

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

- 4) Detailed Technical Proposal

The detailed technical proposal should follow the order set forth in Section VI of this Request for Proposal.

- 5) Guarantees and Warranties

Executed copies of Proposer Guarantees and Proposer Warranties attached to this Request for Proposal (Appendix A).

- 6) Insurance

Executed copy of intent to provide insurance. (Appendix B).

- 7) Copy of a dollar cost bid attached (Appendix D).

Proposers should have delivered the completed proposal with all attachments delivered to the following address:

Jim Keeley, Director of Finance

Town of East Haven
250 Main St
East Haven, CT 06512
203-468-3341 EXT 13341
jkeeley@townofeasthavenct.org

C. Technical Proposal

1. General Requirements

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

The technical proposal should address all the points outlined in the Request for Proposal (excluding any cost information which should only be included in Appendix D). The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the Request for Proposal. While additional items may be presented, the following subjects, items Nos. 2 through 9, must be included. They represent the criteria against which the proposal will be evaluated.

2. Independence

The firm should provide an affirmative statement that it is independent of the Town of East Haven as defined by generally accepted auditing standards and the U.S. Comptroller General's Government Auditing Standards.

The firm should also list and describe the firm's professional relationships involving the Town of East Haven or any of its agencies for the past three (3) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit. In addition, the firm shall give the Town of East Haven written notice of any professional relationships entered into during the period of this agreement.

3. License to Practice in Connecticut

An affirmative statement should be included indicating that the firm and its municipal partner are qualified to practice in Connecticut, that they are qualified to perform independent audits of municipalities of the State of Connecticut, and that they are qualified to perform federal and state single audits.

4. Firm Qualifications and Experience

The proposal should state the size of the firm, the size of the Firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the staff to be so employed for the Town of East Haven's audit.

The firm shall also provide information on the results of the firm's latest federal or state desk reviews or field reviews of its audits. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations. The firm will also submit the latest Peer Review Report on the firm's system of quality control for its accounting and auditing practice.

6. Partner Supervisory and Staff Qualifications and Experience

The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in Connecticut. The number of hours of Continuing Professional Education (CPE) taken should be shown for the past three (3) years. Although it is part of the total, the number of hours of CPE in governmental topics should be shown separately. The firm also should indicate how the quality of staff over the term of the agreement will be assured.

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

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. However, the Town of East Haven retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this Request for Proposal may be changed; however, the Town of East Haven retains the right to approve or reject replacements.

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

6. Similar Engagements with Other Government Entities

For the firm's office or the proposed engagement management that will be assigned responsibility for the audit, list the most significant engagements (minimum of 2) performed in the last five years that are similar to the engagement described in this Request for Proposal. Indicate the scope of work, date, total hours committed to the engagement, and the name and telephone number of the principal client contact.

7. Audit Approach

Proposers should provide the following information on their audit approach:

NO DOLLARS SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL

-Proposed segmentation of the engagement.

-Level of staff and number of hours to be assigned to each proposed segment of the engagement.

-Approach to be taken to gain and document an understanding of the Town of East Haven's internal control structure.

D. Dollar Cost Bid

1) Total All-Inclusive Maximum Price

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

The Town of East Haven will not be responsible for expenses incurred in preparing and submitting the technical proposal or the dollar cost bid.

2) Fixed Fees by Category.

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

3) Rates for Additional Professional Services

If it should become necessary for the Town of East Haven to request the auditor to render any additional services requested in this Request for Proposal or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the Town of East Haven and the firm. Any such additional work agreed to between the Town of East Haven and the firm shall be performed at the rate set forth in the schedule of fees and expenses included in the dollar cost bid in Appendix C.

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 dollar cost bid proposal. Interim billings shall cover a period of not less than a calendar month. Ten percent (10%) will be withheld from each billing pending delivery of the firm's final reports.

VII. EVALUATION PROCEDURES

A. Selection Committee

Proposals submitted will be evaluated by a Selection Committee.

B. Evaluation Criteria

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

1. Mandatory Elements

- The audit firm is independent and licensed to practice in Connecticut and qualified to perform independent audits of Connecticut municipalities.
- The audit firm is qualified to perform Federal and Connecticut state single audits.
- The audit firm's professional personnel have received adequate continuing professional education within the preceding three years including the requirement for governmental training.
- The firm has no conflict of interest with regard to any other work performed by the firm for the Town of East Haven.
- The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.
- The firm adheres to the instructions in this Request for Proposal on preparing and submitting the proposal.

2. Technical Qualifications

- Expertise and Experience
- The firm's or the proposed engagement management's past experience and performance on comparable government engagements.
- The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
- Experience with the preparation of federal and state financial assistance schedules and related reports.

3. Audit Approach

Describe how the firm intends to conduct the audit in the first year versus subsequent years.

4. Price

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

C. Oral Presentations

During the evaluation process, the Selection Committee may, at its discretion, request any one or a maximum of three (3) firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Selection Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

D. Final Selection

The Town of East Haven will approve a firm based upon the recommendation of the Selection Committee.

Right to Reject Proposals

The Town of East Haven reserves the right without prejudice to reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms, and to waive minor inconsistencies with the Request for Proposal.

VIII. TERMS AND CONDITIONS

A. CONTRACT PERIOD

The contract shall become effective immediately upon execution by all parties, with implementation of all specified services to take place for the audit of the Fiscal Year ended June 30, 2023. The contract entered into between the Town and the firm shall extend for a term through and including the audit for the fiscal year ending June 30, 2025. The contract may be extended for an additional two years at the discretion of the Director of Finance.

In the event that the firm to which the contract is awarded does not implement the Audit Services Contract on or before May 24, 2022, or if there is reasonable indication that the firm is performing in such a way that implementation is not likely to occur on the scheduled date, then the Director of Finance may:

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

B. COMPENSATION

Compensation for services shall be proposed for a three-year 'fixed scope--fixed fee' contract. The fees shall include a minimum number of hours to be allocated by the partner in charge, supervising manager, and field staff. On request, the firm will provide the Town with a statement of chargeable hours to substantiate billings.

Changes in compensation shall be negotiated only if the Town expands or reduces the scope of services for any given year or offers the firm subsequent optional extension years beyond the base three-year term.

C. CONTRACT TERMINATION

Following implementation, if the Director of Finance finds that the firm has failed in any material aspect to perform its obligations under the Contract, the Board of Aldermen may cancel the Contract. The firm shall be liable for damages from such breach including reasonably foreseeable incidental and consequential damages. Should the Town find that the provision of auditing services under the terms of the Contract precludes the Town from administering its duties in an effective and efficient manner, then the Town Council may cancel the Contract on 30 days written notice to the firm. In such event, the Town shall compensate the firm at the hourly rate for services performed through the effective date of the cancellation which shall be in full and complete satisfaction of the firm's claims. The firm shall provide the Town with at least 30 days prior written notice of its intent to terminate any agreement.

D. FAMILIARITY

Firms shall thoroughly examine and be familiar with these specifications, including all attachments. The failure or omission of any firm to receive or examine this RFP and its attachments shall in no way relieve any proposer of obligations with respect to the RFP or its requirements. The submission of a proposal shall be taken as prima facie evidence of compliance with this paragraph.

APPENDIX A

PROPOSER GUARANTEES & PROPOSER WARRANTIES

Proposer Guarantees

1. The proposer certifies it can and will provide and make available, at a minimum, all services set forth in Section IV, Nature of Services Required.

Proposer Warranties

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

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

APPENDIX B

INSURANCE

INSURANCE EXHIBIT - PROFESSIONAL SERVICES

The professional individual or firm shall procure and maintain for the duration of the contract at no additional cost to the Town, insurance against claims for injuries to persons or damages to property which may arise out of, result from, or be in connection with the performance and obligation of the work hereunder by the individual or the firm, his agents, representatives, or employees.

The selected firm's Liability Insurance policies shall be endorsed to add the Town as a named additional insured. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the selected firm's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claim made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 24 months. In any event, insurance shall be maintained for the duration of the contract and if on a claim made basis, coverage shall be maintained for 24 months following the completion of the contract. Insurance shall be provided by insurers satisfactory to the Town, authorized to do business in the State of Connecticut and having an "A" Best's Rating as shown in the most current A.M. Best Company ratings

For the purpose of this clause, the term "professional individual or firm" shall also include the individual's or firm's respective officers, agents, officials, employees, volunteers, boards and commissions.

A. Minimum Scope and Limits of Insurance

-Workers Compensation

(Limits as required by State of Connecticut Labor Code)

B. Employers' Liability

\$100,000 each accident

\$500,000 disease/policy limit

\$100,000 disease/each employee

C. Professional Liability (Errors & Omissions)

(If on a claims-made basis, insurance coverage shall be maintained for the duration of the contract and for two (2) years following contract completion.)

\$5,000,000 per occurrence

\$5,000,000 aggregate

D. Personal Property Coverage

Adequate insurance to cover the value of personal property (including but not limited to, personal computers) belonging to the Auditor while located on the Town of East Haven property, while in use or in storage, for the duration of the contract.

A.1 General Liability Insurance: Providing coverage to protect the Town for all damages arising out of bodily injuries, sickness, or death of all persons in any one accident of occurrence and for all damages arising out of destruction of property in any one accident or occurrence, \$1,000,000 per occurrence; \$2,000,000 aggregate. Excess Liability \$2,000,000 aggregate.

A.2 Automobile Liability Insurance: Providing coverage to protect the Town with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use, or loading and unloading of any owned or non-owned vehicle. \$1,000,000 combined single limit (CSL)

A.3 Workers' Compensation: Selected firm shall comply with all State of Connecticut Statutes as it relates to workers' compensation.

A.4 Hold Harmless Agreement: In addition to its obligation to provide insurance as specified above, the selected firm, its agents and assigns shall indemnify and hold harmless the Town of East Haven, including but not limited to its elected officials, its officers and agents ("the Town") from any and all claims made against the Town, including but not limited to damages, awards, costs, and reasonable attorneys' fees to the extent any such claim directly and proximately results from the wrongful, willful, or negligent performance of services by the selected firm entered into by reason thereof. The Town agrees to give the selected firm prompt notice of any such claim and absent conflict of interest, an opportunity to control the defense thereof.

Verification of Coverage

The Auditor shall furnish the Town of East Haven with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Director of Finance before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Town of East Haven reserves the right to require complete, certified copies of all required policies, at any time.

All insurance documents required by this Exhibit shall be mailed to the Director of Finance.

The auditing firm submitting this proposal hereby assures the Town of East Haven that the above-referenced insurance requirements will be met by it should it be awarded the auditing contract:

Intent to Provide Insurance

Firm: _____

Signed By: _____

Name (Typed): _____

Date: _____

APPENDIX D

Audit Services Proposal

To be submitted on your firm's letterhead.

Firm's Name: _____

Location of office staffing the audit: _____

Number of Municipal professional audit staff at this location: _____

Number of Municipal audit staff to be assigned to the Town of East Haven _____

Connecticut Municipal Audit Clients

List fiscal year 2020 engagements for municipalities with population of 8,000 or higher.

1.

2.

3.

**Town of East Haven
Non-Collusion Affidavit of Prime Bidder
& Recognition of Non-Assignment**

State of _____

ss:

County of _____

(Bidder submitting Bid)

being first duly sworn, deposes and says that:

1. He/she is (owner, partner, officer, representative, or agent of)

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.

3. Such Bid is genuine and is not collusive or a sham Bid.

4. Neither the said Bidder or any of its officers, partners, owners, agents, representatives, employees, or parties in interest including this affiant has in anyway colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid prices or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of East Haven or any other person interested in the proposed contract.

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents.

6. The Contractor shall have no right to transfer, sublet or assign its Bid, any resulting contract or any portion thereof, or any underlying work or rights/responsibilities relating thereto to any person, firm, or corporation or to vary the terms of this contract without the written consent of the Town.

Bidder Signature

Date

Personally Appeared: _____, Signer and Sealor of the foregoing Instrument, and acknowledged the same to be their free act and deed before me.

(Seal)

*Notary Public
Commissioner of the Superior Court*