

REQUEST FOR QUALIFICATIONS

TOWNSHIP AUDITOR

TOWNSHIP OF MANTUA



**SUBMISSION DEADLINE
AT WHICH TIME PROPOSALS WILL BE OPENED IS**

**December 9, 2016
10:00 A.M.**

ADDRESS ALL PROPOSALS TO:

Township of Mantua
Attn: Jennica Bileci, Township Administrator
401 Main Street
Mantua, NJ 08051

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING PROPOSAL

Township of Mantua
401 Main Street
Mantua, NJ 08051

CONTACT PERSON

Please direct all questions in writing to:

Township of Mantua
401 Main Street
Mantua, New Jersey 08051
Attention: Jennica Bileci, Business Administrator
Phone: (856) 468-1500
E-Mail: jbileci@mantuatownship.com

PURPOSE OF REQUEST

The Township of Mantua desires to appoint an Auditor to provide auditing services for the Township. Any experience or knowledge of matters directly affecting the Township of Mantua should be addressed.

PERIOD OF CONTRACT

One (1) year from date of award.

CONTRACT FORM

The successful proposer shall be required to execute the Township's form contract, which includes the indemnification, insurance, termination and licensing provisions set forth in this RFP.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the Township arising out of, or by reason of, the work done and materials furnished under this Contract.

**DETAILED REQUIREMENTS OF THE
REQUEST FOR PROPOSAL FOR
AUDITOR**

Purpose:

The following procedures are designated to provide for a fair and open process in awarding professional services based on qualifications, merit and cost effectiveness through accessible advertising. Services include annual appointments and day-to-day programs, projects and contracts.

Scope of Services: TOWNSHIP AUDITOR

Any persons or firms interested in providing professional services to the Township of Mantua (“Township”) as defined in the New Jersey Statutes, *N.J.S.A. 40A:11-2(6)*.

1. **Appointment of Township Auditor.** An independent auditor shall be appointed by the Township Committee (hereinafter the “Committee”) pursuant to general law, by a majority vote of its membership for a term of one (1) year from the first day of January in the year of his appointment and until his successor is appointed and qualified. He shall receive such compensation as may be agreed upon and determined by the Committee.

2. **Requirements.** The Auditor shall be a registered municipal accountant of the State of New Jersey, but need not be a resident of the Township. In lieu of appointing an individual auditor, the Committee may appoint a firm of auditors, one (1) or more members of which shall be a registered municipal accountant of New Jersey.

3. **Duties.**

The Township Auditor shall:

A. Act as the Township Auditor and employ at the Auditor’s expense such personnel as are deemed necessary to carry on the duties prescribed for the Township Auditor.

B. The Auditor shall audit the Municipality’s financial statements of the various funds for the year ending December 31, 2016 and all other related statements and supplementary schedules prepared in conformity with the Requirements of Audit as promulgated by the Division of Local Government Services, Department of Community Affairs, State of New Jersey for the year then ending, for the purpose of expressing an opinion on them as to whether these financial statements are fairly presented, in all material respects, in conformity with accounting practices prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, which is a comprehensive basis of accounting other than accounting principals generally

accepted in the United States of America.

C. The Auditor shall conduct the audit in accordance with auditing standards generally accepted in the United States of America, Government Auditing Standards, issued by the Comptroller General of the United States and in compliance with audit requirements as prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey.

D. The Auditor will present for purposes of additional analysis the Schedule of Expenditures of Federal Awards and Schedule of Expenditures of State Financial Assistance, and all related disclosures, if required under the Single Audit Law. Although they are not necessary for a fair presentation of the basic financial statements for the year ending, these schedules are required by the Department of Community Affairs, State of New Jersey; Federal Circular A-133, Audits of States, Local Governments and Non-Profit Organizations; and Circular 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments. This information, if necessary, will be subjected to the tests and other auditing procedures applied in the examination of financial statements.

E. The Auditor's audit of the Township's financial statements shall include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, the audit will involve judgment about the number of transactions to be examined and the areas to be tested. The Auditor will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the Township or to acts by management or employees acting on behalf of the Township. The Auditor will inform the Township of any material errors that come to the Auditor's attention, and will inform the Township of any fraudulent financial reporting or misappropriation of assets that come to the Auditor's attention. The Auditor will also inform the Township of any violations of laws or governmental regulations that come to the Auditor's attention, unless clearly inconsequential.

F. The Auditor's procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. The Auditor will request written representations from the Township's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of the audit will not be to provide an opinion on overall compliance and the Auditor will not express such an opinion.

G. The Auditor shall identify and ensure that the Township complies with

laws, regulations, contracts, and agreements. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, the Auditor will perform tests of the Township's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of the audit will not be to provide an opinion on overall compliance and the Auditor will not express such an opinion.

H. The Auditor shall also prepare the Annual Financial Statement, Annual Debt Statement and assist in preparing the budget. In this vein, the Auditor shall testify when required on the financial condition of the Township when in the opinion of the Township such testimony is required.

I. The Auditor shall also perform such non-audit services as may be agreed upon by the auditor and Township so long as such services do not violate independence standards set forth by the AICPA Code of Professional Conduct and Government Auditing Standards, issued by the Comptroller General of the United States.

J. The Auditor shall when required, with regard to all temporary and permanent financing of the Township, prepare draft maturity schedules and tax rate projections, compile and print the Preliminary and Final Official Statements, assist in the application to obtain bond ratings, and cooperate with insurance agencies. The Auditor shall also assist in the preparation of the Annual Reports required by the Securities and Exchange Commission under Rule 15c2-12(b)(5)(i)(A) and (B).

4. **Residence.** The Township Auditor need not be a resident of the Township.

**Applicant's/Proposer's Responsibility in Responding to
Township's Request for Proposals for Professional Services**

The applicant/proposer shall in response to the Township's Request for Proposal, at a minimum, include the following information:

1. Qualification requirements to compete for the needed service or activity as set forth in the "duties and responsibilities" of the position defined in the Township's Request for Proposal. Qualifications, at a minimum, shall include requirements defined as follows:

A. Full name and business address.

B. Listing of all post high school education of the applicant and/or members of a professional firm seeking to provide professional services as described within the body of the Request for Proposal.

C. Dates of licensure in the State of New Jersey and any other state as to the professional discipline requested to serve the needs of Mantua Township.

D. A listing of any professional affiliations or membership in any professional societies or organizations, with an indication as to any offices held.

E. The number of licensed professionals employed (if a professional firm) and/or affiliated with the professional entity seeking to provide services to the Township. A description of each individual's qualifications, including education, licensure and years of professional experience.

F. A listing of all previous Public Sector entities served by the applicant/proposer licensed professional including dates of service and position(s) held.

G. Proposed cost of the service(s) or activities, including the hourly rate of individuals who will perform the services or activities. The proposed cost should include:

- a. Meetings.
- b. Site visits and expenses.
- c. Expenses for travel, postage and telephone excluded from the hourly rate.
- d. Additional services defined beyond the scope of regular services.

H. **Insurance.** The applicant/proposer, as a member of a profession which is subject to suit for professional malpractice, shall provide documentation that insurance for professional liability/malpractice coverage with limits as to liability acceptable to the Township.

I. **Financial Disclosure.** The applicant/proposer as a “professional”, if required by law, shall file a Financial Disclosure Statement pursuant to Local Government Ethics Law *N.J.S.A. 40A:9-22(1) et. seq.*

J. **Law Against Discrimination and Affirmative Action.** The applicant/proposer as a “professional” shall file a statement as to compliance with *N.J.S.A. 10:5-1 et. seq.* (Laws Against Discrimination) and P.L. 1975, c.127 (Affirmative Action).

2. The applicant/proposer shall submit two (2) copies of their proposal for review and consideration by the Township Administrator and Township Committee.

Basis for Award of Contract/Agreement for Professional Services

The Township shall award all professional service contracts or agreements based on qualification, merit and cost competitiveness. Selection criteria will include:

1. Qualifications of the individual or firms who will perform the service or activity.
2. Experience and references.
3. Ability to perform the service or activity in a timely fashion, including staffing and the staff's familiarity of the service or activity.
4. Cost Competitiveness.
5. The Township reserves the right to conduct an interview or interviews with the prospective professional to discuss the scope of the professional services as outlined in the applicant's/proposer's proposal.
6. All awards or waivers will be by resolution acted on by the Township Committee at a Township meeting.
7. For annual appointments, the Township Committee, Township Administrator and Administrative staff will conduct a performance review a minimum of once per year in late November, early December.
8. All awards are subject to availability of funds.
9. This policy will include, but not be limited to, all of the above listed requirements.

REQUEST FOR PROPOSAL CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL:

Please initial below, indicating that your proposal includes the itemized document.

**A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS
IS CAUSE FOR REFUSAL**

INITIAL
BELOW

- | | |
|---|-------|
| A. An original with Two (2) signed copies of your complete proposal. | _____ |
| B. Non-Collusion Affidavit properly notarized | _____ |
| C. Stockholder Disclosure Certification | _____ |
| D. Authorized signatures on all forms. | _____ |
| E. Disclosure of Contributions to NJ ELEC | _____ |
| F. Business Registration Certificate(s) Must be submitted prior to award | _____ |

Note: N.J.S.A 52:32-44 provides that the Township shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate for the State of New Jersey, and the business registration certificate of any subcontractors, at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

**THE UNDERSIGNED HEREBY ACKNOWLEDGES
THE ABOVE LISTED REQUIREMENTS.**

Name of Proposer:

Person, Firm or Corporation

BY:

(NAME TITLE)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted Township employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted Township employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges,

universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**STOCKHOLDER DISCLOSURE
CERTIFICATION N.J.S.A. 52:25-24.2 (P.L.
1977 c.33)**

**FAILURE OF THE BIDDER/RESPONDENT TO SUBMIT THE
REQUIRED INFORMATION IS CAUSE FOR AUTOMATIC
REJECTION**

CHECK ONE:

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check which business entity applies:

- | | | | |
|---|--|-------------------------------|---------------------|
| <input type="checkbox"/> Partnership | | Corporation | Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership
Corporation | | Limited Liability Partnership | Limited Liability |
| <input type="checkbox"/> Subchapter S Corporation | | Other _____ | |

Complete if the bidder/respondent is one of the 3 types of Corporations:

Date Incorporated: _____ Where incorporated: _____

Business Address:

Street Address City State Zip

Telephone # Fax# Email

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes, or who own 10% or greater interest therein.

Name Home Address

Name Home Address

Name Home Address

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: Yes No

Signature: _____ Date: _____

Printed Name and Title: _____

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

Notary Public of _____

My Commission expires: _____

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the _____ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the **owner shall** expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Signature

Date

**DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION
LAW ENFORCEMENT COMMISSION
IN ACCORDANCE WITH N.J.S.A. 19:44A-20.27**

STATE OF NEW JERSEY

COUNTY OF _____ : SS

I, _____ of the _____ of _____
in the County of _____ and the State of _____ of full age,
being duly sworn according to law on my oath depose and say that:

I am _____, a _____
(Name) (Title, Position, etc.)
in the firm of _____ the bidder making the
proposal to _____
(Name of Owner)
for work under _____
(Contract No. – Description)

and that I executed the said Proposal with full Authority to do so; that said Bidder acknowledges our responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if in receipt of contracts in excess of \$50,000.00 from public entities in a calendar year. I further acknowledge that business entities are solely responsible for determining if filing is necessary and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the

(Name of Owner)

relies upon the truth of the statements contained in said Proposal and in the statements contained in this Affidavit in awarding the Contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for commission, percentage brokerage, or contingent fee, except Bona Fide employees of the Contractor, and as may be permitted by law.

Signature:

Subscribed and Sworn to before me this _____ day of _____ 20_____.

Notary Public of _____

My Commission Expires: _____

