



CITY OF TORRINGTON
REQUEST FOR PROPOSAL

RFP # FAC-008-122013 FORENSIC AUDIT - TAX COLLECTOR

Due date of proposal: December 20, 2013 Time: 11:00AM Location: City Hall, Room 206, 140 Main St., Torrington

Bid Bond or Certified Check required with bid: N/A

Performance Bond required if awarded bid: N/A

SUBMIT AN ORIGINAL PLUS FIVE (5) COPIES

The City of Torrington reserves the right to accept or reject any or all proposals or any portion thereof, to waive technicalities, and to award the contract as will best serve the public interest.

Omit State and Federal Taxes.

All prices must be F.O.B.: Destination (Torrington) unless otherwise requested.

Dated in Torrington: November 19, 2013 Purchasing Agent _____
Pennie Zucco

Item
REQUEST FOR PROPOSAL FOR A FORENSIC AUDIT OF THE TAX COLLECTOR AND ITS COMPLIANCE TO CONNECTICUT STATUTES AND ITS CONTRACT WITH THE CITY OF TORRINGTON REGARDING PROCEDURES, COLLECTIONS AND REFUND PROCESSING

The Purchasing Agent is authorized to offer City based bidders that exceed the lowest bid by up to 6%, the opportunity to match the lowest bid. A City based bidder within the 6% differential who agrees to accept the amount of the lowest bid will be awarded the bid. When multiple City based bidders agree to accept the amount of the low bid then the City based bidders will be invited to submit a new bid, not to exceed the low bid. The bid will then be awarded to the lowest responsive, responsible bidder.

Proposal Submitted By: _____

Name of Company _____ Signature _____

Address _____ Title _____

Phone _____ Fax _____ Date _____

Delivery Date _____

E-mail address: _____

Comments: _____

INSTRUCTIONS TO PROPOSERS

Sealed proposals will be received by the Purchasing Agent, City Hall, Room 206, 140 Main St., Torrington, CT 06790 until the time and date specified on the cover sheet. The RFP opening is NOT a public opening. The results will not be made available until after the RFP is awarded. Proposals received later than the time and date specified will not be accepted. Amendments to or withdrawal of any section of the submitted proposal received later than the time & date set for the opening will not be considered. Proposals must remain in effect for a minimum of 60 days unless otherwise noted elsewhere in the RFP documents.

BID DOCUMENTS: are available over the Internet on the City's web page, under "open bids", www.torringtonct.org. Businesses without Internet Access may contact the Purchasing Department at 860-489-2224 for the bid documents. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Torrington will be disregarded.

REPLIES: whether bid or no bid, must have the bid number clearly identified on the outside of the envelope. Proposers not marking the envelopes with the RFP number and due date/time on the envelope will have no recourse against the City of Torrington or its employees. Such proposals run the risk of the RFP being opened prior to the scheduled due date & time.

Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Torrington will be disregarded.

FREIGHT: Prices quoted shall be net delivery **F.O.B. Torrington, CT**. All prices must include prepaid delivery, assembly, and/or installation (ready for operation and/or use) of all equipment and/or materials to the individual location(s) as designated by the Purchasing Agent. All prices are to be submitted on the sheets provided on this RFP. Quantities and pricing are to be listed in accordance with these sheets.

QUESTIONS: Request for interpretation of any portion of the RFP may be made by telephone to the Purchasing Agent at (860)489-2225. All replies will be given verbally and a copy of any such inquiry and advice (if deemed vital to the RFP by the Purchasing Agent) will be made available on the City's web site as an addendum. Bidders should check the web site for addendums/updates 48 hours prior to the bid opening.

In the event of receipt of identical offerings, delivery, service, content, price, etc., the RFP will be awarded in accordance with the information contained in the documents, based on first received as to date and time of receipt of the proposal.

NON-COLLUSION STATEMENTS: In order for proposals to be considered, a non-collusive statement must be submitted with the proposal. A sample non-collusive bid statement is attached. Proposers may elect to submit their own notarized non-collusion statement.

CONDITIONAL, QUALIFIED OR NON-RESPONSIVE PROPOSALS: All proposals shall be submitted in the form and manner as indicated by the documents and forms. Any proposal which is not submitted in the form and manner indicated by the RFP documents or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which has not been previously approved by written addendum from the Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all detailed specifications or requests for information including execution of proposal forms, may be declared "non-responsive" and recommended for rejection. The City of Torrington shall not be responsible for any errors or omissions of the Offeror.

TAXES: Omit all State and Federal taxes. The City of Torrington is exempt from the payment of taxes imposed by Federal government and/or the State of Connecticut.

OWNERSHIP OF DOCUMENTS: All documents, including drawings, plans, specifications, videotapes, or other documents or maps prepared by a contractor pursuant to any agreement arising from this RFP shall become the property of the City of Torrington upon completion of the project or any termination of the project prior to the completion of the project.

LEGALITY: All bid offers for commodities, work, materials, or equipment hereunder shall comply in every respect with the laws, specifications and requirements of the State of Connecticut and the Federal government. Contractor will comply with the provisions of the Connecticut Fair Employment Practices Law.

LANGUAGE DISPUTES: Any disputes over the interpretation and/or meaning of any individual terms, conditions, and/or language within this Request for Bid/Proposal document shall be resolved by and at the sole discretion of the City Purchasing Agent in a manner that is in the best interest of, and best advantage to, the City of Torrington, provided any such interpretation shall be reasonable. In the event that an individual term, condition, and/or language wording is determined at any time, including after award, by the City Purchasing Agent to be not applicable at all to this contract, then the term, condition, and/or language wording may be disregarded, even though an addendum is not issued. However, if the Purchasing Agent determines that the term, condition, and/or language wording is applicable in part, then the term, condition, and/or language wording will apply to the degree applicable, even though an addendum is not issued.

RESPONSIBILITY: The Contractor shall save the City of Torrington, its agents or employees, harmless from liability of any kind for all claims of labor payments and materials furnished for this work, and for use of any copyrighted or uncopyrighted composition, secret process patented or unpatented invention, article or application furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, or licensee. The successful bidder agrees to indemnify and hold harmless the City of Torrington, its agents and employees from any and all liability arising out of the successful bidders' operations, functions and/or supplied items.

The successful bidder, vendor, and/or contractor must protect all property of the City of Torrington (i.e. all floors, furniture, grass, land, etc.) And homeowners from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense. At the completion of work, the vendor and/or contractor must remove from the premises all surplus materials and all debris created by same. The

premises must be left in a broom-clean and finished condition acceptable to the owner or its agents. Successful bidder will furnish adequate protection from damage for all work and to repair damage of any kind; for which he or his workers are responsible, to the premises or equipment to his own work or to the work of other contractors.

DEFAULT: It shall be understood that a bidder supplying equipment and/or supplies will be considered to be in default if/when they have not delivered the item(s) within the time constraints listed in this document or subsequent purchase orders and/or contract. Bidders providing a service and/or construction will be considered to be in default if/when they have failed to meet the completion date set forth in this document or its subsequent contract and/ or purchase orders and/ or they have ceased work on the project for a period of fifteen (15) working days, cumulative or consecutive.

SUSPENSION AND DEBARMENT: The Purchasing Agent may suspend or debar the right of a vendor to be included on the vendor list and has the authority to reject any bid or response from any suspended or debarred vendors.

Suspension: A vendor may be suspended based on the following:

- 1) A vendor defaults or fails to fully comply with the conditions, specifications, or terms of a Bid, Quotation, Proposal or Contract with the City of Torrington.
- 2) A vendor commits any fraud or misrepresentation in connection with a Bid, Quotation, Proposal, or Contract with the City of Torrington.
- 3) A vendor is charged by a court with the commission of a criminal offense as incident to obtaining or attempting to obtain a public or private contract or sub-contract, or in the performance of such contract or sub-contract
- 4) A vendor is charged by a court with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City contractor. If charges are dismissed or the vendor is found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to the City of Torrington.
- 5) A vendor becomes insolvent, has proceedings in bankruptcy instituted against it or, compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property.
- 6) A vendor's commission of any act or omission to perform act is grounds for debarment.
- 7) A vendor violates the ethical standards set forth in local, state, or federal law.
- 8) Any other cause the Purchasing Agent determines to be so serious and compelling as to materially and adversely affect responsibility of a vendor as a City contractor, including but not limited to suspension by another government entity.

Debarment: A vendor may be permanently debarred for the following:

- 1) Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal, or contract with the City of Torrington twice in any three-year period.
- 2) Conviction of or judgment obtained in a court for commission of those offenses in connection with the vendor's commercial enterprise stated sections 3) or 4) of suspension section listed above. If the conviction is reversed through the appellate process, the debarment shall be removed Upon written notification and proof of final Court disposition from the vendor to the City of Torrington.

TRADE NAME REFERENCES: Any and all references to trade names, types, styles, model numbers, stock numbers or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and or materials that will be satisfactory. When reviewing the information, it is the responsibility of the prospective bidder to inform the City of Torrington of any discrepancy that is found (i.e. number listed does not fit item description) Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his bid exactly what he intends to furnish and to furnish with his bid a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he/she proposes to furnish. Where a bid is offered on an item other than the trade standard used in the specification the item should be identified on the bid form by entering the MAKE, TRADE NAME AND MODEL NUMBER. It is understood that any substitutes and/or alternates that might be offered are guaranteed by the bidder to be of equal or better quality than is referenced in the bid. The item(s) must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed to insure that the items received are in fact the items offered in the bid. When received, should items/materials prove to be different from what was bid in any way, the bidder agrees to the return of the items and agrees to supply correct items (per bid specifications) at the bidders expense. In the event this return action is required, it is understood the bidder may be subject to removal from the city's approved bidder's list. Bidders are cautioned that surplus, seconds, factory rejects, floor samples, close outs or distressed items are not acceptable and shipments of substitutions, defective or shop-worn equipment will be returned for a full refund at the vendor's expense.

QUANTITY: The quantities and/or materials listed in the specifications/bid sheets may be increased or decreased by the City of Torrington or its designated representative based on actual need at the time the purchase orders are placed.

QUALITY: The City of Torrington reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or services that in its or its agents opinion does not meet the quality standards desired. Such decision is final and not subject to further recourse by the bidder.

SAMPLES: forwarded by the bidder will be returned to the bidder at his request and expense. Requests for return of samples must be submitted in writing at the time the sample is given to the City of Torrington or its representative. Samples not returned to the bidder will be disposed of at the discretion of the City of Torrington or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the bidder within 30 days of the bid opening date. Items not picked up within 30 days will be disposed of by the City of Torrington or its designated agent.

AWARD: It is the intent to award this bid in its entirety to one bidder, however, the City reserves the right to award the bid line item by line item if it is deemed in its best interest to do so. In addition, bidders are advised that should budgetary constraints dictate, part, and/or all the items in this bid may be rejected. This decision shall be considered final and not subject to recourse by the bidder.

In determining the lowest or highest responsible bidder, the City reserves the right to consider, in addition to price, the compatibility, quality, cost

of maintenance and availability of parts, experience and/or past performance of the bidder, sufficiency of the financial resources of the bidder as relates to the offerings as well as the ability of the bidder to provide future maintenance and service.

Documents previously submitted to the city of Torrington will not be considered as satisfying submission requirements for this bid.

No bidder can claim any contract rights by virtue of bidding alone. Awarding of the contract means actual written notice by letter and a properly executed purchase order to the bidder or bidders to whom the bid has been awarded.

OPTION TO RENEW: This contract may be extended for four (4) additional one (1) year periods, provided all terms and conditions remain in full force and effect except for the contract period being extended. This option, if exercised, is to be executed in the form of a letter of agreement, to be issued no later than 30 days prior to the expiration of the then current contract period. This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option to extend, will cause this contract to expire on the original or mutually agreed upon date. The total period of this contract, including all extensions as a result of exercising this option, will not exceed a maximum combined period of five (5) years.

BONDS:

Performance Bond: The Contractor, when awarded the Bid, must submit within 10 days of the bid award, and before beginning the work or signing a contract, a Performance Bond amounting to one hundred percent (100%) of the total amount of the bid. Said performance bond must be in favor of the City of Torrington and executed by a surety company authorized to do business in the State of Connecticut. The City of Torrington reserves the right to retain the Bid Bond or Certified Check on bids below \$25,000.00 as a Performance Bond. On bids of \$25,000.00 or more the Performance Bond may be furnished in the following manner: Performance Bond, Surety Bond, Certified Check or Bank Check.

Maintenance Bond: The contractor, upon signing a contract and before beginning the work, must submit to the Purchasing Agent a Maintenance Bond to guarantee that if defects in either labor or materials becomes evident within one year after completion and acceptance of work will be fixed at no cost to the City of Torrington. The maintenance bond may be included as a portion of the Performance bond or as a separate bond. If it is issued as a separate bond said maintenance bond must be in favor of the City of Torrington and issued by a surety company licensed and authorized to do business in the State of Connecticut.

Labor and Material Bonds: Per Section 49-41 of the Conn. General Statutes, on Public Works projects where the estimate is in excess of \$25,000.00, a labor (payment) and material bond must be furnished to the City. Said bonds must be filed with the Purchasing Agent prior to the commencement of work.

Consent for Release of Final Payment: AIA Document G707 & G706, or equivalent, must be signed and returned by the Surety Company before final payment will be released to the contractor.

INSURANCE:

Certificate of Insurance: All insurers must have an AM Best rating of A-V11 or better and admitted to do business in the State of Connecticut. All insurance policies must include a Waiver of Subrogation whereby the insured waives its right to subrogate against the City, its subsidiaries, employees, volunteers, directors and officers. Proof of proper insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the City of Torrington Purchasing Agent within 10 days after the award of the bid. The Certificate of Insurance must name the City of Torrington, 140 Main St., Torrington, CT, its subsidiaries, employees, volunteers, directors & officers as the additional insured and filed with the Purchasing Agent prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Purchasing Agent 10 days prior to the expiration of the required coverage.

Workman's Compensation Insurance: The Contractor shall take out and maintain during the life of the contract adequate Workman's compensation Insurance for all the employees employed on said work. In case any class of employees or subcontractors is engaged in hazardous work under the contract at the site of the work is not protected under the Workman's Compensation statute, the contractor shall provide Workman's Compensation Insurance for the protection of employees not otherwise protected.

Liability Insurance: The Contractor shall take out and maintain for the life of the contract, adequate public liability insurance insuring against liability to persons not employed by him in an amount of not less than \$1,000,000.00 for injuries, wrongful death to any one person and subject to the limit for each person in an amount of not less than \$2,000,000.00 on account of one accident and property damage insurance in an amount of not less than \$1,000,000.00.

Vehicle Insurance: The Contractor shall take out and maintain for the life of the contract, adequate automotive/truck or other vehicle insurance with minimum coverages of \$1,000,000.00 each for both liability and under insured and uninsured motorist as well as any other coverages required by the State of Connecticut or requested by an official of the City of Torrington as relates to the contract.

Additional Security: The City of Torrington reserves the right to require successful bidders to enter into and such security arrangements as are deemed necessary to protect the City of Torrington, its property and goods.

PERMITS: The successful bidder agrees to obtain all work/building permits as might be required. The cost of obtaining such permits is the responsibility of the bidder. The City of Torrington reserves the right to waive local permit fees. In addition, it shall be understood that where property lines are to be considered, bidders are to verify said lines and measurements with proper City Officials prior to commencement of work. It is to be understood that any/all specifications and/or plans or drawings contained in or developed as a result of the bid process are and shall be presented subject to the approval of the City of Torrington planning, zoning and building officials and that awards made prior to said approval are subject to cancellation.

PREVAILING WAGE: When the State of Connecticut Prevailing Wage Rate is applicable to the bid, the successful bidder must submit a Certified Payroll Record prior to any request and/or invoice for payment.

SAFETY:

Machine and/or Equipment Hazard Assessment and Safety Training: Upon delivery of machines and/or equipment, suppliers are required to provide to the end-user employees, at no additional charge, a training session to emphasize hazard awareness and assessment and the safe use of such machinery/equipment.

Occupational Safety and Health Act of 1970: Seller shall warrant that the machinery, equipment or other materials covered hereby shall upon delivery to the City of Torrington, be in compliance with the standards required by said Act and any updates as pertain to or reference said Act as well as the standards required by comparable State and local laws, if any, for such machinery, equipment or other materials in effect at the time of delivery.

Machines and/or Equipment Lockout/Tagout: In an effort to comply with the OSHA final rule on the control of hazardous energy sources, vendors must warrant that any and all machines and/or equipment as is covered under this bid will be supplied and/or installed equipped with lockout/tagout devices as prescribed by OSHA.

Toxic Substance Control Act (PL94-469): Seller warrants that each and every chemical substance constituting or contained in the products sold or otherwise transferred to the City of Torrington under this bid and subsequent purchase orders is not on the list of prohibited chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Act PL94-469 and are otherwise in compliance with said Act.

Hazardous Materials: Any materials required by this bid and subsequent purchase orders that are hazardous under federal, state, or local statute, ordinance, regulation, or agency order will be packaged, labeled, marked and shipped by the seller to comply with all federal, state and local regulations then in effect including but limited to the provisions of the Hazardous Materials Transportation Act and Regulations promulgated thereunder and will further comply with any special requirements and any policies and procedures of the City of Torrington relating to the purchase of hazardous materials as might be noted on subsequent purchase orders or otherwise communicated to seller in writing.

Material Safety Data Sheets: Shall be provided by the Seller upon delivery to the City of Torrington of any goods having constituents listed in the following references - OSHA 1910, ACHIG Current Threshold Values, DOT HazMat Table 49, IARC Carcinogen List, National Toxicology Program Carcinogen List, and/or Radioactive Materials. These Material Safety Data Sheets must be consistent with and include information required by the OSHA Hazard Communication Standard published as 29 CFR 1910.1200, as the same may be amended or supplemented from time to time.

Asbestos: Bidders are advised that asbestos-containing material may be located in the boiler rooms, pipe tunnels, storage areas and various portions of City buildings. Before proceeding on any contractual work on City buildings or their interiors, it is mandatory that bidders familiarize themselves with the asbestos-containing material and that said material be considered as a health hazard and all precautionary measures according to the Ahera Rules & Regulations be observed. It is the bidder=s responsibility to notify all employees and/or subcontractors of this notification.

SUBCONTRACTORS: The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the City of Torrington or its designated agent.

EEO: The successful bidder shall provide any/all additionally required, affirmative action statements, fair employment plans and non-discrimination programs and statement as might be required by the City of Torrington. In connection with the execution of this bid, subsequent purchase orders and/or contracts, the seller shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin. Bidders must comply with all rules & regulations of the Department of Labor with regard to Equal Employment Opportunities as pertains to municipalities.

TERMINATION OF CONTRACT: Any contract entered into by the City and the successful bidder shall provide that the City may terminate the contract upon thirty (30) days notice to the bidder.

The City of Torrington reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the city's judgment, will best serve the public interest.

SAMPLE FORM

Bid # _____

NON-COLLUSION AFFIDAVIT

STATE OF _____ COUNTY OF _____

I, _____, being first duly sworn, deposes and says that:

1. I am _____ of _____,
the bidder that has submitted the attached request for proposal for _____;
2. I am fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way 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 work for which the attached Bid has been submitted nor has it 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 of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Torrington or any person interested in the proposed Bid; and
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 it agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed _____

Title _____

Subscribed and sworn to before this

_____ day of _____, 20__.

Notary Public

My commission expires _____

NOTE: Documents must be signed before and sealed by a Notary Public. Only documents bearing a notary seal will be accepted.

SAMPLE FORM

BID # _____

**CONSENT OF SURETY COMPANY
TO RELEASE FINAL PAYMENT**

- City
- Architect
- Contractor
- Surety
- Other

PROJECT/BID NUMBER:

TO: City of Torrington
 Attn: Purchasing Agent
 140 Main Street
 Torrington, CT 06790

CONTRACTOR: _____

In accordance with the provisions of the Contract between the City of Torrington and the Contractor as indicated above,
 the (insert name & address of Surety Co.)

_____, SURETY COMPANY on bond of
 (insert name & address of Contractor) _____

_____, CONTRACTOR, hereby
 approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
 Surety Company of any of its obligations to the CITY OF TORRINGTON as set forth in the Surety Company=s bond.

Subscribed and sworn to before this
 ____ day of _____, 20__.

 Notary Public

My commission expires _____

 Surety Company

 Authorized Representative's Signature

 Title

NOTE: Documents must be signed before and sealed by a Notary Public. Only documents bearing a notary seal will be accepted.



**RFP # FAC-008-122013
FORENSIC AUDIT - TAX COLLECTOR**

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**RFP# FAC-008-122013
FORENSIC AUDIT – TAX COLLECTOR**

I. INTRODUCTION

A. General Information

The City of Torrington is requesting proposals from qualified independent and certified examiners with CPA credentials (herein after referred to as “firms”, “auditor”, proposers” or responders”) to conduct a “Special Forensic Audit” of the Tax Collector’s office: particularly with respect to compliance with both the State Statutes as related to the Tax Collector’s office and the contract with the City of Torrington; including tax collections and refunds of overpayments. The Forensic Audit would cover the period from July 1, 2006 to the present. The certified public accounting firm selected **must have an established capability to perform forensic accounting procedures and be prepared to conduct a forensic investigation of Torrington Tax Collector’s Office** as may be required or requested by the City of Torrington.

There is no express or implied obligation for the City of Torrington to reimburse responding firms for any expenses incurred in preparing or submitting proposals in response to this request.

You will submit all questions in writing via e-mail to Purchasing Agent Pennie Zucco, pennie_zucco@torringtonct.org. No questions will be accepted after 11:00 AM on Friday, December 6th, 2013. No questions will be accepted verbally.

To be considered, an original (so marked) and five (5) exact copies of a proposal must be received by 11:00 AM, December 20, 2013. Proposals received after the date and time shall not be considered or opened. Failure to provide all of the information requested may result in disqualification of the proposal. The submittal of a proposal will be construed to mean the respondent is fully informed as to the extent and character of the City’s requirements, and the respondent represents that it is willing and able to furnish the services requested in a satisfactory manner in complete compliance with the City’s requirements. Proposals must be firm and may not be withdrawn for ninety (90) days.

The City reserves the right to reject any proposal, in whole or in part and to waive technical defects, qualifications, irregularities and omissions if, in its sole judgment, the best interests of the City of Torrington will be served by doing so.

In the event the selected respondent(s) fails to execute a contract with the City of Torrington within fifteen (15) days after notification of award by the City, the City may cancel the award without penalty and reconsider other proposals or solicit new proposals.

The successful respondent(s) shall not be allowed to assign the contract or delegate any responsibilities or duties to any third party without prior express written consent of the City of Torrington.

Proposals submitted will be evaluated by a Sub-Committee appointed by the Mayor of the City of Torrington; said Sub-committee will make a recommendation for appointment to the City Council.

II. NATURE OF SERVICES REQUIRED

A. Scope of the Work to be performed.

The City of Torrington desires the auditor to express an opinion on the adequacy of the internal control systems, procedures and practices of the Tax Collector's Office ("TCO"), from January 1, 2006 to the present, to include:

- Review and Report of the comprehensive picture of the TCO's finances; assets, liabilities, total income, mapping of cash flow, cash transactions, identifying accounting errors and enumerating total assets by a detailed review of the books and records of the TCO;
- Review and report of the internal control over operations of the operations in the TCO;
- Review and report of the TCO's compliance with state statutes applicable to municipal tax collection, to include but not limited to: Chapter 204 of the Connecticut General Statutes (Sections 12-122 through 12-170)
- Review and report of all commissions owed and payable to the Tax Collector listed separately by year.
- Review and report of all interest collected on all unpaid / outstanding taxes listed separately by tax payer / tax account and totaled by year.
- Review and report of all unpaid / outstanding taxes listed separately by tax payer / tax account and totaled by year.
- Review and report of all interest collected on all unpaid / outstanding sewer assessments listed separately by tax payer / tax account and totaled by year.
- Review and report of all unpaid / outstanding sewer assessments listed separately by tax payer / tax account and totaled by year.
- Review and report of all transactional fees, to include postage fees, and handling fees on all tax accounts listed separately by tax payer / tax account and totaled by year.
- Review and report of all transactional fees, to include postage fees, and handling fees on all sewer assessment accounts listed separately by tax payer / tax account and totaled by year.
- Review and report of all uncollected tax revenue as determined by the rate book on all tax accounts listed separately by tax payer / tax account and totaled by year.
- Review and report of all uncollected sewer assessments determined by the rate book on all tax accounts listed separately by tax payer / tax account and totaled by year.
- Review and report on interest earned by the TCO on pre-payments of taxes by year.
- Review and report on interest earned by the TCO on pre-payments of sewer assessments by year.
- Review and report of all overpayment of taxes listed separately by tax payer / tax account and totaled by year.
- Review and report of all overpayment of sewer assessments listed separately by tax payer / tax account and totaled by year.
- Review and report of all requests for refunds of overpaid taxes and sewer assessments listed separately by tax payer / tax account and totaled by year.

- Review and report of all properties sold at auction pursuant to C.G.S. Section 12-157(c) listed separately by tax payer / tax account and totaled by year.
- Review and report of all excess funds collected from property sold at auction pursuant to C.G.S. Section 12-157 listed separately by tax payer / tax account and totaled by year.
- Review and report of all service and travel fees collected on bank executions listed separately by individual account and totaled by year.
- Review and report of all jeopardy collection of taxes pursuant to C.G.S. Section 12-163 listed separately by tax payer / tax account and totaled by year.
- Review and report on the TCO's annual reports made pursuant to C.G.S. Section 12-167.
- Review and report of the profit and loss shown on the books of the TCO for purposes of income reporting to the federal and state government.

B. Special Considerations

It is expected the auditor will advise and recommend to the City the appropriate investigative techniques capable of detecting and quantifying all noted abnormal activity, past and present. For any forensic activity so engaged, the auditor will be required to quantify and document its results to a level sufficient to enable the City of Torrington to collect any potentially recoverable losses as defined under any applicable insurance policies.

1. Implied Requirements

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

2. 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 Torrington of the need to extend the retention period. The auditor will be required to make working papers available, upon written request, to the following parties or their designees:

- a. City of Torrington
- b. Federal Single Audit Cognizant Agency
- c. U.S. General Accounting Office (GAO)
- d. Parties designated by the federal or state governments or by the City of Torrington as part of an audit quality review process

Copies of all working papers and reports shall be made available as required by the State of Connecticut Freedom of Information laws.

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

III. TIME REQUIREMENTS

A. Proposal Calendar

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

RFP issued 11/20/13.

Written requests for additional information accepted until Dec. 6, 2013 by 11:00AM

Due date for proposals is 12/20/13

Target date for appointment by City Council is 1/21/14

Target date for contract signing is within 15 days of appointment.

Audit to commence within five (5) working days after appointment

B. Progress Reporting

The following conferences should be scheduled at a mutually agreeable date and time:

Entrance conference with the Mayor's Evaluation Sub-Committee

Entrance conference with the Tax Collector

Progress conference as deemed appropriate and necessary

Presentation to City Council & Board of Finance

C. Date Final Report is Due

The auditor shall provide all recommendations, revisions and suggestions for improvement and a draft of the auditor's report to the Mayor and Corporation Counsel Raymond Rigat within three months of appointment by the City Council.

The Corporation Counsel will complete his review of the draft report as expeditiously as possible. It is not expected that this process should exceed two weeks. During that period, the auditor should be available for any meetings that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the final signed report shall be delivered to the Corporation Counsel within ten (10) working days. It is anticipated that this process will be completed and the final report delivered no later than June 30, 2014.

The auditor will be required to formally present the report, the auditor's opinion and management letter to a joint meeting of the Boards of Council and Finance.

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

A. The Tax Collector and his office staff will be available during the audit to assist the firm by providing information, documentation and explanations.

B. Data Processing Department will provide access and copies of relevant data collected and

stored on the City's computer system.

C. Other relevant City Departments (e.g. Assessors Office and Treasurers Office) will make themselves available for additional/supplemental information.

D. Work Area, Telephones, Photocopying and Fax Machines

The City of Torrington will provide the auditor with reasonable workspace, desks and chairs. The auditor will also be provided with access to a telephone, photocopier, and Fax machines subject to the following restriction:

City provided equipment including telephones, copiers and fax machines are to be used only as required for the performance of this audit. No other use of City owned equipment is permitted.

E. Report Preparation

Report printing is the responsibility of the auditor.

V. PROPOSAL REQUIREMENTS

A. General

1. Inquiries

Inquiries regarding the RFP must be in writing and addressed to the Purchasing Agent, Pennie Zucco by e-mail to pennie_zucco@torringtonct.org. Questions will be answered through an Addendum which will be posted on the City of Torrington website. It is the responsibility of all potential bidders to check the City's website 48 hours before the bid opening. Deadline for questions is December 6, 2013 by 11:00 AM.

Additionally, after proposals are received, the City reserves the right to communicate with any or all of the proposers to clarify the provisions of this request. The City further reserves the right to request additional information at any time after proposals are opened.

2. Submission of Proposals

The following material must be received by 11:00 AM, December 20, 2013 for a proposing firm to be considered:

a. A master copy (so marked) of the audit proposal and five (5) exact copies to include the following:

(1) Title Page

Title page to show the RFP number and proposal's subject, the firm's name; the name, address and telephone number of the contact person; and the date of the proposal

(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 it to be the best qualified to perform the engagement and a statement that the proposal is firm and irrevocable offer for 90 days.

(4) Detailed Proposal

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

(5) Executed copies

Executed copies of the Proposer Guarantees, Proposer Warranties and proposer Conflict of Interest attached to this Request for Proposal (Appendix A, B, and C)

(6) Copy of proposer's errors and omissions insurance policy providing acceptable per occurrence and aggregate amounts of insurance and satisfactory deductible amounts from an insurer satisfactory to the City of Torrington and with coverage for the errors, negligent or willful acts or omissions of any officers, employees or agents thereof.

- b. The proposer shall submit an original and five (5) exact copies of a dollar cost bid in a separate sealed envelope marked as follows:

**RFP # FAC-008-122013
FORENSIC AUDIT - TAX COLLECTOR
COST PROPOSAL**

- c. Proposers should send the completed proposal consisting of the TWO SEPARATE SEALED envelopes to:

Pennie Zucco
Purchasing Agent
City of Torrington
140 Main St. – Room 206
Torrington, CT 06790

Envelope #1: Technical Proposal

Envelope #2: Sealed Dollar Cost Proposal

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 forensic audit of the Tax Collector and his office for the City of Torrington in conformity with the requirements of this Request for Proposal. As such, the substance of the 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 each specific audit request herein.

The Technical Proposal should address all the points outlined in the Request for Proposal. 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 data may be presented, the following subjects, items #2 through #8, must be included. They represent the criteria against which the proposal will be evaluated.

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

2. Independence

The firm should provide an affirmative statement that it is independent of the City of Torrington as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards. (2003 or the most recent version)

3. License to Practice in Connecticut

An affirmative statement should be included that the firm and its partners are properly licensed to practice in Connecticut and all supervisory staff are licensed or qualified to be licensed to practice in Connecticut.

4. Firm Qualifications and Experience

The proposer should state the size of the firm, its forensic accounting capabilities, 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 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.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits for the past 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 federal/state regulatory bodies or professional organizations.

The firm should also provide information in its forensic investigative capabilities, detailing its experience within the area of municipal and/or corporate investigations.

5. Partner, Supervisory and Staff Qualifications and Experience

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 registered or licensed to practice as a certified public accountant and/or certified fraud examiner in Connecticut. Provide information on the forensic accounting experience of each person including information on the 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 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 prior written permission of the City of Torrington. However, in either case, the City of Torrington retains the right to approve or reject replacements.

Consultants and firm specialist mentioned in response to this RFP can only be changed with the express prior written permission of the City of Torrington 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.

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 of 5) performed in the last five (5) years that are similar 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.

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 II of this RFP. In developing the work plan, reference should be made to such sources of information as the applicable federal, state and local statutes and the City of

Torrington's contract with the tax collector.

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

- i. Proposed segmentation of the engagement
- ii. Level of staff and number of hours to be assigned to each proposed segment of the audit
- iii. Type and extent of analytical procedures to be used in this engagement
- iv. Approach to be taken to gain and document and understanding of the Tax Collector's internal control structure
- v. Approach to be taken in determining laws and regulations that will be subject to audit test work
- vi. 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 City of Torrington and the Tax Collector

NO DOLLAR AMOUNTS SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL

9. Sealed Dollar Cost Bid in separate envelope

10. Total All-Inclusive Maximum Price

The sealed dollar cost bid should contain all pricing information relative to performing the forensic audit as described in this RFP. Your bid must be a **total all-inclusive maximum price** containing all direct and indirect costs including all out-of-pocket expenses.

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

The first page of the sealed dollar cost bid should include the following information:

1. Name of firm
2. Certification that the person signing the proposal is entitled to represent the firm, and empowered to submit the bid and authorized to sign a

contract with the City of Torrington.

11. Out of Pocket Expenses Included in the Total All-Inclusive Maximum Price

All out-of pocket expenses should be included in your bid(s) on Appendix D.

12. Rates for Additional Professional Services.

If it should be necessary for the City of Torrington to request the auditor to render any additional services to either supplement the services requested on this RFP 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 of Torrington and the firm. Any such additional work agreed to between the City of Torrington and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar cost bid.

13. Manner of Payment

Monthly progress payments will be made on the basis of hours work completed during the course of the engagement.

VII. EVALUATION PROCEDURES

A. Evaluation Committee

Submitted proposals will be evaluated by a committee appointed by the Mayor who will provide a recommendation to the City Council and Board of Finance.

B. Review of Proposals

The evaluation committee will use a qualitative point formula during the review process to score proposals. The committee will convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm.

After the composite technical score for each firm has been established the sealed dollar cost bids will be opened.

The City of Torrington reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

C. Evaluation Criteria

Proposals will be evaluated using three (3) sets of criteria: (i) mandatory criteria, (ii) technical qualifications and (iii) price. The following represent the principal selection criteria, which will be considered during the evaluation process.

1. Mandatory Elements

- a. The audit firm is independent and licensed to practice in Connecticut
- b. The firm has no conflict of interest with regard to any other work performed by the firm for the City of Torrington.
- c. The firm adheres to the instructions in this RFP on preparing and submitting the proposal.
- d. The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work.
- e. The firm has forensic accounting capabilities through Certified Fraud Examiners.
- f. The firm has performed a "Forensic Audit" which resulted in improved internal controls and statutory compliance. Provide two examples of forensic audits performed within the last five (5) years that are similar to the engagement described herein and discuss the recommendations and efficiencies suggested.

2. Technical Quality

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 in the performance of internal control system evaluations
- (4) Experience in the performance of forensic accounting techniques as part of a statutory compliance and contract compliance audit

b. Audit Approach

- (1) Adequacy of proposed staffing plan for various segments of the engagement
- (2) Adequacy of analytical procedures

3. Price

COST WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF

AN AUDIT FIRM

D. Oral Presentations

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

E. Final Selection

The City Council will select a firm based upon the recommendation of the Purchasing Agent and the Evaluation Committee.

F. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Torrington and the firm selected.

The City of Torrington reserves the right without prejudice to reject any or all proposals, or any portion thereof, to waive technicalities, and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the city's judgment, will best serve the public interest.

APPENDIX A

PROPOSER GUARANTEES

FORENSIC AUDIT – TAX COLLECTOR

The proposer certifies it can and will provide and make available as a minimum all services set forth in Section II, Nature of Services Required

Signature of Official: _____

Names (typed): _____

Title: _____

Firm: _____

Date: _____

APPENDIX B

PROPOSER WARRANTIES

FORENSIC AUDIT – TAX COLLECTOR

- A. Proposer warrants that it is aware of, willing and able to comply with State of Connecticut laws, and will if awarded a contract hereunder, comply with all applicable laws, rules and regulations.
- B. Proposer warrants that it has or is willing and able to obtain an errors and omissions insurance policy satisfactory to the City of Torrington, providing a level of coverage satisfactory to the City.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City of Torrington.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Address: _____

Telephone/Fax: _____

Date: _____

APPENDIX C

PROPOSER CONFLICT OF INTEREST
FORENSIC AUDIT – TAX COLLECTOR

Failure of Proposer to submit this form as part of its proposal document will designate Proposer as Non-Responsive to this RFP.

1. Is any employee of this firm (or any predecessor or affiliate) a former employee of the City of Torrington or a family member of an employee or former employee of the City of Torrington?
YES _____ NO _____
2. Has this firm (or any predecessor or affiliate) ever engaged in any business or transaction with the City of Torrington or any department thereof?
YES _____ NO _____
3. Is there any interest this firm or any employee of this firm has which is incompatible with the proper discharge of the proposed duties in the public interest or that would tend to impair your independent judgment or action in the performance of the proposed duties?
YES _____ NO _____
4. Does the firm have any past, present or currently planned interests that are an actual or potential organizational conflict of interest with respect to performing the work for the City of Torrington under the present RFP?
YES _____ NO _____

If the answer to any of the above question is “no”, I have so stated. If the answer to any of the above questions is “yes” I have (a) furnished all relevant facts and (b) identified any actions that must be taken to avoid, neutralize, or mitigate such conflict of interest (i.e.) communications barriers, restraint or restriction upon future contracting activities or other precaution)

My signature certifies that to the best of my knowledge, information and belief, and after a thorough review of the firm’s books and records, and after reasonable inquiry with knowledgeable persons within the firm, this firm has no business or personal relationships with any of the companies or persons that could be considered a conflict of interest or potential conflict of interest to the City of Torrington, and that there are no principals, officers, agents, employees or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered a conflict of interest or a potential conflict of interest as pertaining to any and all work or services to be performed as a result of the Request for Proposal and any resulting contract with the City of Torrington, except as disclosed on the present form.

I hereby certify that I am authorized as a Representative for the Firm:

Complete Legal Name of Firm: _____

Address: _____

Fed ID No.: _____

Signature: _____

Name (type/print): _____

Title: _____

Telephone: (____) _____ - _____ Fax No.: (____) _____ - _____

e-mail address: _____

Web Site (if applicable) _____

Date _____

APPENDIX D

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

FORENSIC AUDIT – TAX COLLECTOR

TO BE SUBMITTED ON YOUR LETTERHEAD IN A SEPARATE ENVELOPE

Rates per hour for forensic and other services to be performed outside the specified Scope of Work:

Partner: \$ _____ per hour

Manager: \$ _____ per hour

Superv. Staff: \$ _____ per hour

Staff: \$ _____ per hour

Other: \$ _____ per hour

Signature: _____

Name (type/print): _____

Firm: _____

Address: _____

Telephone: _____

Date: _____