

Request for Proposal

Luzerne County Community Development

AUDITING SERVICES

LUZERNE COUNTY PENNSYLVANIA

RFP No. 111717RFPCD

DUE DATE DECEMBER 4, 2017 EST at 4:00PM

Luzerne County Purchasing Department
Attn: Mark Zulkoski
Penn Place Office Building
20 North Pennsylvania Ave. Suite 203
Wilkes-Barre, PA 18711
570-820-6337
mark.zulkoski@luzernecounty.org

FIND US AT: www.luzernecounty.org/procurement

ATTENTION:

RFPs will be received weekdays between the hours of 9:00 AM to 4:00 PM only (excluding holidays).

All RFPs must be delivered by the time stated in the bid packet.

All RFPs must be delivered to the:

Luzerne County Purchasing Department
20 North Pennsylvania Avenue
Suite 203
Wilkes Barre, Pa 18711

Any questions in regard to the RFP package, please contact Mark Zulkoski at 570-820-6337
Or mark.zulkoski@luzernecounty.org.

ATTENTION:

**YOU MUST PRINT THE BELOW ADDRESS AND RFP INFORMATION AND AFFIX TO THE
OUTSIDE OF YOUR RFP ENVELOPE. THE RFP WILL NOT BE ACCEPTED IF THIS
INFORMATION IS NOT PROVIDED**



Luzerne County Purchasing Department
Penn Place Building
Suite 203
20 N. Pennsylvania Ave
Wilkes Barre, PA 18711

All RFP returns must have this label attached with
The name and reference number of the RFP to the
Outside of the return envelope
(UPS, FEDEX, etc.) Or it will be rejected.

RFP Name _____

Company Name _____

Reference # _____

Responders who use USPS Services, PLEASE NOTE:

The Post Office does not deliver mail directly to Penn Place.

You should allow additional time for your bid to be forwarded from the Court House to Penn Place. It is the Responders responsibility to get their RFP packets to the Purchasing Department by the time specified.
LUZERNE COUNTY WILL NOT BE RESPONSIBLE FOR LATE OR MISDIRECTED MAIL.

GENERAL INSTRUCTIONS TO RESPONDENTS

1. All prices shall include delivery. Orders only place, after receipt of a formal purchase order issued by the Purchasing Department.
2. Any alterations, erasures, additions to or omissions of required information, or change of specifications or bidding schedule, is done at the risk of the responder and may result in rejection of his/her RFP. In case a responder finds discrepancies or omissions, or is in doubt as to the meaning of the specifications of bidding schedule, he/she should at once notify the Luzerne County Purchasing Department, who will reply to such questions in official supplement and copies will be sent simultaneously to all responders.
3. All responders are responsible to see that their names appear in the Purchasing Department office on the form recording the names of prospective responders, so that the responders are assured of receiving pertinent bulletins which may be issued before the RFP's are opened.
4. All responders must be recognized dealers in the materials specified and qualified to advise in its application of use. The responders at any time requested, must satisfy the County Manager and administrative officers that they have the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which responder is interested.
5. Submitting a proposal when it is intended to sublet the contract is cause for rejection of your RFP, or cancellation of the contract, unless approval is given in writing by Luzerne County prior to the RFP opening.
6. It is agreed by the parties hereto that wherever the word "Purchasing Agent" or the pronoun in place thereof occurs in the articles of agreement of specifications, it is hereby expressly understood that the Purchasing Agent is acting only under the authority of the subject to the approval of the County Manager and administrative officers.
7. In case of error in the extension of prices, the unit price shall govern.
8. The contract will not be awarded to any corporation, firm, or individual who has failed in any former contract with Luzerne County to perform work or delivery of guarantee.
9. It is expressly understood and agreed that the inspection of materials and workmanship by the purchasing or issuing department will in no way lessen the responsibility of the contractor or release him/her from obligations to perform and deliver to the County satisfactory work materials. The contractor agrees to pay the cost of all tests for defective materials and to allow the cost to be deducted from any money due him/her from the County otherwise bondsmen in this case are liable for satisfactory completion of the contract.
10. When the contract has been duly signed and the contract bond covering the same approved, then and not before, the contractor may secure instructions from the purchasing agent pertaining to the procedure of the work or delivery.
11. If more than one RFP is offered by any one party or in the name of his/her clerk, partners or other persons, all such bids may be rejected. However, a party who has quoted prices on materials to a responder is not thereby disqualified from quoting prices on materials to other responders or from submitting a RFP directly for the materials or work.
12. The County Manager and administrative officers reserve the right to reject any and all RFPs or specifications when deemed to the best interest of the County and also to purchase any, part, or none of the materials specified. The Luzerne County Manager may cancel the award at any time before the execution of the contract.
13. All terms, rebates and discounts shall be considered to be offered effective as of the date of payment by County notwithstanding anything to the contrary expressed by the responder in his/her RFP.
14. The County will reject all materials that do not meet the specifications even though the responders list trade names of such materials on the proposal sheet.
15. The material and equipment shall be delivered to the County of Luzerne, Pennsylvania. All prices quoted shall be f.o.b., Luzerne County Court House, or point of destination within Luzerne County if otherwise specified.
16. The party or parties bidding upon this proposal to whom the award or awards are made may be required to enter into a contract with the County of Luzerne within sixty (60) days of notification by the Purchasing Agent. Failure of bidder to do so, shall result in the cancellation

of the award and forfeiture of the bid bond and/or bid deposit which shall become the absolute property of the County of Luzerne.

17. The responder or responders to whom the contract is awarded agree(s) to release the County of Luzerne from all suits or action of any nature or description brought against it for or on account of the use of patents, appliances, products or processes.
18. The County Manager and administrative officers at their discretion, may extend the time for the completion of this contract, if prevented by strikes of employees or by reason of it being impossible to procure the necessary material, equipment, etc.
19. All RFPs must be made on proposal blanks attached to these specifications and made part thereof, and must be enclosed in sealed envelopes/package directed to the Luzerne County Purchasing Department. Attached labels must be placed upon outside of said envelope/package, failure to do so may result in rejection of submitted RFP.
20. Responders must write or print figures in ink or typewritten.
21. A proposal which is incomplete, obscure, conditional or unbalanced or which contains additions not called for or irregularities of any kind or alterations may be rejected.
22. Luzerne County reserves the right for the Luzerne County and/or the Luzerne County Manager and/or their respective designees to perform financial and/or performance audits on any purchase, sale, award, contract or other transactions involving Luzerne County, therefore, any party to a purchase, sale, award, contract or other transaction involving Luzerne County must grant to the Luzerne County Controller and/or the Luzerne County Manager and/or their respective designees reasonable access to any property and/or equipment purchased in whole or in part with Luzerne County funds and must grant reasonable access for review, inspection and reproduction of any and all financial, employment and/or other records of the vendor, contractor, subcontractor or other entity deemed relevant by the Luzerne County Controller and/or Luzerne County Manager.
23. With respect to responders that are permitted to provide certified checks, cashier's checks and/or trust company treasurer's checks in lieu of a bid bond, such checks shall be returned to unsuccessful responders within thirty (30) days following the award of the RFP and will not be cashed. Luzerne County may deposit the check of the successful responder and may retain such funds until the successful responder enters into an agreement with Luzerne County to fulfill the RFP on the terms submitted by that responder. With respect to successful responders that are permitted to provide certified checks, cashier's checks and/or may be cashed and retained by Luzerne County pending the responder's full and faithful performance of the RFP.
24. Luzerne County will **NOT** accept vendor contracts that include automatic renewal and price escalation clauses.

INVITATION FOR PROPOSAL

COUNTY OF LUZERNE

(herein referred to as "The County")

(NOTE: "Firm," as utilized throughout this Request for Proposals, shall mean a business specializing in the provision of auditing services, which may consist of one or more accountants, and may operate as a sole proprietorship, partnership, or professional corporation.)

I. TYPES OF SERVICES REQUIRED

The County requires the performance of annual audits of its Community Development Block Grant Program, the Emergency Solutions Grant Program, the HOME Investment Partnerships Program, the Business Development Loan Program, the Community Development Block Grant Disaster Recovery Program and Programs funded through the Pennsylvania Department of Community and Economic Development, if any.

II. SCOPE OF SERVICES

In accordance with Community Development Block Grant Administrative Regulations, the County of Luzerne is requesting proposals from independent Certified Public Accountants, to perform one annual audit:

- Audit for the period commencing January 1, 2017 and concluding December 31, 2017; with an option to audit two (2) subsequent years (2018 and 2019). After the first year, the County reserves the right to extend the agreement and to negotiate rates, terms and conditions, based on changes of circumstances or re-RFP the audit, as may be in the County's best interest.

The audits shall be performed in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the generally accepted auditing standards as established by the American Institute of Certified Public Accountants.

III. TIME OF PERFORMANCE

The services of the firm will commence upon execution of the contract, and conclude upon completion of the audit. The audit must be completed by May 31, 2018.

IV. COMPENSATION

The County will negotiate a fixed fee for all services to be provided by the firm in connection with the project. It is expressly understood that failure to negotiate for services as established herein, will disqualify the firm's Proposal.

V. FACTORS FOR EVALUATION

Each Proposal received from interested firms shall be reviewed by Luzerne County, and if necessary, the firm will be invited to be interviewed, should additional information be necessary. This information will then be evaluated by utilizing the attached Evaluation Criteria Form, and will be scored. The responsible firm, whose credentials will be most advantageous to the County, will be considered for negotiations.

VI. CONTRACT AWARD

The contract will be awarded upon execution by the County Manager.

VII. INFORMATION REQUIRED FROM INTERESTED FIRMS

The County is pleased to invite your firm to submit a written Proposal for this activity. Attached hereto is Form PAQ-AUDIT, "Professional Advice Questionnaire," to assist you in preparing your Proposal. Luzerne County shall negotiate a contract with the responsible offeror whose proposal will be most advantageous to the County, subject to the evaluation of information received from interested firms, for necessary services, at a compensation which the County determines to be fair and reasonable. Should the County be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, Luzerne County reserves the right to undertake negotiations with the responsible firm considered to be the next most advantageous, or at its discretion, issue another "Request for Proposals." Luzerne County reserves the right to refuse any or all Proposals.

VIII. SUBMISSION REQUIREMENTS

Sealed proposals must be submitted no later than 4:00 p.m., Monday, December 4, 2017 to the Purchasing Department, Penn Place Building, Suite 203, Wilkes-Barre, PA 18711.

Please submit proposals in a sealed envelope clearly marked "Audit Proposal."

LUZERNE COUNTY IS AN AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER.

PROFESSIONAL ADVICE QUESTIONNAIRE

The purpose of this form is to provide information regarding the qualifications of interested firms in the provision of legal assistance and advice for the Luzerne County Office of Community Development.

1. FIRM NAME AND ADDRESS:

2. NAME, TITLE, & TELEPHONE NUMBER OF PRINCIPAL TO CONTACT:

3. ADDRESS OF OFFICE TO PERFORM WORK, IF DIFFERENT FROM ITEM 1:

4. FIRM IDENTIFICATION NUMBER:

5. OUTSIDE KEY CONSULTANTS/ASSOCIATES ANTICIPATED FOR THE PROJECT.

6. DOES YOUR FIRM QUALIFY UNDER ANY OF THE FOLLOWING:

- a. Female Owned Business Firm : _____
- b. Labor Surplus Area Business Firm: _____
- c. Minority Owned Business Firm: _____
- d. Section 3 Business Firm: _____
- e. Small Business Firm: _____

7. BRIEF RESUME OF KEY PERSONS, SPECIALISTS, AND INDIVIDUAL CONSULTANTS ANTICIPATED FOR THIS PROJECT

**** (COMPLETE ONE PAGE FOR EACH PERSON, INSERTING AS MANY ADDITIONAL PAGES AS NECESSARY)**

a. Name and Title:

b. Project Assignment:

c. Name of firm with which associated:

d. Years Experience with this firm: _____, with other firm(s) _____

e. Educational Background - degree(s), year obtained, specialization:

f. Active Registration: Year first registered/disciplined

g. Other experience and qualifications relevant to the proposed project:

h. Estimated level of effort, in terms of time commitment to be provided:

8. List 5 projects completed by your firm, which best illustrate your qualifications relevant to this RFP. Provide all information requested.

PROJECT NAME & LOCATION	NAME/ADDRESS OF OWNER/CEO	NATURE OF FIRMS DUTIES	PROPOSED COMPLETION DATE	ACTUAL COMPLETION TIME	ESTIMATED COST OF SERVICES	ACTUAL FEE CHARGES

9. USE THIS SPACE TO PROVIDE ANY ADDITIONAL INFORMATION, OR DESCRIPTION OF RESOURCES SUPPORTING YOUR QUALIFICATIONS FOR THE PROPOSED PROJECT:

10. USE THIS SPACE TO LIST CONTRACTS WHICH YOUR FIRM HAS RECEIVED WITHIN THE LAST FIVE YEARS FOR SERVICES EQUIVALENT TO THOSE REQUESTED. INCLUDE NAME OF CONTRACTING FIRM, ADDRESS, CONTACT PERSON, AND TELEPHONE NUMBER:

11. PLEASE PROVIDE A COST ESTIMATE FOR THE PROVISION OF SERVICES DESCRIBED HEREIN. PLEASE NOTE THIS IS NOT A BID, IT IS MERELY AN INDICATOR OF YOUR COMPENSATORY EXPECTATIONS. COMPENSATION FOR PERFORMANCE OF SERVICES WILL BE NEGOTIATED UPON SELECTION OF THE MOST ADVANTAGEOUS PROPOSAL.

Cost Estimate for 2017 Audit: \$ _____

Cost Estimate for 2018 Audit: \$ _____ (option)

Cost Estimate for 2019 Audit: \$ _____ (option)

The foregoing information is true and correct, to the best of my knowledge.

DATE

SIGNATURE

TYPED NAME AND TITLE

FORM RFP-AUDIT

FOR COUNTY USE ONLY

FIRM NAME: _____

PROPOSAL EVALUATION CRITERIA

ISSUE	POTENTIAL POINTS	POINTS SCORED
Page 1 - Firm Classification	Score 1 point for each item checked	
Page 1 - Professional/technical competence	Excellent - 10 points Good - 7 points Fair - 4 points Section incomplete - 0 points	
Page 2 - Past Performance in terms of cost control, work quality, schedule compliance, etc.	Excellent - 10 points Good - 7 points Fair - 4 points Section incomplete - 0 points	
Page 3 - Proposed method of providing services	Excellent - 10 points Good - 7 points Fair - 4 points Section incomplete - 0 points	
Page 3 - Experience in provision of equivalent services	Excellent - 10 points Good - 7 points Fair - 4 points Section incomplete - 0 points	
Page 3 - Cost Estimate	Excellent - 10 points Good - 7 points Fair - 4 points Section incomplete - 0 points	

TOTAL EVALUATION POINTS

I have reviewed the information contained in the foregoing Proposal and completed the appropriate evaluation on this _____ day of _____, 20__.

Signature

Responders Signature Form

Responder _____

Proposal must be signed here _____

Address _____

Telephone number _____

Individual Partnership or Corporation

The responder certifies that they come under the class checked below:

Please insert names:

A. Individual owner _____

B. Partnership partners _____

C. Corporation _____

Exact name of corporation

State incorporated

Note:

All county proposals under the jurisdiction of Luzerne County Manager and Luzerne County Correctional Facility are furnished in duplicate. One copy of the proposal is to be filled out and submitted with the bid and the remaining copy to be retained for the responder's records.

Proposals should be as net prices and shall prevail in the awarding of contracts.

Failure of the responders to sign the bid and have the signature of an authorized representative or agent on the proposal in the space provided, will be cause for rejection of the proposal. Signatures must be written in ink. Typed, printed or stamped signatures will not be accepted.

It is understood by both the county and responders that all trade names, catalogue numbers or bids "as per sample" offered on this proposal shall meet the specifications, unless the responder states that such trade names, catalogue numbers or samples are not equal to the specified item.

Return to Purchasing Department

Non Collusion Affidavit

State of _____

County of _____

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

- (1) She/He is the _____ (owner, partner, officer, representative or agent) of the Bidder that had submitted the attached proposal.
- (2) She/He is fully informed with respect to the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal
- (3) Such proposal is genuine and is not part of any conspiracy, collusion or deception.
- (4) Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other responder, firm or person to submit a collusive or sham proposal in connection with the contract for which the attached bid has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other responder, or to fix any overhead, profit or cost element for the prices or the proposal price of any responder, or to secure through any collusion, conspiracy connivance or unlawful agreement any advantage against the any person interested in the proposed contract; and the price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- (5) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer, or potential proposer.
- (6) Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a responder/proposer or potential proposer, and they will not be disclosed before proposal opening.
- (7) No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than its proposal, or to submit any intentionally high or non-competitive proposal or other form of complementary proposal.
- (8) The proposal 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 non-competitive proposal.
- (9) The above representations are material and important, and will be relied on by Luzerne County in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Luzerne County of the true facts relating to the submission of proposals for this contract.

(Signed) _____

(Name)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20_____

Name

Title

My commission expires _____