



**JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES**
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

Request for Proposal: AUDITING SERVICES 2012

Date Issued: 8-21-12

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, SEPTEMBER 25, 2012, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

DAVID COURTWAY
Department of Administrative Services
636-797-6487

**Contract
Contact:**

VICKIE PRATT
Department of Administrative Services
636-797-5382

**Mail (3) Three
Complete Copies
With Vendor And
Proposal
Information As
Shown In Sample:**

**Contract Term:
1-1-12 to 12-31-12**

**Vendor
Information:**

SAMPLE ENVELOPE

VENDOR NAME

VENDOR ADDRESS

CONTACT NUMBER

DEPARTMENT OF THE COUNTY CLERK

JEFFERSON COUNTY MISSOURI

729 MAPLE ST / PO BOX 100

HILLSBORO MO 63050-0100

SEALED PROPOSAL: (PROPOSAL NAME)

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for two additional one-year terms with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

Company Name

Authorized Agent (Print)

Address

Signature

City/State/Zip Code

Title

Telephone #

Date

Tax ID #

E-mail

Fax #

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PROPOSAL REQUIREMENTS

A. PROPOSAL SUBMISSION:

Submit proposal form in triplicate (three copies) with specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage

Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications.

B. BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

C. PROPOSAL PREPARATION:

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

D. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn prior to the exact hour and date specified for receipt of proposals, provided the modification or withdrawal is in writing and is delivered in the same manner as a proposal submission.

E. LATE PROPOSALS:

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

F. PROPOSAL DEPOSITS:

Proposal Deposits are not required unless specified in the Specifications.

G. MATERIAL AVAILABILITY:

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

H. ALTERNATE PROPOSALS:

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be

clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

I. INCORPORATION OF DOCUMENTS:

The terms of the proposal invitation, proposal specifications, proposal form are incorporated into the contract as if fully setout therein.

J. ADDENDA:

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. (www.jeffcomo.org).

K. INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at it's own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES ORIGINAL CERTIFICATES OF INSURANCE BEFORE THE CONTRACT IS AWARDED. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. (X) Required () Not Required Comprehensive General Liability Insurance

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. (X) Required () Not Required Professional Liability Insurance

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

**C. (X) Required () Not Required Worker's Compensation Insurance:
per Missouri Revised Statutes Chapter 287**

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

L. PROPOSAL OPENINGS:

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening.

M. PROPOSAL TABULATIONS:

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, www.jeffcomo.org, under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

PROPOSAL FORM AND CONTRACT

A. PROPOSAL REPRESENTATIONS:

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

B. TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

D. PRICE:

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.**

E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

F. NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

G. DEFINITIONS:

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

H. INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

I. WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

J. PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

K. CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

L. DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

M. RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

N. SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

O. CHOICE OF LAW:

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

P. TERMINATION:

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.

2. **Bankruptcy or Insolvency:** In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.
3. **Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.**
4. **Default:** County may terminate the whole Contract or any part in either of the following circumstances:
 - a. If supplier fails to deliver the items required by the contract within the time specified; or
 - b. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
 - c. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

Q. NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the proposal form.

R. CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

S. COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

T. ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

U. SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

V. APPROVAL:

It is agreed the acceptance of a proposal shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council and County Counselor.

W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Indicate: [] Individual: [] Partnership: [] Corporation.

Incorporated in the State of _____.

X. LITIGATION:

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE JEFFERSON COUNTY, MISSOURI WEBSITE AT WWW.JEFFCOMO.ORG LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

**SPECIFICATION
CONTACT**

**DAVID COURTWAY – DIRECTOR OF ADMINISTRATIVE SERVICES
636 797 6487**

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to _____ (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to _____ (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

AFFIDAVIT OF WORK AUTHORIZATION
(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program
(Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm;
Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

SPECIFICATIONS

AUDITING SERVICE

1. **PURPOSE** – The specifications define the general requirements for Proposals for Independent Auditing Services for the County of Jefferson, Missouri using a prescribed format.
2. **SCOPE OF SERVICES** – The successful firm shall audit the basic financial statements of the County of Jefferson, Missouri as of and for the year ending December 31, 2012. The audit shall be conducted to satisfy the requirements of the “Government Auditing Standards” issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, “Audits of States, Local Governments and Non-Profit Organizations.”
 - The audit shall be a financial and compliance review of all County funds. (See Appendix “A”)
 - The firm shall adhere to generally accepted government auditing standards under the financial reporting model under GASB 34.
 - The audit shall cover the one-year period from January 1, 2012 to December 31, 2012.
 - The firm shall submit a final draft of its report to be presented at an exit conference no later than May 1, 2013.
 - The firm shall agree to utilize the County’s staff to perform all work of an assisting nature, consistent with generally accepted government auditing standards, whenever qualified County employees are available.
 - The firm shall express an opinion on the financial statements.
 - The County also expects the firm to assist in the preparation of the financial statements required and additional supplementary data. The firm shall provide copies of all audit adjustments to the County’s Financial records and substantiating data for them.
 - The firm shall submit a management letter reporting on internal control, management weaknesses observed, and legal compliance. The report shall assess effects on financial management and propose initial steps toward eliminating weaknesses. Responses to these comments by the affected department heads shall be included in the final management letter.
 - The firm shall provide fifty (50) copies, one (1) electronic (pdf file), and one (1) disc of the auditor’s report, the financial statements and schedules and the report on legal compliance and internal accounting control weaknesses. The partner in charge of the audit shall be free to attend one public meeting at which the Audit report will be discussed, if necessary.
 - The firm shall make working papers available to the County Auditor or the Missouri State Auditor’s office, upon request.

- The firm shall respond to occasional questions throughout the year regarding financial accounting and reporting matters.
- The firm will make a presentation of the Audited Financial Report.
- Jefferson County reserves the right to accept or reject any or all proposals or any part of the proposals and to waive any technicalities.

3. **GENERAL/HISTORICAL INFORMATION** - Jefferson County is a Missouri county of the first class. Funds, all of which will be subject to this audit, include those listed in Appendix "A" with total appropriations of \$88,000,000.00 in the last fiscal year. Jefferson County has a current full-time work force of approximately 600 employees. The most recent audit of Jefferson County was performed for the period January 1, 2011 to December 31, 2011. A copy of the auditor's report will be available in the County Auditor's office. A copy of the Auditor's report for 2011 is available at this time.

- County is on a cash basis throughout the year. Year end reporting modified accrual.
- Financial transactions are recorded using double entry system.
- The County has a General Ledger.
- Budgets are determined and approved by the County Council for each fund and department.
- An inventory of capital assets and infrastructure is maintained.
- The following reports are computer printouts:

Statements of Revenues and Expenditures
Accounts Payable report
Payroll
Balance Sheets
Warrant History
Vendor List
Fixed Assets

- The majority of checks and warrants are processed on computer.

4. **QUALIFICATIONS – Dossier**, Bidders will submit a dossier with their proposal, which explains how their firm conforms to the selection criteria. In making a selection of an independent auditing firm, the following is a list of significant criteria that will be used in the evaluation process:

- Bidder must be an independent Certified Public Accountant licensed in the State of Missouri.
- Bidder must be a member in good standing with the AICPA Governmental Quality Control Center.
- Auditing firm's experience in auditing either counties or other governmental institutions will be given consideration.
- Reputation among other public institutions and counties for doing comprehensive work.
- References will be requested.
- Firm must be large enough to meet the County's deadline requirements.
- Fees charged for performing audits must be competitive with other auditing firms performing similar audits.

- Auditor's experience in systems analysis and design of business management systems will be given consideration.
- Management/consultation services which auditing firm may be able to render for the benefit of the County. This includes a cost-benefit analysis of change to a modified/full accrual basis and Financial software consulting.

5. PROPOSALS - Instruction Regarding Proposals:

- Qualifications of the firm:
 - (a) A description of your firm and its relevant prior experience.
 - (b) Three references, which shall be local government officials. If these cannot be provided, please explain.
 - (c) A description of the partner, manager and auditor in charge to be assigned to the engagement, including their resumes.
- Technical Approach – The bidder will provide:
 - (a) Express agreement to meet or exceed the performance specifications.
 - (b) A tentative schedule for performing the key phases of the audit.
 - (d) A brief description of the audit procedures to be followed, presented in a form which shall best aid the County in evaluating your firm's ability to identify, evaluate, and communicate on local government financial problems.
- Fees:
 - (a) A maximum fee that your firm will charge the County for the audit and an explanation of hours and hourly rates for each level of staff and all other expenses.
 - (b) Fees that your firm will charge for each renewal year.
 - (c) Consulting fees for computerized and modified/full accrual basis accounting.
 - (d) Non-Audit Service Fees, Provide example of non-audit fees.

6. PROPOSAL CONTENT - At a minimum, the following information should be included in the response.

- A Letter of Transmittal including the following:
 1. History of the firm, including number of years in business and size of firm. Identify headquarters and nearest office and identify the office which will serve as the managing office for the project.

2. A statement of understanding of the work to be performed with a description of the audit approach and illustrations of the procedures to be employed. Describe your approach for assessing risk and identifying specific areas of focus for the audit. In addition, the statement should include, at a minimum, the following points:
 - a. Use of statistical sampling.
 - b. Use of computer audit techniques and specialists, including the extent of automation of work papers.
 - c. Organization of audit team and approximate percentage of time each member would spend on the audit; description of approximate staff time allocated to various audit areas.
 - d. Management letter approach (also provide a sample letter).
 - e. Typical assistance generally expected from the County staff.
3. Throughout the year, a client may need the assistance of the Auditor for various issues that may arise. Describe any additional services that would be available, free of charge, to clients on a year round basis (i.e. training/seminars for County staff, tax consultation, publications, phone calls to the Auditor for guidance concerning technical questions, etc.)
4. Staff biographies, including experience, of the individuals who will be assigned to the engagement, relevant experience of each in auditing governmental entities, and recent continuing professional education of each.
5. Describe the policies and procedures and/or approach regarding changes in staff assigned throughout the audit engagement contract that ensures knowledgeable staff are always on the engagement.
6. Provide a list of the local office's (not your firm as a whole) local government audit clients for the current year and the five preceding fiscal years. Indicate the type(s) of services performed and the number of years served for each.
7. A copy of the report on the firm's most recent peer review, and letter of comments.
8. An acknowledgment that:
 - a. The firm is independent of the County of Jefferson, Missouri, as that term is defined in the Ethical Rules of the AICPA.
 - b. Appropriate licensing to perform the audit, as provided by applicable laws of the State of Missouri, has been obtained.
 - c. The firm has met the peer review standards of the AICPA and Governmental Auditing Standards.
 - d. The firm will provide adequate supervision on a day-to-day basis.
 - e. Staff assigned to the audit have met the continuing education requirements required by Governmental Auditing Standards, issued by the Comptroller General of the United States.

f. Has the Federal Government ever found a Single Audit performed by your firm or an employee/member of your firm to be deficient according to federal guidelines? If yes, explain in detail.

g. Disclose any potential conflict of interest, which may occur because of acceptance of this engagement.

h. Describe in detail any litigation your firm is currently involved in whereby your audit opinion and work are being challenged in court.

9. The Proposal must, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.

10. Alternate Proposals - Alternate proposals may be submitted. Bidders must submit complete specifications on all alternate bids. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses, must be clearly noted on the proposal form.

11. Offeror's Contracts: Offeror's and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

12. The Offeror shall have previous experience and completed three similar-type audits, preferably for county governments. Name other county governments, agencies, or municipalities for which you have provided similar services in the last five (5) years and provide a current contact name, email address and phone number for each account. Include a minimum of three references.

13. Term: The County is soliciting proposals for a one-year term. This agreement may be renewed for two additional one-year terms upon the mutual agreement of the successful bidder and the County. This agreement may be renewed if the firm's annual assessment of performance by the County proves satisfactory, the proposal for the third and fourth year renewal rates is agreeable to both parties and the annual renewal is approved by the County Council.

- The County may terminate the whole or any part of the agreement if the Firm fails to deliver within the time specified or if the Firm fails to make progress as to endanger performance of this agreement and in either of these two circumstances does not cure such failure in a period of ten days after notice from the County specifying such failure.
- In the event of termination, the County will have the right to procure items similar to those terminated and to recover from the supplier the excess cost of such items provided the failure of the Firm has not arisen out of causes beyond the control of the Firm.
- Clarification of Proposals and Additional Information: The County reserves the right to contact any bidder in order to clarify any point in a proposal or to obtain further information needed to evaluate a particular proposal. A bidder contacted for this purpose must fully respond in writing

to such inquiry within five (5) calendar days. Failure of bidder to respond to such a request may result in bidder's disqualification from further evaluation. Bidder must be prepared to make an oral presentation if requested, before designated representatives of the County in order to more fully explain any part of its proposal.

- The County reserves the right to modify any proposed form agreement or withdraw its award to a successful Offeror if any proposed agreement contains terms and conditions inconsistent with its request or are unacceptable to county legal counsel.
- Contractor proposed and agrees to accept, as full compensation for furnished services, the price submitted in response to the RFP document. All related costs associated with providing the services specified shall be considered by both County and Contractor to be included within this quoted price. The county shall not pay, nor be liable for, any additional cost including, but not limited taxes, insurance, interest, penalties, termination payments, attorney fees, liquidation damages, etc.
- Where the words "shall" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the Offeror's final response rating.
- Where the words "should", "may", or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Offeror's final response rating.

6. PERFORMANCE REQUIREMENTS:

- The annual audit will take place in County offices on dates convenient to the County Auditor. Fifty (50) copies, one (1) electronic (pdf file), and one (1) disc of the completed audit and management letter shall be submitted by May 2013 to the County Auditor. A presentation to the County Council is required.
- The County will provide work area, records, and cooperation of employees as requested by the auditor. Clerical assistance and supplies will be the responsibility of the auditing firm.
- To obtain and compile component unit information and insure that it is appropriately presented in the general purpose financial statements; to prepare footnotes and other required supplementary disclosures, subject to County Auditor approval.
- Basic financial statements should include, but not be limited to:

(A) Government-Wide Financial Statements

- (i) Statement of Net Assets
- (ii) Statement of Activities

(B) Fund Financial Statements

- (i) Governmental Funds:
 - Balance Sheet
 - Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Assets
 - Statement of Revenues, Expenditures, and Changes in Fund Balances

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities

(ii) Fiduciary Funds:
Statement of Fiduciary Net Assets

(C) Notes to Basic Financial Statements

(D) Required Supplementary Information

- (i) Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – General Fund
- (ii) Schedule of Department Expenditures by Category – General Fund
- (iii) Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – Special Revenue Major Fund – For All
- (iv) Notes to Schedules in Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – Unaudited

(E) Additional Supplementary Information

- (i) Combining Balance Sheet – Non-major Governmental Funds
- (ii) Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Non-major Governmental Funds
- (iii) Combining Statement of Fiduciary Net Assets – Agency Funds

(F) Federal Compliance Section

- (i) Schedule of Expenditures of Federal Awards
- (ii) Note to Schedule of Expenditures of Federal Awards
- (iii) Report on Compliance and on Internal Control over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards
- (iv) Report on Compliance with Requirements Applicable to Each Major Program and on Internal Control over Compliance in Accordance with OMB Circular A-133
- (v) Schedule of Findings and Questioned Costs

- The report which the auditor completes shall contain the following information:
 - (a) A statement of the scope of the audit.
 - (b) The auditor's opinion as to whether the audit was made in accordance with generally accepted auditing standards applicable in the circumstances.

- (c) The auditor's opinion as to whether the financial statements included in the audit report present fairly the results of the operations during the period audited.
- (d) The auditor's opinion as to whether the financial statements accompanying the audit report were prepared in accordance with generally accepted accounting principles applicable to first class counties in Missouri.
- (e) The reason(s) an opinion is not rendered with respect to items (c) and (d) in the event the auditor is unable to express an opinion with respect thereto.
- (f) The auditor's opinion as to whether the County's budgetary and disbursement procedures conform to the requirements of the revised statutes of the state of Missouri.
- (g) The auditor's opinion as to whether financial statements are presented in such form as to disclose the operations of each fund of the County and a statement of the operations of all funds.
- (h) In conjunction with the auditing process, the auditor will be expected to assess County policies and practices which pertain to the fiscal management of the County and report any weaknesses which are discovered in such management practices along with recommended changes for improvement. This activity should be reported in a management letter to the County Council.
- (i) Prior to completion of the audit, the auditing firm should assure the County that the general bank accounts are reconciled as of the close of the 2012 fiscal year.
- (j) The single audit (OMB A-133) shall include all tests and examinations for an informed opinion of the financial states in a timely manner.
- (k) Attach a brief that describes the audit impact and additional services that result from the implementation of GASBs new reporting model requirements. Identify any additional audit costs to be incurred in the year of implementation and subsequent years.

7. **NON-AUDIT SERVICES AND FEES** – In addition to the services required under the scope of the audit as previously defined, the County may request certain non-audit services as long as those services do not impair the independence of the CPA firm to perform the audit. These non-audit services will include assisting in the drafting of the annual financial statements, general consultation, training or other assistance. Please indicate your understanding of the independence rules when performing such services and give a detail listing of the training and the assistance you could provide to the County.
8. **EVALUATION PROCESS** - The county audit committee, consisting of the County Executives, and County Auditor shall evaluate the proposals on the basis of the qualifications, relevant experience and responsiveness of the bidders, as well as the estimated cost of the engagement, the Council reserves the right to reject or accept any or all bids.
9. **ADDITIONAL INFORMATION** - Inquiries should be directed to the Director of Administrative Services, David Courtway at (636) 797-6487.
10. **BILLING AND PAYMENT** – All invoices must be submitted to the Jefferson County Auditor's Office. The County will issue progress payments based upon the percentage of work completed and accepted throughout the engagement and upon receipt of correct invoice. Complete and final payment

shall be due and payable thirty (30) days after completion and acceptance of all items required by the contract and upon receipt of a request for said payment.

APPENDIX "A"

AUDITING SERVICE

List of funds: (Not inclusive)

General Revenue
Road and Bridge
Nid Fund
Park Department
Assessment
Police Officer Training
Prosecuting Attorney Training Fund
Capital School
Shelter for Victims of Domestic Violence
Unclaimed Fees
Prosecuting Attorney Delinquent Tax Fund
Recorders Fund
County Road Sales Tax
13 City Road Tax Funds
Law Enforcement Fund
Prosecuting Attorney Bad Check Fund
Drug Forfeiture
Community Mental Health
Prosecuting Attorney Retirement Fund
Sheriff Commissary Fund
Prosecuting Attorney Forfeiture Fund
T.I.F. District Fund
Prosecuting Attorney Victim Advocate
Jefferson County Local Emergency Planning Committee
Park Development Fund
Sheriff Equipment Donation
County Employee Retirement Fund
Post Commission Grant
Prisoner Phone Fund
LLEBG/Sheriff.
School Building Revolving Fund
Courthouse Beatification Fund
Animal Control Donation Fund
County Discretionary Fund
Election Services
Tax Maintenance Fund

PROPOSAL FORM

AUDITING SERVICES

1. Proposal price for the 2012 calendar year Audit including All Required Reports: \$ _____
2. Maximum percentage increase that may be requested for each of the renewal periods. _____ %
Do not include a cost increase associated with GASBs new reporting model requirements.
3. List below Counties or other governmental institutions that your company audited within the last three years (within metro St. Louis or Jefferson County area):

Name of Client	Reference (Name of person to contact and phone number)
----------------	---

(a) _____	_____
(b) _____	_____
(c) _____	_____
(d) _____	_____

4. List below the names, qualifications, experience of the people within your organization that you anticipate will be working with the County should the bid be awarded to you:

(a) _____

(b) _____

(c) _____

5. Proposal price for consulting during the 2012 calendar year. Consulting will address issues such as computer compatibility with REJIS and any additional financial software components.

Proposal price for consulting: \$ _____

6. Bid Exceptions: The bidder must note all exceptions to the bid specifications or to the current plan. I certify that the following are the only exceptions:

7. **COMMENTS:** Second year renewal rates:

8. **COMMENTS:** Third year renewal rates:

Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the Offeror named below.

(Note: This form must be signed. All signatures must be original).

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or
Social Security#): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

Cost – Please provide fee for one (1) audit that includes one (1) program.

Fiscal Year 2012: Financial and Compliance Audit
including all required reports for single year audit. \$ _____

1st Renewal Period (2013): Financial and Compliance Audit
including all required reports for single year audit. \$ _____

2nd Renewal Period (2014): Financial and Compliance
Audit including all required reports for single year audit. \$ _____

3rd Renewal Period (2015): Financial and Compliance
Audit including all required reports for single year audit. \$ _____

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2012:

County of Jefferson, State of Missouri

Company Name

Signature

Kenneth B. Waller County Executive

Print

Company Address: _____

Phone: _____

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

County Auditor

APPROVED AS TO FORM

County Counselor