

TOWN OF DARIEN REQUEST FOR PROPOSALS FOR AUDITING SERVICES

LEGAL NOTICE

TOWN OF DARIEN REQUEST FOR PROPOSALS

FOR

PROFESSIONAL AUDITING SERVICES

March 3, 2010

The Town of Darien, Connecticut is requesting proposals from qualified firms of certified public accountants, in accordance with the provisions of the Connecticut General Statutes, to conduct an examination and to render an opinion on the comprehensive annual financial statements of the Town of Darien will be received at the office of the First Selectman until 3:00 pm on March 26, 2010 at which time no further proposals will be considered. Request for Proposal forms may be obtained at the office of the Finance Director from 8:30 a.m. until 4:30 p.m. on Mondays through Fridays. Information concerning this Request for Proposals may be obtained by contacting Kathleen Clarke Buch, Finance Director at (203) 656-7334. The Town of Darien is an Equal Opportunity Employer.

TABLE OF CONTENTS

I. INTRODUCTION

- A. General Information
- B. Terms of Engagement

II. DESCRIPTION OF THE GOVERNMENT

- A. General
- B. Background Information
- C. Fund Structure
- D. Budgetary Basis of Accounting
- E. Pension Plans

III. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

- A. Statements and Schedules to be prepared by the Town of Darien
- B. General

IV. NATURE OF SERVICES REQUIRED

- A. General
- B. Qualifying Requirements
- C. Scope of Work to be Performed
- D. Auditing Standards to be Followed
- E. Reports to be Issued
- F. Special Considerations
- G. Working Paper Retention and Access to Working Papers
- H. Other Audit Services
- I. Implied Requirements

V. TIME REQUIREMENTS

- A. Proposal Calendar
- B. Schedules for the Annual Audit and the Pension Plan Audit
- C. Report Submissions

VI. PROPOSAL REQUIREMENTS

- A. General Requirements
 - 1. Inquiries
 - 2. Submission of Proposals
- B. Technical Proposal
 - 1. General Requirements
 - 2. Independence
 - 3. License to Practice in Connecticut
 - 4. Firm Qualifications and Experience
 - 5. Partner, Supervisory and Staff Qualifications and Experience
 - 6. Similar Engagements with Other Government Entities
 - 7. Audit Approach
 - 8. Identification of Anticipated Potential Audit Problems
- C. Dollar Cost Proposal
 - 1. Total All-Inclusive Maximum Price
 - 2. Fixed Fees by Category
 - 3. Rates for Additional Professional Services
 - 4. Manner of Payment

VII. EVALUATION PROCEDURES

- A. Selection Personnel
- B. Evaluation Criteria
 - 1. Mandatory Elements
 - 2. Technical Qualifications
 - 3. Price
- C. Oral Presentations
- D. Final Selection
- E. Right to Reject Proposals

APPENDICES

- A. Proposal for Auditing Services
- B. Proposer Guarantees and Proposer Warranties
- C. Insurance
- D. Audit Services Proposal Letter Fixed Fees

I. INTRODUCTION

A. General Information

The Town of Darien (the Town) is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal years ending June 30, 2010, 2011, 2012. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards (1994)*, the provisions of the Federal Single Audit Act of 1984, as amended in 1996, and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments and Non-profit Organizations*, 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.

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

To be considered, an original and five (5) copies of a proposal must be received by the Town of Darien, First Selectman's Office, 2 Renshaw Road, Darien, CT 06820 by 3:00 pm March 26, 2010. The Town of Darien reserves the right to reject any or all proposals submitted. Proposals submitted will be evaluated by accounting personnel, Town administrators and Audit Committee members.

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

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

It is anticipated the selection of a firm will be completed no later than April 27, 2010. Following the notification of the selected firm, it is expected that an engagement letter will be executed between both parties within 30 days of approval.

B. Term 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, 2010. 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, 2012. The agreement may be extended at the discretion of the Board of Finance.

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

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

II. DESCRIPTION OF THE GOVERNMENT

A. General

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

B. Background Information

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

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

The Town of Darien provides the following services to its citizens:

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

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

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

1. Official Statement for most recent bond sale (January 20, 2010)
2. 2009 Report on Federal Awards
3. 2009 Report on State Financial Assistance
4. 2009/2010 Adopted Budget
6. 2009 CAFR (Comprehensive Annual Financial Report)

The Town received the GFOA Certificate of Achievement for Excellence in Financial Reporting for its CAFRs for the last twenty years through June 30, 2008. It is anticipated that the Certificate will also be awarded for the fiscal year ended June 30, 2009 CAFR as well.

C. Fund Structure

The Town of Darien uses all of the funds included in the budget and the CAFR under general ledger control, and account groups in its financial reporting.

D. Budgetary Basis of Accounting

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

E. Pension Plans

The Town of Darien participates in the following pension plans:

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

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

III. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Statements and Schedules and Other Pertinent Information to be Prepared by the Town of Darien

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

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

B. General

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

IV. NATURE OF SERVICES REQUIRED

A. General

The Town of Darien is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the fiscal years ending June 30, 2010, 2011 and 2012 with an option to extend at the discretion of the Board of Finance. These audits are to be performed in accordance with the provisions contained in this request for proposals.

B. Qualifying Requirements

Qualified Firm:

Firms submitting proposals must be qualified to perform independent audits of municipalities of the State of Connecticut. The firm must have been engaged during the fiscal year ending June 30, 2009, as independent auditors for the purpose of rendering an opinion on the annual financial statements of a Connecticut municipality with a population of at least 15,000.

Location:

The auditor's must have an office located within the State of Connecticut, and resident staff must be able to offer the full range of auditing services required by this Request for Proposals.

Non-Discrimination:

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

Reports:

Each proposer shall submit copies of at least two Comprehensive Annual Financial Reports issued by Connecticut municipalities in which their opinion is contained. *At least one of these reports shall have been awarded the GFOA Certificate of Achievement for Excellence in Financial Reporting within the past three years.*

Other:

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 personnel intend to strongly consider municipal audit experience and certification in evaluating the proposer's audit team. It is the Town's desire to maintain a consistently qualified team during the term of the engagement.

List the current Connecticut municipal clients and the Connecticut clients lost and gained during the calendar year 2009.

C. Scope of Work to be Performed

The Town of Darien 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, the Management's Discussion and Analysis and the Budgetary Comparison contained in the Comprehensive Annual Financial Report. 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 may also be responsible for the Government-wide Financial Statements.

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

D. Auditing Standards to be Followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. Comptroller General's Government Auditing Standards, the provisions of the Single Audit Act of 1984, as amended in 1996, the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-profit Organizations, and in conjunction and conformity with the Connecticut Single Audit Act.

E. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue, as required by generally accepted auditing standards, *and Government Auditing standards, OMB Circular a-133, and the Connecticut Single Audit Act*, including but not limited to the following:

- A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
- A report on compliance and on internal control over financial reporting based on an audit performed in accordance with *Government Auditing Standards*.
- A report on the Schedule of Expenditures of Federal Financial Assistance.
- A report on compliance and internal control over compliance applicable to each major federal award program.
- A report on the Supplementary Schedule of State Financial Assistance.
- A report on the internal control over compliance in accordance with the State Single Audit Act.
- A report on compliance with the general requirements applicable to state financial assistance programs.
- A report on compliance with specific requirements applicable to major state financial assistance programs.

The auditor shall communicate in a letter to the Board of Finance any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

F. Special Considerations

1. The Town of Darien will send its Comprehensive Annual Financial Report to the Government Finance Officers Association of the United States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting program in a timely manner. The Town will not allow an extension on submission for this program.
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 comprehensive annual financial report.
3. The Town of Darien currently anticipates it will prepare one or more official statements in connection with the sale of debt securities which will contain the basic financial statements and the auditor's opinion thereon. The auditor shall be required, if requested by the Town's financial advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters".

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 three (3) years, unless the firm is notified in writing by the Town of Darien of the need to extend the retention period. The auditor will be required to make working papers available, upon request by the Town of Darien. In accordance with the requirements of Government Auditing Standards and of the Single Audit Act Amendments of 1996, the auditor is required to provide access to the working papers and photocopies thereof to a federal agency or the Comptroller General of the United States upon their request for their regulatory oversight purposes. If such a request is made, the auditor will inform the Finance Director prior to providing such access.

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

H. Other Audit Services

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

I. 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.

V. TIME REQUIREMENTS

A. Proposal Calendar

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

Request for proposals issued	March 3, 2010
Due date for proposal	March 26 2010 @ 3:00 pm
Oral presentation by selected firms	April 12, 2010 through April 16, 2010
Appointment by Board of Finance	on or before April 27, 2010
Contract date	within 30 days of appointment

B. Schedule for the Annual Audit and Pension Plan Audit

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

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

C. Report Submissions

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

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

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

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

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

VI. PROPOSAL REQUIREMENTS

A. General Requirements

1) Inquiries

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

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

2) Submission of Proposals

The following material is required to be received by 3:00 p.m. on March 26, 2010 for a proposing firm to be considered:

a. The Proposal and five copies are to include the following:

i. Title Page

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

ii. Table of Contents

iii. 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.

iv. Detailed Proposal

The detailed proposal should follow the order set forth in Section VI B of this request for proposals.

v. Guarantees and Warranties

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

vi. Insurance Schedule (Appendix C).

vii. Audit Services Proposal Letter (Appendix D).

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

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

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

The envelopes shall be clearly marked as follows:

Envelope #1: Audit Technical Proposal

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

B. Technical Proposal

1. General Requirements

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

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

The Technical Proposal should address all the points outlined in the request for proposals (excluding any cost information which should only be included in Appendix A). The Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. While additional items may be presented, the following subjects, items Nos. 2 through 8, 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 Darien as defined by generally accepted accounting standards and the U.S. Comptroller General's *Government Auditing Standards* (1994).

The firm should also list and describe the firm's professional relationships involving the Town of Darien or any of its agencies for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give the Town of Darien written notice of any professional relationships entered into during the period of this agreement.

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

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

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

5. Partner, Supervisory and Staff Qualifications and Experience

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

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

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

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of Town of Darien. Replacement personnel must have the same or greater level of municipal audit experience as the originally proposed staff or the Town of Darien will be entitled to a 10% reduction in fees. In any case, the Town of Darien retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposals can only be changed with the express prior written permission of the Town of Darien, which 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 or the Town of Darien will be entitled to a 10% reduction in fees.

6. Similar Engagements with Other Government Entities

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

7. Specific Audit Approach

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

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

- a. Proposed segmentation of the engagement
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement.
NO DOLLARS SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL
- c. Sample size and the extent to which statistical sampling is to be used in the engagement.
- d. Extent of use of EDP 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 Town of Darien's internal control structure.
- 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 firm's approach to resolving these problems and any special assistance that will be requested from the Town of Darien.

9. Report Format

The proposal should include sample formats for required reports.

NO DOLLAR AMOUNTS SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL.

C. Sealed Dollar Cost Proposal

1. Total All-Inclusive Maximum Price

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

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

2. Fixed Fees by Category

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

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

4. Rates for Additional Professional Services

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

5. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement in accordance with the firm's dollar cost proposal. Interim billings shall cover a period of not less than a calendar month. The Town reserves the right to withhold ten percent (10%) from each billing pending delivery of the firm's final reports.

VII. EVALUATION PROCEDURES

A. Selection Personnel

Proposals submitted will be evaluated by the Finance Director, the Administrative Officer and Audit Committee members.

B. Evaluation Criteria

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

1. Mandatory Elements

- a. The audit firm is independent and licensed to practice in Connecticut.
- b. The audit firm's professional personnel have received adequate continuing professional education within the preceding three years.
- c. The firm has no conflict of interest with regard to any other work performed by the firm for the Town of Darien.
- d. The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.
- e. The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.
- f. The firm submits copies of at least two Comprehensive Annual Financial Reports issued by Connecticut municipalities in which their opinion is contained. *At least one of these reports shall have been awarded the GFOA Certificate of Achievement for Excellence in Financial Reporting within the past three years.*

2. Technical Qualifications

a. Expertise and Experience

1. The firm's past experience and performance on comparable government engagements.
2. 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.
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. Audit Approach

1. Service Delivery Plan: Describe how the firm intends to conduct the audit in the first year versus subsequent years. Describe the service delivery system including what will be done, by whom, how and where. Provide detail on staffing requirements. Describe how the services will be coordinated and monitored and how access to them will be ensured through entrance conferences, progress reporting, and exit conferences.

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

C. Oral Presentations

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

D. Final Selection

The selection personnel will recommend a firm for approval by the Board of Finance. It is anticipated that a firm will be selected by April 27, 2010. Following notification of the firm selected, it is expected a contract will be executed between both parties within thirty (30) days of approval.

E. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town of Darien and the firm selected.

The Town of Darien 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.

APPENDIX A

PROPOSAL FOR AUDITING SERVICES

Name of firm _____

Location of office staffing the audit _____

Professional audit staff assigned to Darien (Number) _____

Certified professional audit staff assigned to Darien (Number) _____

Connecticut municipal audit clients: 1. _____
List fiscal year 2009 engagements 2. _____
for municipalities with population 3. _____
of 15,000 or higher.

Audit Fees for Year 1

Town general audit \$ _____

Government-wide statements (Statements of Net Assets
and Activities) \$ _____

Hourly rate in excess of fixed fee allowance or for
audit services outside the scope of the annual audit \$ _____

Hours provided for in above stated fees:

Partner-in-charge and review partner _____

Supervising manager _____

Audit Staff _____

APPENDIX A (continued)

Audit Fees for Year 2

Town general audit \$ _____

Government-wide statements (Statements of Net Assets
and Activities) \$ _____

Hourly rate in excess of fixed fee allowance or for
audit services outside the scope of the annual audit \$ _____

Hours provided for in above stated fees:

 Partner-in-charge and review partner _____

 Supervising manager _____

 Audit Staff _____

Audit Fees for Year 3

Town general audit \$ _____

Government-wide statements (Statements of Net Assets
and Activities) \$ _____

Hourly rate in excess of fixed fee allowance or for
audit services outside the scope of the annual audit \$ _____

Hours provided for in above stated fees:

 Partner-in-charge and review partner _____

 Supervising manager _____

 Audit Staff _____

(Firm)

(Authorized Signature) (Title)

(Telephone) (Date)

APPENDIX B

PROPOSER GUARANTEES AND PROPOSER WARRANTIES

Proposer Guarantees

I. 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 Darien.
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 C

Insurance Exhibit - Financial Auditing Service

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

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

A. Minimum Scope and Limits of Insurance:

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

1) **Commercial General Liability:**

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and products /completed operations.

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

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

3) **Workers' Compensation:**

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

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

4) **Crime & Fidelity:**

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

The Contractor shall provide that the bonding company name the Town of Darien and Darien Board of Education as Joint Loss Payee for purposes of this Contract.

5) **Professional Liability:**

\$1,000,000 per occurrence, \$2,000,000 aggregate each claim.

6) **Personal Property:**

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

B. Additional Insured Endorsement:

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

C. Acceptability of Insurers:

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

D. Subcontractors:

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

E. Waiver of Subrogation:

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

F. Claims-Made Form:

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

G. Aggregate Limits:

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

H. Deductibles and Self-Insured Retentions:

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

I. Notice of Cancellation or Nonrenewal:

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

J. Other Insurance Provisions:

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

1) **Liability Coverage**

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

K. Verification of Coverage:

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

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

L. Failure to Purchase or Maintain Insurance:

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

_____	_____
Initials/ Contractor	Date
_____	_____
Initials/ Town of Darien	Date

APPENDIX D

David Campbell
First Selectman
Town of Darien
2 Renshaw Road
Darien, CT 06820

Dear Mr. Campbell:

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

We have attached the following:

1. Audited CAFR reports for two (2) clients as outlined in Section IV, B.
2. Proposal as outlined in Section VI
3. Appendix A: Proposal for Auditing Services (separate envelope).
4. Appendix B: Proposer Guarantees and Warranties Insurance
5. Appendix C: Insurance Statement.

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

Submitted by:

(Firm)

(Authorized Signature)

(Title)

(Telephone)

(Date)