



COUNTY OF LYCOMING

Lycoming County Executive Plaza
330 Pine Street, Suite 401
Williamsport, PA 17701
Tel: (570) 327-6746
Fax: (570) 320-2111
Email: mtoon@lyco.org

REQUEST FOR PROPOSALS (RFP) FOR COMPREHENSIVE FINANCIAL AUDITING SERVICES

When bidders are either downloading a proposal request from Lycoming County's web site (www.lyco.org. Then click on Top 10 Links and Request for Bids/Proposals) or receiving a current copy from areas other than Lycoming County Controller's Office, bidders are required to contact the Lycoming County Purchasing Agent and place their company name on the bidders' list. This will ensure that each bidder receives any and all addenda that may apply to the current proposal package. Failure to receive all current information could result in your company submitting an inaccurate proposal, which may be disqualified by the County.

Issued on: January 6, 2012
Final Date for Written Questions: January 27, 2012
Due Date: February 3, 2012

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SECTION 1

NOTICE TO BIDDERS

Legal Ad
Sun Gazette
To Be Run: January 6th and January 9th

NOTICE TO BIDDERS

The County of Lycoming is requesting sealed proposals for: Comprehensive Financial Auditing Services. Proposals are due by **Friday, February 3, 2012, at 5:00 P.M. EST**. Proposals will be opened on **Tuesday, February 7, 2012, at 10:00 A.M. EST** in the Commissioners' Meeting Room, Lycoming County Executive Plaza Building.

Proposals shall be mailed or delivered to the Lycoming County Controller's Office, Lycoming County Executive Plaza Building, 330 Pine Street, 2nd Floor, Williamsport, PA 17701. Proposals must be enclosed in a sealed envelope and marked "**RFP for Comprehensive Financial Auditing Services**". All proposals shall remain firm price for 120 days after the date of proposal opening.

A mandatory Pre-Proposal Conference will be held on Friday, January 13, 2012, at 10:00 A.M. at Executive Plaza, 330 Pine Street, 4th Floor, Fiscal Services, Williamsport, PA 17701. Attendance at the Pre-Proposal Conference is a prerequisite for submitting a proposal. Proposals will only be accepted from those who are represented at the proposal conference. Attendance at the pre-proposal conference will be evidenced by the representative's signature on the attendance roster.

Questions regarding this Request for Proposal shall be directed to Mya Toon, Purchasing Agent, at (570) 327-6746 or mtoon@lyco.org.

Questions regarding the Scope of Work shall be directed to Beth Johnston, Director of Fiscal Services, at (570) 320-2104.

Bidders may download proposals by going to www.lyco.org. Then, click on Top 10 Links and Request for Bids/Proposals.

The Lycoming County Board of Commissioners reserve the right to accept or reject any or all proposals, or to accept any part of a proposal without accepting the whole thereof, or to accept such proposal as they deem to be in the best interest of the County.

COUNTY OF LYCOMING

Jeff C. Wheeland
Ernest P. Larson
Tony R. Mussare

Attest:
Ann M. Gehret
Chief Clerk

SECTION 2

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

TO BE CONSIDERED, PROPOSALS MUST BE MADE IN ACCORDANCE WITH ALL APPLICABLE PROVISIONS OF THESE INSTRUCTIONS TO BIDDERS.

DEFINITIONS

- a) *Bidder:* A firm, individual, or corporation submitting a proposal in response to this RFP.
- b) *Addendum:* A change, addition, alteration, correction or revision to a proposal or contract document.
- c) *Contractor/Vendor:* The party in the contract responsible performing the service defined in the contract.
- d) *Contract Documents:* Consist of the Agreement between the County and the Contractor, terms and conditions, schedule, specifications, drawings, any and all addenda, errata, and bulletins issued prior to execution of the contract, other documents listed in the Agreement, and modifications issued after execution of the contract.
- e) *Contract:* Refers to the contract documents, which form the contract. The contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representatives, or Agreements, either written or oral, including the solicitation and proposal documents. The contract may be amended or modified only by a written modification.
- f) *Request for Proposal:* All documents, whether attached or incorporated by reference, used to solicit competitive sealed proposals.
- g) *Modification:* A written amendment to the contract signed by the County and Contractor, a supplement, a written interpretation issued by the County, a written order for a minor change in the Scope of Work of the contract. A modification may be made only after execution of the written contract.
- h) *Solicitation:* Refers to and includes the RFP, the Instructions to Bidders, the Schedule, the Terms and Conditions, other bid documents and all attachments etc., issued with the RFP together with any and all addenda, errata, and bulletins applying thereto which may, as required, be issued prior to proposal opening.

PARTIES TO CONTRACT

Where the words “Commissioners”, “Controller”, “Purchasing Agent”, or “County” are used, they shall be understood to refer respectively to the Commissioners, the Controller, and Purchasing Agent of Lycoming County, and Lycoming County Pennsylvania, or other persons designated in writing to represent Lycoming County.

The terms “successful Bidder”, “Vendor” and “Contractor” may be used interchangeably throughout this document.

INTENT

- a) It shall be the intent and purpose of this Request for Proposal (RFP) to cover the terms and conditions under which a successful Bidder shall be responsible for the following, through sealed proposals: To perform auditing services.
- b) The County is seeking to identify and select one (1) Vendor to perform the work as listed above. The selected Vendor shall perform work in accordance with the Scope of Work and the RFP.
- c) The Lycoming County Board of Commissioners reserve the right to accept or reject any or all proposals, or to accept any part of a proposal without accepting the whole thereof, or to accept such proposal as they deem to be in the best interest of the County.

BIDDERS’ RECEIPT OF THE RFP PACKAGE

- a) The County’s Purchasing Department and the Controller’s Office are the sole authorities to provide the RFP package to interested companies or individuals. Bidders who are working from an RFP package obtained from any other source may be working from an incomplete set of documents. The County assumes no responsibility for a bid’s errors, omissions or misinterpretations resulting from a Bidder’s use of an incomplete RFP package.
- b) Bidders who have received the RFP package from a source other than the County’s Purchasing Department, the Controller’s Office, or who have downloaded the RFP package from the County’s website, are advised to contact the Purchasing Department to provide their company’s name, address, telephone number, fax number and contact name. This will ensure that the Bidder will receive all communication regarding the RFP such as Amendments and Clarifications.

ISSUING OFFICE AND INQUIRIES

- a) This Request for Proposal (RFP) is issued by Lycoming County Purchasing Office on behalf of Lycoming County Commissioners. All inquiries, clarifications, or interpretations regarding this RFP should be directed in writing to:

Mya Toon
Lycoming County Purchasing Agent
48 West Third Street
Williamsport, PA 17701
(570) 327-6746
mtoon@lyco.org

- b) Responses to inquiries that affect the content of this RFP will be provided in writing to all recipients of the RFP. It is the responsibility of each Bidder to inquire about any aspect of the RFP that is not fully understood or is believed to be susceptible to more than one interpretation. The County will accept only written inquiries regarding this RFP until Friday, January 27, 2012, in order for a reply to reach all

Bidders before the proposal closes. Any information given to a prospective bidder concerning an RFP will be furnished to all prospective bidders as an Addendum to the RFP if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders.

IMPORTANT DATES

Issue Date:	January 6, 2012
Mandatory Pre-Proposal Conference:	January 13, 2012
Final Date for Written Questions:	January 27, 2012
Deadline for Submitting Proposals:	February 3, 2012
Opening of Proposals:	February 7, 2012
Selection of Vendor (tentative):	February 8, 2012
Anticipated Contract Award (tentative):	February 9, 2012

PREPARATION OF PROPOSALS

The County is not liable for any costs incurred by Bidders prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Bidder in responding to this RFP are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by the County.

SUBMISSION AND RECEIPT OF PROPOSALS

- a) Proposals must be enclosed in a sealed, opaque envelope or other container. The outside of the envelope shall be clearly marked, "Comprehensive Financial Auditing Services."
- b) Proposals must be received by Lycoming County no later than Friday, February 3, 2012, 5:00 P.M. EST. Late proposals shall not be accepted. The County shall not be responsible for late receipt of proposals. Proposals must be mailed or delivered to the County. Emailed and faxed proposals are not acceptable and will not be considered. Proposals must be mailed or delivered to:

Lycoming County Controller's Office
Lycoming County Executive Plaza
330 Pine Street, 2nd Floor
Williamsport, PA 17701

- c) **Bidders shall furnish and submit all proposals in accordance with the instructions contained in this RFP package.**
- d) If the bidder submits proposal documents with informalities, errors, or omissions such as, but not limited to, non-conforming bid security, non-conforming non-collusion affidavit or samples, or fails to properly execute and seal the said documents the bidder in the County's sole discretion may be given 72 hours from the time of the proposal opening in which to provide such information to the County.
- e) The County has the right to waive any and all informalities.

PROPOSAL MODIFICATIONS

Proposals can not be modified after receipt of proposals. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the bidder to disqualification. The County reserves the right to request information or respond to inquiries for clarification purposes only.

PROPOSAL WITHDRAWAL

Bidders may withdraw proposals at any time up to the scheduled time for receipt of proposals. Bidders desiring to withdraw his/her proposal, must submit the purpose for withdrawal in writing to the County Purchasing Agent before the proposal opening deadline. Bidders may resubmit proposals provided it is prior to the scheduled time for receipt of proposals.

ADDENDA

- a) Any explanation desired by a bidder regarding the meaning, clarification or interpretation of the RFP must be requested in writing no later than 5:00 P.M. EST on Friday, January 27, 2012. Answers to questions or acceptance of requested changes to RFP requirements will be provided in an Addendum to the RFP, which will be posted on the County's website (www.lyco.org) and notice of the issuance of the Addendum will be given to all parties recorded by the County as having received the RFP documents from the County's Purchasing Department. Receipt of the Addendum should be acknowledged in the proposal. Although the Purchasing Agent will take effort to send any addendum to known bidders, it is the bidder's ultimate responsibility to ensure all applicable addenda prior to proposal submittal.

PROPOSAL EXAMINATION

- a) Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the bidder of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.
- b) Proposals will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the proposal documents including the specifications and all requirements thereof of the RFP. It is understood that submission of a proposal indicates full acceptance of the same by the parties submitting the proposal. Furthermore, by submitting a proposal the bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the bidder through examination of all documents, or raising a question regarding requirements prior to submitting a proposal.

EVALUATION OF PROPOSALS

- a) Proposals will be evaluated in accordance with the required specifications as listed in this RFP. At the County's discretion, a proposal may be eliminated from consideration for failure to comply with any required specification, depending on the nature and extent of non-compliance. In addition to

meeting mandated specifications, proposals will be evaluated for the ability of the bidder to provide, in the County's opinion, the best overall solution to meet the County's objectives.

- b) The County reserves the right to award a single contract for the total requirement of the RFP or award multiple contracts on a group or line item basis in any combination that best serves the interest of the County.

REJECTION OR DISQUALIFICATION OF PROPOSALS

- a) A proposal that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initialed, may be rejected as non-conforming.
- b) The County reserves the right to waive a proposal's minor irregularities if rectified by Bidder within three (3) business days of the County's issuance of a written notice of such irregularities.
- c) The County reserves the right to disqualify proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder.
- d) Issuance of this RFP in no way constitutes a commitment by the County to award a contract. The County reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this solicitation if it is determined to be in the best interest of the County.
- e) **Any Bidder who has demonstrated poor performance during a current or previous Agreement with the County may be considered a non-responsible Bidder and their proposal may be rejected. The County reserves the right to exercise this option as is deemed proper and/or necessary.**
- f) **The Lycoming County Board of Commissioners reserve the right to accept or reject any or all proposals, or to accept any part of a proposal without accepting the whole thereof, or to accept such proposal as they deem to be in the best interest of the County**

SUBMISSION OF SAMPLES

- a) When samples are required to be supplied, they must be supplied within three (3) days of proposal opening, unless otherwise requested by the County or otherwise required by the proposal documents. The County also has the right not to return any samples required by the proposal.
- b) Samples submitted shall become the property of the County(s). Bidder shall bear the costs of providing the required samples.
- c) The County reserves the right to: (a) request additional samples of the product; (b) conduct in-house testing of the product; or (c) perform tests of the product, including destructive tests that would indicate the product's performance under actual County usage conditions, in order to completely evaluate the product and make a determination as to its compliance with the specifications.

USE OF PROPOSAL FORMS

- a) The Proposal shall be made on the proposal forms included in this RFP and all applicable blanks on such forms shall be filled in. The forms to be included in the proposal are: Bid Form, Proposal Price Schedule, Non-Collusion Affidavit, General Information – Qualifications & Experience, and Exception Form (if applicable). **A Bidder's failure to submit proper documentation may result in the County's rejection of the proposal.**
- b) Any and all documents required by the RFP that require a notarization must include the signature and seal of the notary public as required by the state in which the notary is commissioned. For those states that do not require an embossed notary seal, a Notarization Affidavit must be completed and submitted with the proposal. Proposals and required documentation submitted without the embossed seal and without the Notarization Affidavit, as applicable, may be rejected at the time of proposal opening.
- c) For each line item offered, Bidders shall show both the unit price and extended price. In case of a discrepancy between the unit price and extended price, the unit price will be presumed to be correct and the extended price shall be corrected accordingly.
- d) Proposals for supplies or services other than those specified or approved will not be considered.

NON-COLLUSION AFFIDAVIT

- a) The County requires that a Non-collusion Affidavit be submitted with all proposals pursuant to its authority according to the Pennsylvania Antibid-Rigging Act, 62 Pa. C.S.A. §4501 et seq.
- b) This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the proposal.
- c) Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the proposal.
- d) If a proposal is submitted by a joint venture, each party to the venture must be identified in the proposal documents, and a Non-Collusion Affidavit must be submitted separately on behalf of each party.
- e) The term “complementary bid” as used in the Affidavit has meaning commonly associated with that term in the bidding process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or non-competitive proposal, and any form of proposal submitted for the purpose of giving a false appearance of competition.
- f) Failure to file a Non-Collusion Affidavit in compliance with these instructions will result in disqualification of the proposal.

EVALUATION OF PROPOSALS

- a) Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria. This scoring will determine the ranking of bidders based upon their written proposals.
- b) The proposals will be scored using the following criteria:
 - 1. The quality of the services to be provided.
 - 2. Qualifications of the Bidder's organization and its experience in providing similar types of services.
 - 3. Performance on past projects for the County and for others, if applicable.
 - 4. Technical soundness of Bidder's proposal.
 - 5. Demonstrated capability of Bidder to provide services.
 - 6. Value and cost to the County of services and benefits proposed.

AWARD OF PROPOSAL

- a) Award of any proposal is contingent upon available budget funds and approval of the Lycoming County Board of Commissioners.
- b) The County will award the contract(s) to the lowest and best responsive, responsible Bidder(s) meeting all terms, conditions, and specifications of the RFP, within 120 days of the opening of the proposals. Submitted proposals shall remain valid during this 120-day period. The County reserves the right, in its sole and absolute discretion, to accept or reject any and all proposals or parts thereof.
- c) An official letter of acceptance will be forwarded by the County to the successful bidder after proposal selection and prior to contract award.

AGREEMENT / CONTRACT

Upon acceptance and award of a bidder's proposal, the contract between the Bidder and the County shall be drafted from (a) the RFP and addenda, (b) the selected proposal (response to the RFP by the Bidder) and any attachments thereto, and (c) all written communications between the County and the Bidder concerning the transactions. The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

EXECUTION OF CONTRACT

- a) The successful bidder must execute a written contract with the County in the form set forth in the solicitation immediately after award of the contract. If the successful bidder fails or refuses to execute

the formal contract with ten (10) days of the date of contract award, the security (Bid Bond) shall be forfeited to and retained by the County as liquidated damages, that award of the contract shall be voided, and all obligations of the County in connection herewith shall be canceled.

SECTION 3

TERMS & CONDITIONS

TERMS & CONDITIONS

DEFINITIONS AND HEADINGS

- a) *County / County of Lycoming Vendor / Contractor:* The parties identified as such in this Agreement.
- b) *Services:* The work identified in this RFP as to be performed by Vendor under the ensuing contract.
- c) *Goods:* The equipment or items identified in this RFP as to be supplied by Vendor under the ensuing contract.
- d) *Work:* The required services and required goods.

TERM OF CONTRACT

- a) The contract, which results from the award of this RFP, shall commence on February 9, 2012, and terminate on December 31, 2015.

OPTION TO EXTEND CONTRACT PERIOD

- a) The contract may be extended up to three (3) months at the proposal pricing, provided mutual agreement by both parties in written form. This extension will be utilized only to prevent a lapse of contract coverage and only for the time necessary to issue and award a new Request for Proposal, but not to exceed three (3) months.

OPTION TO RENEW CONTRACT

This contract may be renewed for either a one, two, three, or four year term by mutual agreement of both parties in written form.

AMENDMENTS AND MODIFICATIONS OF CONTRACT

The contract between the County and the Vendor shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed by both parties.

TERMINATION

- a) The County reserves the right, at any time and for its convenience, to terminate the contract in whole or in any separable part by written notice to Vendor. Such notice shall be provided at least thirty (30) days

prior to the intended termination date. Vendor shall be compensated for services performed in accordance with the provisions of the contract up to the effective date of termination, less any payments previously made by the County for such services, but in no event shall Vendor be entitled to recover loss of profits.

- b) In the event that either the Vendor or the County defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

SUBCONTRACTING

The Contractor shall not subcontract any of its obligations under this contract without the County's prior written consent. In the event the County does consent in writing to a subcontracting arrangement, the Contractor shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this contract.

EXCEPTIONS

A Proposal submitted in response to this RFP constitutes a binding offer to comply with all terms, conditions, special conditions, general specifications, and requirements stated in this RFP, except to the extent that a Bidder takes exception to such provisions. To take exception to a provision of this RFP, the Bidder must clearly identify in the PROPOSAL EXCEPTION FORM: (a) the number and title of each section of this RFP that the Bidder takes exception to; (b) the specific sentence within such section that the Bidder takes exception to; and (c) any alternate provision proposed by the Bidder.

TIME OF PERFORMANCE

- a) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Contractor shall be prepared, upon written notice of proposal award, to commence services pursuant to the award on February 9, 2012.
- a) The Contractor shall deliver services on the date of commencement as defined above and achieve substantial completion on or before August 31, 2015.
- b) The Contractor must comply with the time of performance.

LIQUIDATED DAMAGES

- a) In the case of default by the successful Bidder(s) in failing to perform services in conformance with the requirements of the contract resulting from this RFP, the County may, after providing notification, procure the same from other sources and charge such Bidder(s) for any excess cost of damages resulting there from.
- b) If the Contractor fails to perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the County as fixed, agreed, and liquidated damages, per calendar day for each and every day of delay as liquidated damages five hundred dollars (\$500.00).
- c) This Article shall not operate or bar the County from exercising any other rights or remedies to which it may be entitled to under the Pennsylvania Uniform Commercial Code, Article 2, 13 Pa.C.S.A., Section 2101 et seq.
- d) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor.

ADDITIONS OR DEDUCTIONS

- a) The County shall have the right, without invalidating the contract, to make additions to or deductions from the work covered by these specifications and in case such deductions or additions are made, an equitable adjustment of the addition to or deduction in cost shall be made between the County and the Contractor, but must be agreed to in writing.
- b) When the County would require additional or extra goods or services that are not listed as part of the proposal package and without invalidating the purchase contract, the Vendor(s) would be required to furnish and deliver the goods and services to the County, at the vendor's standard retail price of said items. This situation would also be in effect for the life of the contract, as listed in the above-mentioned language.

EXTRA WORK

No extras or additional work will be allowed or paid for unless such extras or additional work are ordered in writing by the Commissioners, and the price fixed and agreed upon before such work is performed.

CHANGES OF SERVICES

- a) The County may at any time, by written order, and without notice to sureties, if any, make changes within the general scope of this contract in any one or more of the following:
 - (1) Description of services.
 - (2) Time of performance of the services.

- (3) Place of performance of the services.
 - (4) Method of shipments or packing of supplies.
 - (5) Place of delivery.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract price, the delivery schedule, or both, and shall modify the contract if necessary.

COUNTY FURNISHED PROPERTY

- a) No County property shall be furnished to the Contractor unless so provided in the RFP.
- b) Should the County provide furnished property, it shall be returned to the County upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
- c) The County shall retain title to all County property furnished to the Contractor or purchased by the Contractor for the County under this contract.
- d) The County furnished property shall be used only for performing this contract.
- e) The Contractor shall be responsible and accountable for all County Furnished Property provided under this contract. The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of any County Furnished Property in accordance with sound industrial practice.
- f) Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, County Furnished Property upon its delivery to the Contractor. However, the Contractor is not responsible for reasonable wear and tear to such property used or consumed in performing this contract.
- g) Upon completing this contract, or at such earlier date as directed by the County, the Contractor shall submit to the County an inventory of all County furnished property, including quantity and condition, of each item furnished under this contract. The County shall advise as to disposition of such property. The net proceeds of the disposal of any such property shall be credited to the contract price or shall be paid to the County.

INSPECTION OF WORK

- a) Inspection of all work may be made by the County Commissioners, their duly appointed representative or other inspector(s) or assistants designated by that representative. The Contractor will be notified as to the name(s) and responsibility of such individual(s).
- b) The Contractor must notify the designated representative when all work has been performed in conformity with the requirements of this contract.

- c) The designated representative will certify that the Contractor's work has been performed in conformity with the requirements of this contract.

PRICING

- a) The successful Bidder warrants the proposal price(s), terms and conditions stated in his/her proposal shall be firm for a period of 120 days from the date of the proposal opening. Once an award is made and a contract is in place, prices shall remain firm and fixed for the entire contract period. If your proposal includes price increases over the term of the contract, such increases must be clearly indicated in the Proposal Price Schedule.
- b) All proposal prices must include freight.

PAYMENT

The County will make payment within thirty (30) days of receipt invoice for properly received goods and services after inspection and acceptance of the material and/or work by the County. Advance billings are not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above.

ASSIGNMENT

The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of its agreements with the County, or its rights, title, or interest herein, or its power to execute such agreement, to any other person, company, or corporation without the previous consent and written approval by the County.

COMPLIANCE WITH LAWS

In the performance of the contract, Vendor shall comply with all applicable laws, ordinances, rules and regulations of governmental authorities and shall further specifically comply with those sections related to Equal Employment Opportunity and Non-Discrimination. Vendor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. Vendor shall give required notices and secure and pay for temporary permits, licenses, and easements required for performance of the contract.

GOVERNING LAW

The contract between the County and the Vendor shall be governed in accordance with the laws of the State of Pennsylvania.

EVIDENCE OF FINANCIAL STANDING

After the proposal opening, Bidders must be prepared to present suitable evidence of their financial standing within three (3) business days after request by the County. This evidence would include an income statement, balance sheet and statement of cash flow accompanied by an auditor's report attesting to the accuracy of the financial statements.

INSPECTION AND REJECTION

Goods and services received by the County shall not be deemed accepted until the County has had a reasonable opportunity to inspect. Goods that are discovered to be defective or non-conforming to the agreed upon specifications may be rejected upon initial inspection or at any later time if the defects or non-conformity were not reasonably discoverable at the time of initial inspection. Within fifteen (15) days of receipt of notification of rejection, Vendor shall remove rejected Goods from the premises without expense to the County. Rejected Goods not removed within fifteen (15) days will be regarded as abandoned and the County shall have the right to dispose of such Goods as its own property and shall retain that portion of the proceeds of any sale which represents the County's costs and expenses in regard to the storage and sale of the Goods. Upon notification of rejection, the Vendor shall immediately replace all such rejected Goods with others conforming to the specifications and which are not defective. If the Vendor fails neglects or refuses to do so, the County shall then have the right to purchase in the open market a corresponding quantity of such Goods and deduct from any monies due or that may thereafter become due to the Vendor, the difference between the price stated and the actual cost thereof to the County. If the amount due the Vendor is insufficient to meet such expenses, the Vendor shall be liable for the excess and the County may proceed against the Vendor through appropriate legal action.

OWNERSHIP OF WORK PRODUCT

The County, its departments, employees, agents or assigns shall have the unrestricted right and authority to reproduce, distribute, and use in whole or in part any submitted report or written materials generated by Vendor pursuant to this project. Employees or agents of the parties shall not divulge, transfer, assign, sell or otherwise convey the other party's proprietary methodologies (designated in writing by each party as proprietary) in any form to a third party, person or organization except as may be specifically agreed to in writing by the affected party.

INDEPENDENT CONTRACTOR AND INDEMNITY

The Vendor shall act as an independent contractor and not as an employee of the County. Vendor agrees to indemnify and hold harmless the County, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of Vendor, its subcontractors or its respective agents, servants, or employees or such parties' failure to perform in accordance with the provisions of the contract resulting from this RFP.

FORCE MAJEURE

If the County, in its reasonable discretion, determines that the Force Majeure event is likely to delay Contractor's performance for more than thirty (30) days, the County reserves the right to cancel the agreement between the parties. In that event, neither party shall have any further liability to the other, subject only to the County's obligation to pay the Contractor for work already completed by the Contractor and the Contractor's warranty for work already completed.

EVIDENCE OF INSURANCE

- a) The successful bidder, at its expense, shall carry and maintain in full force at all times during the term of the contract resulting from this RFP the following insurance:. The requirements are applicable to any and all subcontracts and subcontractors performing work under this contract.

Coverage	Limits of Liability
Workmen’s Compensation	Statutory
General Liability/Property Damage	\$500,000 each occurrence \$1,000,000 aggregate
Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Automobile Liability/Property Damage	\$500,000 each occurrence
Bodily Injury	\$500,000 each occurrence \$1,000,000 aggregate

- b) Prior to commencement of performance of this Agreement, Contractor shall furnish to the County a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the County of Lycoming, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to the County. Such certificate shall be issued to: County of Lycoming, Attn: Mya Toon, 48 West Third Street, Williamsport, PA 17701
- c) Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later.

TAX EXEMPTION

The County is exempt from all Federal Excise Taxes and Pennsylvania Sales Taxes, as a political subdivision of the Commonwealth of Pennsylvania. The County’s registration number with the Internal Revenue Service is 24-6000733. Net prices shown in the proposal shall exclude such Federal and State taxes.

SUBMITTAL DOCUMENTS

The following documents are required to be submitted with each proposal:

1. Bid Form
2. Proposal Price Schedule
3. Non-Collusion Affidavit
4. General Information - Qualifications/Experience
5. Exception Form (if applicable)
6. Addenda Number(s) (if applicable)

SECTION 4

SCOPE OF WORK

SCOPE OF WORK

Introduction

The County of Lycoming, Lycoming County, Pennsylvania, is requesting proposals from qualified firms of Certified Public Accountants, with licenses in Pennsylvania, to perform financial and compliance audits for calendar years December 31, 2011, 2012, 2013 and 2014. Only firms who are experienced in governmental auditing and maintain the minimum required CPE credits in governmental audit work shall be considered

These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards (1994)*, the provisions of the Federal Single Audit Act of 1984, as amended in 1996, and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments and Non-profit Organizations*, and the provisions of the Pennsylvania General Statutes concerning the *State Single Audit Act*, as well as all other guidelines, requirements and/or applicable laws of the State of Pennsylvania.

Throughout the contract period the auditor shall advise the County on implementation of new accounting standards as promulgated by authoritative bodies. The auditor shall also give advice to the County on specialized accounting questions that may arise. The County acknowledges its responsibility for the reliability, accuracy, and completeness of all financial preparations.

MINIMUM AUDIT REQUIREMENTS:

Work Space

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

Comprehensive Annual Financial Report (CAFR)

The County intends to issue annually a Comprehensive Annual Financial Report (CAFR) prepared in accordance with generally accepted government accounting principles and all applicable federal and state requirements. It will submit each CAFR to the Government Finance Officers Association Certificate for Achievement for Excellence in Financial Reporting Program, and expects to achieve the award each year, as it has done for the last 19 years.

The audit firm engaged will be responsible for reviewing portions of the CAFR for accuracy with the Director of Fiscal Services. Such portions shall include, but not limited to, basic financial statements, statistical sections, notes, Management Discussion & Analysis (MD&A), Required Supplemental Information (RSI) and other supplemental information. Such services shall be included as a part of the Single Audit costs.

Cost Allocation Plan (CAP)

The Auditor shall review the indirect cost proposal that is prepared by the Department of Fiscal Services in accordance with A-87 Guidelines. Such services shall be included as a part of the Single Audit costs.

Records to be Audited

The auditor shall audit the statement of net assets of the County and the related statements of governmental activities, business-type activities and the aggregate fund information.

The accounts of the County are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures, or expenses, as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

The County will prepare the audit confirmations. Clerical assistance will be available to help retrieve documents such as paid checks and invoices, and the Accounting Staff will be available for the preparation of schedules. The County will provide the necessary reproduction, report covers, tabs, divider pages and report binding for the Comprehensive Annual Financial Report only. All other required reports (e.g., single audit, etc.) must be reproduced and bound by the auditors.

Type of Audits

Auditor shall perform Single Audit Engagements and Non-Single Audit Engagements. Non-Single Audit Engagements shall include, but not limited to, 9-1-1 Triennial Audit and grant auditing (if required).

Schedule

The auditor may commence auditing services in concurrence with the Director of Fiscal Services. Each of the following should be completed by the auditor no later than the dates indicated.

1. **Comprehensive Annual Financial Report (CAFR):** Due no later than June 30th
2. **Single Audit:** Due no later than July 31st

Required Reports

The following reports shall be received by the Board of Commissioners after the completion of each audit:

1. **Independent Auditor's Report:** A report on the examination of the financial statements shall be prepared for each of the four (4) years. The report shall contain an expression of the auditor's opinion as to whether the information contained in the financial statements is presented fairly in conformance with generally accepted accounting principles. If the auditor cannot express such an opinion, the reasons should be so stated in the report. Further, the auditor's opinion, with respect to the supplemental financial information presented in the combining financial statements, shall also make reference as to the fairness in all material respects in relation to the general purpose financial statements.
2. **Management Letter:** A detailed management letter shall be prepared for each of the four (4) years for the use of Board of Commissioners. It should include a summation of audit findings and recommendations affecting the financial statements, internal control, accounting, accounting systems, legality of actions, and any other matters.
3. **Single Audit Report:** A report on internal control and compliance in accordance with the Single Audit Act guidelines and regulations shall be prepared for each of the four (4) years.

Report Submissions

All required reports shall be addressed and submitted to the Lycoming County Board of Commissioners for proper distribution. The successful bidder shall also submit, within the deadline requirements, reports as required by state and federal audit requirements.

Implied Requirements

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

SECTION 5

BID FORM

BID FORM

RFP FOR COMPREHENSIVE FINANCIAL AUDIT

Important note to Bidders: It is essential that the submitted proposal complies with all of the requirements contained in the RFP. The undersigned bidder agrees, if this proposal is accepted, to enter into an agreement with the County on the form included in the Contract Documents to perform and furnish all equipment, labor, materials, services, goods or products, hereafter referred to as WORK, as specified or indicated in the contract documents.

This Proposal is submitted to: Lycoming County Controller's Office
Lycoming County Executive Plaza Building
330 Pine Street, 2nd Floor
Williamsport, PA 17701

This Proposal is submitted on _____, 20____.

This Proposal is valid for 120 days from the date of the public opening of the proposals.

This Proposal is submitted by:

Company Name: _____

Company Address: _____

Main Telephone: _____ Main Fax: _____

Communications and questions concerning this proposal are to be directed to:

Contact Name / Title: _____

Contact Telephone: _____ Fax: _____

Contact Email: _____

In the event our company is awarded a contract as a result of the RFP and this proposal, the following individual will serve as project liaison/manager:

Name / Title: _____

Office Address: _____

Telephone: _____ Fax: _____

Email: _____

Receipt of Amendments (if applicable)

In submitting this Proposal, Bidder represents that they have received and examined the following RFP Addendums:

Addendum No	Date
_____	_____
_____	_____
_____	_____
_____	_____

Checklist - Attachments to Proposal Form

The following documents are attached to and made a part of this Proposal (check all that apply):

- Non-collusion Affidavit
- Price Schedule
- Scope of Works Sheet(s)

Proposal Pricing

Unless items are specifically excluded in the Proposal, the County shall deem the Proposal to be complete and shall not be charged any costs above and beyond the Proposal amount as set forth by Bidder herein.

Bidder shall complete Price Schedule. The total shall include unit prices for each item proposal.

Total Proposal Price	\$ _____
-----------------------------	----------

Prices as stated herein shall remain firm throughout the life of the contract.

Authorized Signature of Bidder

The bid form must be signed by an individual with actual authority to bind the company.

Company Type (check one):

- Sole Proprietorship Partnership Corporation Joint Venture

Bidder attests that:

(1) He/she have thoroughly reviewed the County's Request for Proposal for Comprehensive Financial Auditing Services and that this Proposal is submitted in accordance with the RFP requirements; and (2) He/she are

familiar with the site facilities, site conditions, the pertinent state and local codes, state of labor and material markets, and has made due allowance in the Proposal for all contingencies.

COMPANY NAME

FEDERAL ID#

STREET ADDRESS

PO BOX

CITY

STATE

ZIP

TELEPHONE #

FAX #

SIGNATURE (**see note below)

SIGNATORY'S NAME (printed)

SIGNATORY'S TITLE (printed)

WITNESS'S SIGNATURE (**see note below)

WITNESS'S NAME (printed)

WITNESS'S TITLE (printed)

****For Corporations: The proposal must be signed by the President or Vice President and the signature must be attested by the Corporate Secretary or Treasurer. If any employee other than the President or Vice President signs on behalf of the corporation, or if the President's or Vice President's signature is not attested to by the Corporate Secretary or Treasurer, a copy of the corporate resolution authorizing said signature(s) must be attached to this proposal. Failure to attach a copy of the appropriate authorization, if required, may result in rejection of the proposal.**

PROPOSAL PRICE SCHEDULE

1. SINGLE AUDIT ENGAGEMENT

Single Audit Engagement costs shall include assisting with the Comprehensive Annual Financial Report (CAFR).

December 31, 2011	\$ _____
December 31, 2012	\$ _____
December 31, 2013	\$ _____
December 31, 2014	\$ _____
Total	\$ _____

2. NON-SINGLE AUDIT ENGAGEMENTS

Non-Single Audit Engagement costs shall include costs such as 9-1-1 Triennial Audit, grant audits, etc.

\$ _____/hr

Total proposal price for the above named project, as per these specifications: \$ _____

Proposal Price (Written Out)

When submitting a proposal, place the bid form sheet as the top page of the proposal package and the proposal price schedule as the second page of the proposal package.

The Commissioners reserve the right to accept or reject any or all proposals, or to accept any part of a proposal without accepting the whole thereof, or to accept such proposal as they deem to be in the best interest of the County.

The undersigned, as bidder, hereby declares that the total project costs as indicated above, includes all necessary costs necessary to complete this project in full according to the general scope of work contained in the RFP. Services not specifically mentioned, but are necessary to provide the functional capabilities shall be listed and included as part of the cost elements.

The undersigned further understands and agrees that if the County accepts the proposal, no additional funds will be allowed beyond the stated total project costs.

Agency Name: _____

Address: _____

Point of Contact: _____ Phone Number: _____

Fax Number: _____ Email address: _____

Name of person submitting proposal: _____

Signature: _____ Date: _____

SECTION 6

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antirigging Act, 62 Pa.C.S.A. § 4501, et seq, government agencies may require Non-Collusion Affidavits to be submitted together with bids.

This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately in behalf of each party.

The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, and intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

Contract/Bid/Proposal _____

State of _____

County of _____

I state that I am _____ (Title) of _____ (Name of Firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate prices(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____ (Name of Firm), its affiliates, subsidiaries, officers, and employees are not currently under investigation by any governmental agency and have not, in the last four years, been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding in any public contract, except as follows:

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the County of Lycoming in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the County of Lycoming of the true facts relating to the submission of bids for this contract.

A statement in this affidavit that a person has been convicted or found liable for any act, prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract within the last three years, does not prohibit the County of Lycoming from accepting a proposal form or awarding a contract to that person, but may be grounds for administrative suspension or debarment in the discretion of the County under its rules and regulations, or may be grounds for consideration on the question of whether the County should decline to award a contract to that person on the basis of lack of responsibility.

Name: _____

Signature: _____

Title: _____

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20 ____

Notary Public

My Commission Expires: _____

SECTION 7

GENERAL INFORMATION QUALIFICATIONS/EXPERIENCE

GENERAL INFORMATION – QUALIFICATIONS/EXPERIENCE

NOTE: All Owners, Principal Officers and Employees of Contractor's associated with this contract would be subject to background checks and drug and alcohol testing if requested by the County.

LYCOMING COUNTY reserves the right to disqualify any bidder based upon inadequate qualifications.

SUBMITTED TO: _____

BY: _____

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Co-Partnership
<input type="checkbox"/>	An Individual

PRINCIPAL OFFICE: _____

Please answer the following questions in as much detail as possible. Additional information, or additional sheets may be used, however please reference the location of the answers in the space provided.

1. Please describe the resources available for the job, including the number of firm members assigned and their job titles (e.g., staff, senior, manager, or partner), the percentage of their work schedule available on this job, as well as the total staff hours available.

2. Please describe if there are any potential conflicts of interest that you are aware of that could give rise to a lack of independence in appearance or in fact for the County audit.

3. What steps does your firm employ to ensure that you are independent in respect to audit engagements?

4. Describe any computer aided audit techniques planned for this engagement.

5. Please enclose a copy of your firm's most recent external peer review report including letter of comments. If your firm has not received an external peer review report, please describe your firm's plans to obtain this report, and state in detail the reasons for this omission.

6. Please provide three references of similar audit engagements your firm has performed. We plan to only ask general questions regarding your firm's planning of the engagement, timeliness of the fieldwork and submission of audit reports, technical expertise relating to their job, and their overall satisfaction with your performance.

Agency Name: _____
Primary Contact: _____
Title: _____
Telephone Number: _____
Service(s) Provided: _____
Year(s) Audited: _____

Agency Name: _____
Primary Contact: _____
Title: _____
Telephone Number: _____
Service(s) Provided: _____
Year(s) Audited: _____

Agency Name: _____
Primary Contact: _____
Title: _____
Telephone Number: _____
Service(s) Provided: _____
Year(s) Audited: _____

7. Please indicate the on-site manager for this engagement, as well as a description of governmental auditing experience for this person.

8. Please indicate each of the staff assigned to this engagement, including their total experience as auditors, as well as their direct governmental auditing experience.

9. Please describe any additional factors you feel make your firm's proposal superior to others submitted

The undersigned hereby authorizes and request any person, firm or corporation to furnish any information requested by the County of Lycoming, Pennsylvania in verification of the recitals comprising this day of _____, 20____.

Name of Company _____

By _____

Title _____

STATE OF _____
COUNTY OF _____ SS: {

_____ being duly sworn deposes and says that he is
_____ of _____
(Name of Company)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this
_____ day of _____ 2012

Notary Public

My commission expires: _____

SECTION 8

EXCEPTION FORM

