



Borough of
Tinton Falls
New Jersey

DARRIEL R. ANDERSON, R.P.P.O.
PURCHASING AGENT

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REQUEST FOR PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

RFP #1-11

PROPOSALS TO BE RECEIVED AT

11:00 AM

ON

WEDNESDAY, AUGUST 24, 2011

**DARRIEL R. ANDERSON, RPPO, QPA
PURCHASING AGENT**



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**BOROUGH OF TINTON FALLS
NOTICE OF REQUEST FOR PROPOSALS FOR
AUDITING SERVICES FOR 2011 AUDIT
CONTRACT # RFP 1-11**

Notice is hereby given that, in accordance with NJSA 19:44-20.5 et seq., through a fair and open process, the Borough of Tinton Falls is requesting sealed proposals for Professional Auditing Services for the 2011 Audit.

DATE OF RECEIPT OF PROPOSAL: WEDNESDAY, AUGUST 24, 2011 11:00 AM

Proposal packages may be obtained as PDF files from the Borough's website at www.tintonfalls.com (click on Competitive Bidding in the left column and then Requests for Proposals. If you prefer to have a proposal package mailed to you please call me at 732-542-3400 Ext. 255 or email me at danderson@tintonfalls.com.

Proposal/Submissions will be received by the Purchasing Agent, at the Borough of Tinton Falls, 556 Tinton Avenue, Tinton Falls, NJ on the date and time noted above. Firms need not be present and may mail or deliver proposal package to the attention of the Purchasing Agent at the above address **prior** to date and time of above.

Professional service contractors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq, and N.J.A.C. 17:27 et seq., PL 2004, c.1. Vendors **must include with the package** Affirmative Action documentation and NJ Business Registration Form (BRC.) Successful contractors will also be required to comply with all terms imposed by NJ Election Laws NJSA 19:44A-20.27 subject to campaign funding limits, and with the Borough of Tinton Falls "Pay to Play" Ordinance #05-1146.

**DARRIEL R. ANDERSON, RPPO, QPA
PURCHASING AGENT**

TO BE PUBLISHED: WEDNESDAY, AUGUST 10, 2011

RFP #1-11
REQUEST FOR PROPOSALS FOR
PROFESSIONAL AUDITING SERVICES

Request for Qualifications for Professional Auditing Services

The Borough of Tinton Falls is requesting qualifications from accountants, licensed as a Registered Municipal Accountant by the State of New Jersey, to conduct an audit of financial statements of the Borough for the year ending December 31, 2011, in accordance with New Jersey statutory requirements.

Another service to be provided is to review the Statement of Net Assets Available for Length of Service Award Plan ("LOSAP") of the Borough of Tinton Falls as of December 31, 2011, and the related Statement of Changes in Net Assets Available for Plan Benefits, and the Statement of Investment Program Activity, for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

Additionally, the auditor **may** be required to prepare and file the Borough's Annual Financial Statement and Annual Debt Statement with the New Jersey Department of Community Affairs, Division of Local Government Services.

Qualifications submission must include all of the following:

1. Name, address, phone and fax number of firm. If multiple office sites, list all, and indicate corporate office.
2. Name of individual with RMA license applying for appointment.
3. Biography or history of the firm.
4. List of principals and/or partners.
5. List of personnel that would be assigned to the Borough of Tinton Falls audit, including a summary of their education, qualifications, expertise and years of experience as it relates to the services the Borough requires.
6. List of references from at least two (2) municipalities for which the firm has provided similar services, including name, address, phone and contact information.
7. Provide prior experience, if any, the firm may have providing services to the Borough of Tinton Falls, and in what capacity.
8. List of municipalities currently under contract with the firm.

9. a) Provide a lump sum fee for audit of 2011 financial records as outlined in the paragraph above and in accordance with New Jersey State statutes, rules and regulations regarding annual audit of municipal records.
 - b) Provide a lump sum fee for review of the Statement of New Assets available for LOSAP as described in the paragraph above.
 - c) Provide a lump sum fee for preparation and filing Financial and Debt statements as outlined in the paragraph above.
10. Copy of current Certificate of Professional Liability Insurance.

One original and two (2) photocopies of the Proposal package must be submitted to the Borough for consideration. In addition to the above required information, firms must provide all documents indicated on the **Proposal Page P-2**. Failure to provide all required documents may result in the proposal not being considered.

Evaluation, Review and Selection Process

An evaluation team will review all proposals to determine if they satisfy the proposal requirements, determine if a proposal should be rejected and then recommend award to the governing body.

Proposals will be reviewed and award of contract will be based upon the following criteria:

- Experience and reputation of the firm in the field of auditing services.
- Qualifications of the individuals who will perform the required services, and their respective participation.
- Years of experience of the individuals as it relates to the particular expertise required to perform the contract.
- Ability of the firm to perform the services on a timely basis, including staffing and familiarity with the subject matter.
- Experience with or specific knowledge the Borough of Tinton Falls as it pertains to the contract.
- Professional fee schedule as requested in the Request for Qualifications attached.
- References

The Borough reserves the right to reject any or all proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligation of the RFP and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP.

Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body.

Additional Pay to Play Requirements

Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13 (P.L. 2005, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 from public Entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

OWNERSHIP STATEMENT COMPLIANCE

NOTICE FOR CORPORATIONS AND PARTNERSHIPS

Chapter 33 of the Public Laws of 1977 (NJS 52:25-24.2 et seq.) provides that no Corporation or Partnership shall be awarded any contract by the State, County, Municipal or School District, or any subsidiary or agency thereof, unless prior to the receipt of the bid corporation or partnership, there is submitted to the public contracting unit a statement setting forth the names and address of all individuals who own ten percent (10%) or more of the stock or interest in the corporation or partnership.

STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT

Please check the appropriate paragraph:

() 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 stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

BIDDER IS: (CHECK ONE)

PARTNERSHIP LIMITED PARTNERSHIPS LIMITED LIABILITY PARTNERSHIP
 CORPORATION LIMITED LIABILITY CORPORATIONS SUBCHAPTER S CORPORATION
 JOINT VENTURE SOLE PROPRIETORSHIP

STOCKHOLDERS:

NAME: _____ NAME: _____

HOME ADDRESS: _____ HOME ADDRESS: _____

NAME: _____ NAME: _____

HOME ADDRESS: _____ HOME ADDRESS: _____

THIS STATEMENT SHALL BE INCLUDED WITH BID SUBMISSION

Subscribed and Sworn to before me

this _____ day of _____, 20____

State of _____ County of _____

Notary Public/Seal/Commission expires on _____

(Name of Business)

(Affiliate)

(Corporate Seal)

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 for the 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 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county 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 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 applicable 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 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the American With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 thereto, 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 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 proceedings 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.

PROPOSAL
RFP #1-11
REQUEST FOR PROPOSAL FOR
PROFESSIONAL AUDITING SERVICES

**TO THE BOROUGH OF TINTON FALLS
BOROUGH COUNCIL:**

The undersigned declares they have read the Request for Proposal, Affidavits, Stockholder Disclosure, Borough Ordinance #05-1146, that they have determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services for the following auditing services:

A) Lump sum for audit of 2011 financial records as outlined in proposal. \$ _____

B) Lump sum for review of the Statement of New Assets available for LOSAP as outlined in the proposal. \$ _____

TOTAL A & B \$ _____

OPTION:

C) Lump sum fee for preparation and filing Financial and Debt statements as outlined in proposal. \$ _____

FIRM: _____

ADDRESS: _____

TELEPHONE NO.: _____ FAX NO.: _____

EMAIL ADDRESS: _____

FEDERAL I.D. # OR SOCIAL SECURITY NO.: _____

SIGNATURE OF AGENT: _____

TYPE OR PRINT NAME
OF AGENT: _____

SEAL IF A CORPORATION

CHECKLIST – MANDATORY ENCLOSURES

- Non-Collusion Affidavit _____
- Stockholder Disclosure _____
- Business Registration Certificate _____
- Affirmative Action Compliance _____
- Experience/Qualifications _____
- References _____
- Signed Proposal _____