



**TOWN OF NEW WINDSOR**

**Request for Bids**

**Audit Services**

SUBMIT BID TO:

Town of New Windsor  
P O Box 609  
211 High Street  
New Windsor, MD 21776

REQUEST ISSUED: February 5, 2018  
BIDS DUE: March 5, 2018

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**I. GENERAL INFORMATION**

**A. INTRODUCTION**

The Bid shall be evaluated in accordance with the evaluation criteria set forth in this Request for Bid (RFB).

All questions pertaining to the format of this RFB shall be directed to:

Mr. Frank Schaeffer  
Town Manager  
Town of New Windsor  
PO Box 609, 211 High Street  
New Windsor, MD 21776

**ALL QUESTIONS MUST BE SUMITTED IN WRITING.** A written response will be faxed or emailed to all potential vendors.

Award(s) shall be made to the responsible bidder(s) whose Bid(s) is determined, in writing, to be the most favorable for Town of New Windsor, taking into account all the evaluation criteria set forth in this RFB. Town of New Windsor reserves the right to reject any and all Bids submitted in response to this RFB.

**II. STATEMENT OF WORK**

**A. General Information**

The Town of New Windsor is seeking a firm to provide audit services. The selected will be responsible for providing all the labor, materials, equipment and services necessary to perform the activities defined in the scope of work. Services will be provided after the close of the fiscal year, June 30, 2018.

The RFB and the successful bid will serve as the basis for a one-year contract with an option to renew the contract for the 2019 and 2020 fiscal years.

Sealed bids will be accepted by the Town of New Windsor at the Town Office until 10:00 a.m. on March 5, 2018 at which time these bids will be opened and read. Bids received after the closing time will be returned to the bidders unopened.

**B. Scope of Work**

- A. The bidder will conduct an audit of the financial records of the Town of New Windsor in accordance with generally accepted auditing standards.

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- B. The bidder will examine evidence supporting the amounts and disclosures in the general purpose financial statements.
- C. The bidder will assess the accounting principles used and significant estimates made by management.
- D. The bidder will evaluate the overall general purpose financial statement presentation.
- E. The bidder will express an opinion on the general purpose financial statement.
- F. The bidder will prepare and print combined and individual general purpose financial statements in accordance with GASB.
- G. The bidder will provide the Town of New Windsor 7 printed copies and one electronic copy of said statements.
- H. The bidder will prepare and file Uniform Financial Reports with Department of Legislative Services of Maryland.
- I. The bidder will complete the audit by September 25, 2018 and have statements prepared for the Mayor and Town Council prior to the Town Council meeting, the 1<sup>st</sup> Wednesday in October 2018.
- J. The bidder will attend a Town Council meeting after completion of the audit for presentation of said audit.

- C. **Warranty**  
None

## III. BID REQUIREMENTS

### A. Required elements

- 1. **Coversheet** with firm's name, address, phone, fax, email and contact information.
- 2. **General description** of Company; not to exceed four (4) pages. This must include a detailed list of 1) personnel; 2) other contractual obligations during the 2018 fiscal year; 3) recent audit contracts; and 4) any relevant advertising or marketing materials.
- 3. **Bid price** must include all services required to fulfill the Scope of Work. Partial or incomplete bids will not be accepted. The bid price must include prices for the 2018, 2019 and 2020 fiscal years.
- 4. **Proof of Insurance** coverage as required in this request for bids.
- 5. **References:** A list of three (3) municipal or corporate references including name, address, phone number, fax number and email address, if available.

## IV. BID PROCEDURES

### A. Schedule

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<u>DATE</u>	<u>ACTION</u>
February 5, 2018	Bid Released
March 5, 2018	Bids Due
March 19, 2018	Bid Awarded contingent on a vote by Council at the Town Council Work Session meeting

**B. Bid Preparation Instructions**

**General Format**

When completed, Bids are to be assembled exactly as described in Section III.

**NOTE: Each element must be labeled as above.**

**Submission**

1. Vendors should submit one of each Bid signed by the vendor's contractually-binding authority. To be considered, a Bid must arrive at the issuing office on or before 10:00 a.m. EST on March 5, 2018 and be marked with the RFB name. **The sealed bid envelopes must be marked "Audit Bid –FY18-20."**
2. All Bids are to be addressed and delivered by the date and time specified to:  
  
Town of New Windsor  
211 High Street  
P O Box 609  
New Windsor, MD 21776
3. The sealed bid envelope should include a transmittal letter that lists the following:
  - Firm's Name
  - Firm's Address
  - Contact Name and Telephone Number
  - Fax Number

**V. GENERAL CONDITIONS**

The release of this RFB does not constitute an acceptance of any offer, nor does such release in any way obligate Town of New Windsor to execute a contract with any bidder. Town of New Windsor reserves the right to accept, reject, or negotiate any or all offers received in response to this request, to negotiate with all qualified sources, or to cancel, reject, alter, modify or amend in part, or in its entirety, this RFB, if to do so is in the best interest of Town of New Windsor. The final decision to execute a contract with any bidder rests solely with Town of New Windsor.

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1. Before preparing Bids, the bidder should note that:
  - a. Town of New Windsor will not be liable for any costs associated with the preparation of Bids or negotiation of contract incurred by any bidder;
  - b. All Bids, in their entirety, will become the property of Town of New Windsor upon submission;
  - c. The award of a contract for any proposed service(s) is contingent upon the following:
    - favorable evaluation of the Bid;
    - reasonableness of cost;
    - approval of the Bid by Town of New Windsor;
    - successful negotiation of any changes to the Bid required by Town Of Town of New Windsor;
    - available and appropriate funding.
  - d. Submitted prices are irrevocable for up to ninety (90) days after Bid submission.
2. TOWN OF NEW WINDSOR reserves the right to negotiate the final terms of all contracts with successful bidders. Items that may be negotiated include, but are not limited to, type and scope of services, costs and prices, delivery and installation, warranty and maintenance, and training and service levels.
3. Likewise, Town of New Windsor reserves the right to accept any Bid as submitted for contract award, without substantive negotiation of offered terms, services, or prices. Therefore, bidders are advised to propose their **most favorable terms** initially.
4. Service providers will be required to assume full responsibility for all specified services and may subcontract only with the express written approval of Town of New Windsor.
5. In submitting a Bid, the bidder certifies as to its legally-constituted organization and that in connection with this Bid:
  - a. the prices in the Bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and,
  - b. unless otherwise required by law, the prices which have been quoted in the Bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to award, directly or indirectly, to any other bidder or to any competitor; and,
  - c. no attempt has been made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

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6. Person(s) signing the Bid certify that person(s) in the bidder's organization who are legally responsible within that organization for the decision as to the price being offered in the Bid have not participated, and will not participate, in any action contrary to A5a, b, or c.
7. Bids will be exempt from disclosure until the evaluation and selection process has been completed. If a Bid contains any information that the bidder considers proprietary and does not want disclosed to the public or used for any purpose other than evaluation of the offer, all such information must be indicated by marking the top margin of each page considered proprietary with "proprietary."
8. The bidder shall keep and maintain at all times in the life of this agreement General Business & Liability Insurance which shall include insurance for personal injury, property damage, liability for the vehicles and equipment operated by it, as well as other general business liability insurance to ensure against any or all of the claims which may arise by virtue of its operations pursuant to this agreement.
9. The bidder must agree to submit and maintain a Certificate of Insurance containing the policy or binder number, name of the insurance company, limits of liability and types of insurance to maintain the same on file with the Town at all times. In addition to the insurance contemplated in this paragraph, the bidder agrees to maintain a Certificate of Insurance containing the policy or binder number, the name of the insurance company and any limit of liability, or in lieu thereof, an appropriate Certificate indicating that it has Workman's Compensation insurance in compliance with the laws of the State of Maryland. The minimum limit for general liability insurance shall be one million dollars (\$1,000,000.00) which said limit shall also include as an insurance requirement for the personal injury and property damage liability insurance on the vehicles and equipment to be operated by the bidder in the performance of this contract.
10. The Mayor and Town Council, its employees and agents shall be named as an additional insured on all insurance policies. The Town shall be furnished with satisfactory evidence that the forgoing insurance is in effect within 10 days after written notice of award is given to the bidder. The Town shall be notified 30 days prior to the cancellation or material change of any coverage.
11. Appeals - Areas that are disputable: Substitutions or equivalents, ancillary or supportive services to a core program, conflict of interest, sole source awards not approved by the state, requirements that restrict competition, misapplication of the RFB/RFQ procedures.

Procurement decisions made by Town of New Windsor that a bid is **MOST ADVANTAGEOUS** are **NOT DISPUTABLE**.

### Filing a Claim

All claims regarding disputes must be made in writing.

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Claims must be filed no later than 30 days from the onset of the disputed activity. For example, a claim regarding the awarding of a training contract based on an RFB solicitation must be filed within 30 days of the start date of the awarded contract. A claim for purchased goods or services must be filed within 30 days of the initial bid solicitation.

The written claim, clearly stating the area of dispute, must be filed with:

Town of New Windsor  
P O Box 609  
211 High Street  
New Windsor, MD 21776

### **BIDDERS GENERAL INSTRUCTIONS**

#### 1. INSTRUCTIONS:

- (a) All quotations are to be submitted by 10:00 a.m. EST, **March 2, 2018**.
- (b) Any bidder finding discrepancy in or omission from the specifications, or is in doubt as to their meaning, can contact Mr. Frank Schaeffer of Town of New Windsor, in writing, not less than three (3) days prior to the scheduled submittal date. Exceptions taken in no way obligate Town of New Windsor to change the specifications. The Purchasing Office will notify all bidders in writing, by addendum duly issued, of any interpretations made of specifications or instructions.
- (c) Town of New Windsor will assume no responsibility for oral instruction or suggestion. All official correspondence in regard to this solicitation's specifications should be directed to and will be issued by Town of New Windsor Purchasing Office.

#### 2. AWARD OF CONTRACT:

- (a) In no instance will Town of New Windsor award a contract based on the most favorable evaluated bid earlier than **three (3) days** after the closing date of bids.
- (b) The most favorable bid will be evaluated by responsiveness to the specifications in the scope of work and the terms and conditions further specified in these instructions and the Request for Bid.

#### 3. TAXES:

TOWN OF NEW WINDSOR is exempt from sales tax and no such tax will be included in the bid price.

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4. SPECIFICATIONS:

Audit services as described.

5. RESERVATIONS:

(a) TOWN OF NEW WINDSOR reserves the right to reject any and all bids, to waive any informalities in bids received, and to accept or reject any items of any bid. All bids when filed will be irrevocable for ninety (90) days following the closing date for submission of bids.

(b) TOWN OF NEW WINDSOR may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased nor increase estimated maintenance and repair cost to TOWN OF NEW WINDSOR.

6. DELIVERY:

(a) Bidders shall guarantee delivery of services and materials in accordance with such delivery scheduled as may be provided in their Bid.

(b) All items shall be delivered F.O.B. destination and delivery costs and charges included in the bid unless otherwise noted in Special Conditions.

(c) TOWN OF NEW WINDSOR reserves the right to charge the contractor or vendor Fifty Dollars (\$50.00) per working day for each day the materials, supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of TOWN OF NEW WINDSOR, said sum to be taken as liquidated damages and deducted from the bid deposit or final payment, or charged back to the contractor or vendor.

7. COMPETITION, LITERATURE, SAMPLES:

(a) To better insure fair competition and to permit a determination of the lowest bidder, Bids may be rejected if they show any omission, irregularities, alteration of forms, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced.

(b) The name of any manufacturer, trade name, or manufacturer or vendor catalogue number mentioned in specifications is for the purpose of designating a standard of quality and type and for no other. Even though a particular manufacturer's name or brand is specified, bids will be considered on other brands or on the product of other manufacturers. On all such bids the bidder shall indicate clearly the comparison to be made with the particular brand or manufacturer specified. Catalogue cuts and descriptive data shall be attached to the original copy of the bid where applicable.

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Failure to submit the above information may be sufficient grounds for rejection of the bid.

- (c) No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. If said bidder should submit more than one price on any item, all prices for that item may be rejected at the discretion of Town of New Windsor.
- (d) Specifications provided are based on Town of New Windsor's needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet Town of New Windsor's requirements. Minimum specifications, where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

8. **DEVIATIONS FROM SPECIFICATIONS:**

In addition to the above requirements, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidders strictly accountable to furnish material, equipment or services in full accordance with the specifications as written, and will be grounds for rejection upon delivery of any item(s) not fully meeting specifications.

9. **INSPECTION:**

All materials, supplies and/or services delivered or performed for Town of New Windsor shall be subject to final inspection and testing by Town of New Windsor. If the result of such inspection, or one or more of such tests indicates that any part of the materials or supplies are deficient in any respect, Town of New Windsor, in its absolute discretion, may reject all or any part of the materials and supplies to be provided under this contract. Variances in materials, supplies and/or services may be waived upon approval by the Purchasing Office.

10. **DISPUTES:**

In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of Town of New Windsor's Administration or authorized representatives, shall be final and binding on both parties.

11. **LAWS AND REGULATIONS:**

The Audit Firm shall protect and indemnify Town of New Windsor and its agents or employees against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations, whether by him or his employees.

12. **EQUAL OPPORTUNITY:**

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It is the policy of Town of New Windsor to assure all persons Equal Employment Opportunity, and also to assure that Minority Business Enterprises have the maximum opportunity to participate in the performance of all TOWN OF NEW WINDSOR contracts for supplies and services. Every contractor or vendor doing business with Town of New Windsor must agree not to discriminate in any manner against any employee or applicant for employment because of race, color, sex, religion, national origin, age, marital status, political affiliation, mental or physical disability and shall be obligated to include a similar requirement in any and all sub-contracts. They must further agree to comply with all applicable federal, state and local laws and executive orders and regulation relating to Equal Employment Opportunity and Minority Business Enterprises.

### 13. INDEMNITY:

If a contract is awarded, the successful bidder will be required to indemnify and hold Town of New Windsor harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person, arising out of or attributable to the bidder's performance of the contract awarded.

Any property or work to be provided by the bidder under this contract will remain at the bidder's risk until written acceptance by Town of New Windsor; and the bidder will replace, at bidder's expense, all property or work damaged or destroyed by any cause whatsoever.

### 14. TERMINATION/EXTENSION OPTIONS

Termination for Convenience: Should the bidder be awarded a contract, notwithstanding any other provision of this Agreement or other document to the contrary, either party may terminate the agreement, at any time, without showing cause, by giving ten (10) work days written notice stating when the termination shall become effective. Town of New Windsor reserves the right to reduce or terminate this contract should funding be withdrawn or rescinded.

**BID REQUIREMENT FORM**

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE # \_\_\_\_\_

FAX # \_\_\_\_\_

EMAIL \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

**ATTACH LIST OF PERSONNEL:**

**ATTACH A LIST OF OTHER CONTRACTUAL OBLIGATIONS:**

**ATTACH A LIST OF RECENT AUDIT CONTRACTS:**

**ATTACH RELEVANT ADVERTISING OR MARKETING MATERIALS:**

**ATTACH PROOF OF INSURANCE:**

**3 REFERENCES (MUNICIPAL OR CORPORATE):** (Please include name, address, phone & fax numbers and email address, if available.)

1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3) \_\_\_\_\_  
\_\_\_\_\_  
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