

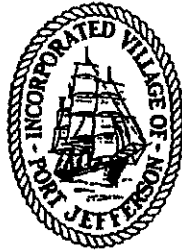


**Inc. Village of Port Jefferson
INVITATION TO BID
VILLAGE OF PORT JEFFERSON
Request for Proposals – Financial Audit Services
#136-2024**

**SEALED BIDS MUST BE RECEIVED BY:
Monday, July 29, 2024 at 3:00 PM**

DELIVER SEALED BIDS TO:

**Sylvia Pirillo, RMC
Village Clerk
Inc. Village of Port Jefferson
121 West Broadway,
Port Jefferson, NY 11777**



INVITATION TO BIDDERS – VILLAGE OF PORT JEFFERSON
Request for Proposals – Financial Audit Services
#136-2024

The Village of Port Jefferson is soliciting Requests for Proposals for the provision of Audit Services.

Sealed Proposals will be received by Village Clerk Sylvia Pirillo at Port Jefferson Village Hall, located at 121 West Broadway, Port Jefferson, 11777 on or before 3:00 p.m. prevailing time on Monday, July 29, 2024 when they will be publicly opened and read aloud. Late proposals will not be accepted.

The complete Proposal Package can be obtained from the Village Clerk's Office from Monday through Friday, beginning on July 5, 2024 between the hours of 9:00 a.m. and 4:00 p.m. prevailing time, for a fee of \$ 20.00 per Bid Package, and is also available on the official Village of Port Jefferson website: www.portjeff.com

All questions must be received in writing by Village Clerk Sylvia Pirillo: at spirillo@portjeff.com no later than 4:00 p.m. on Wednesday, July 24, 2024.

All bids must be received promptly by 3:00 p.m. on July 29nd, 2024 at Village Hall in a sealed envelope clearly marked: **Financial Audit Services – RFP # 136-2024.**

Please note that conformance to the Davis-Bacon Act requiring the payment of prevailing wages is required.

The Incorporated Village of Port Jefferson reserves the right to reject any/all submitted quotations, or any part of the submitted quotation received.

BY ORDER OF THE BOARD OF TRUSTEES OF THE VILLAGE OF PORT JEFFERSON
Village Clerk Sylvia Pirillo, RMC / Incorporated Village of Port Jefferson



VILLAGE OF PORT JEFFERSON
Request for Proposals – Financial Audit Services
#136-2024

SECTION ONE

GENERAL INFORMATION:

Purpose: Pursuant to section 103 of the NY General Municipal Law and the written procurement policies of the Inc. Village of Port Jefferson, the Village hereby solicits your sealed proposal for **Financial Audit Services**.

Definition of Parties: The Village of Port Jefferson will hereinafter be referred to as The "Village" Respondents to the RFP shall be referred to as "Proposers." The Proposer to whom the contract is awarded shall be referred to as the "Contractor."

Scope: The Village of Port Jefferson is seeking sealed bids for **Financial Audit Services**.

The successful proposer will be responsible for all items set forth in the specifications and bid documents.

Evaluation Criteria: Proposals will be evaluated on many criteria deemed to be in the Village's best interests, including, and not limited to:

1. Responsiveness to terms and conditions of Proposal Package
2. Consideration of overall qualifications
3. Experience
4. Benefit to the Village

Award of Bid: The Village intends to award this quotation to a single Proposer, but may also award to multiple proposers, at its discretion. The Village may select the Proposer or Proposers which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the contract to that Proposer(s). The Village reserves the right to waive minor irregularities. The Village reserves, holds and may in its sole discretion exercise the rights and options to 1) request additional information from any Proposer, 2) use additional subsequent solicitations

for proposals, 3) negotiate the Proposers for amendments or other modifications to proposals, or 4) interview selected Proposers and request presentations.

Communication with the Village: It is the responsibility of the Proposer to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP package. The Village will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made in writing via e-mail, no later than 5 (five) days prior to the opening of bids to:

**Village Clerk Sylvia Pirillo, RMC
Incorporated Village of Port Jefferson
121 West Broadway
Port Jefferson, NY 11777
631-473-4724
spirillo@portjeff.com**

Costs of Preparation: The Proposer assumes all costs of preparation of the bid and any presentations necessary to the bid process.

Debarment: Submission of a signed and sealed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the Village will be notified of any change in this status.

Understanding: By submitting a sealed proposal, the proposer agrees and assures that the specifications are adequate, and the proposer accepts the terms and conditions herein. Any exceptions should be noted in your response.

Validity: Unless specified otherwise, all sealed proposals shall be valid for ninety (90) days from the due date of the sealed bid.

Submission: A SIGNED original, plus two (2) copies of the sealed proposal must be submitted to Sylvia Pirillo, Village Clerk, Inc. Village of Port Jefferson, 121 West Broadway, Port Jefferson, NY 11777, in a sealed envelope by **3:00 p.m. Monday, July 29, 2024** in order to be considered.

Proposals received after the due date or time will not be considered. Proposers are strongly encouraged to submit sealed proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Proposers assume the risk of the methods of dispatch chosen.

The Village assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date **WILL NOT** substitute for receipt of a sealed proposal. Additional time will not be granted to any single proposer, however additional time may be granted to all proposers if and when the Village determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED. LATE PROOSALS WILL NOT BE ACCEPTED.** The envelope must be clearly identified on the outside as follows:

Name of Proposer: _____

Address of Proposer: _____

Due Date: _____

Name and Number of RFP: _____

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1. INTRODUCTION

1.1 General Information

The Incorporated Village of Port Jefferson, New York (Village) is requesting proposals from qualified firms of certified public accountants to audit its annual financial statements for the three (3) fiscal years ending May 31, 2024, 2025, and 2026, with the option to extend these audit services annually for an additional two (2) years, upon mutual agreement each year.

In addition, the Village is also requesting, should the need arise, that any applicable required Single Audits be performed during this period.

Please note that there is no expressed or implied obligation for the Village to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

To be considered, three (3) copies of a proposal must be received by **Sylvia Pirillo, RMC, Village Clerk, Incorporated Village of Port Jefferson, 121 West Broadway, Port Jefferson, New York 11777 by 3:00 p.m. on July 29, 2024.** The Village reserves the right to reject any or all proposals submitted. Proposals submitted will be evaluated by the Village Board, Village Attorney, Village Clerk, and Village Treasurer. **Late proposals will not be accepted.**

During the evaluation process, the Village reserves the right, where it may serve the Village's best interest, to request additional information or clarifications from the proposers, or to allow corrections of errors or omissions. At the discretion of the Village, firms submitting proposals may be requested to make presentations as part of the evaluation process.

The Village reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Village and the selected firm.

It is anticipated that the awarding of a contract will be completed by August 28, 2024. Following the notification of the selected firm, it is expected that a contract will be executed between both parties by September 18, 2024.

1.2 Term of Engagement

The audit contract term will cover the Village's fiscal years ending May 31, 2024, 2025, and 2026, with the option to extend the services annually for an additional two (2) years, upon mutual agreement each year.

1.3 Schedule of Engagement

In accordance with the Village's fiscal year-end of May 31

Preliminary audit work should be performed by September 1 of each year of engagement. The firm will provide the Village with a checklist of reports and schedules as needed for their fieldwork. Fieldwork should begin no later than September 10 of each year of engagement and conclude no later than October 15 annually. Preparation and assistance in uploading the required Annual Update Document should be completed by September 30 of each year of engagement. A draft audit report is to be delivered by November 1 annually. All audit work papers, and detail spreadsheets should be made available to the Village at the end of the fieldwork.

The Village has appointed a Budget and Finance Committee which serves as the Audit Committee and will act as liaison with the Board of Trustees. A draft copy of the management letter should be provided to the Village Mayor, Village Clerk, and Village Treasurer for their review prior to finalization.

The firm should prepare and make copies of all reports on its premises and deliver 15 copies of all reports to the Village Clerk and Village Treasurer along with electronic copies. The annual letter to management shall be included in the same binder with the financial statements.

The firm shall advise the Village Administrator/Clerk/Treasurer as to the proper promulgation of their reports in writing. The auditor will be required to attend a Village Board meeting when the report is presented. The Village will also require that the auditors respond to occasional inquiries throughout the course of the year. It is anticipated that the time to respond to these inquiries would be minimal, and we would therefore expect your fee quote to include a provision for these types of additional services.

2.1 Scope of Work to be Performed

The Village desires the auditor to express an opinion on the fair presentation of its financial statements, which include its General Fund, Special Revenue Funds including Community Development and Port Jefferson Country Club, and Capital Fund and the aggregate remaining fund information in accordance with accounting principles generally accepted in the United States of America, and the related notes to the financial statements. The Village presents its annual financial statements in accordance with GASB #34.

The auditor shall also be responsible for performing certain procedures involving required supplementary information required by the Government Accounting Standards Board, as mandated by generally accepted auditing standards.

The Village also requests that the auditor update and prepare the annual Fixed Asset Summaries and Schedule Report once a Fixed Asset Listing has been developed.

2.2 Auditing Standards to be Followed

To meet the requirements of this Request for Proposal, the audit shall be performed in accordance with generally accepted auditing standards set forth by the American Institute of Certified Public Accountants, 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, the Single Audit Act Amendments of 1996, and the U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of State and Local Governments, Nonprofit Organizations*, if applicable.

2.3 Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue financial statements and single audit reports (if applicable) as follows:

1. The report on the fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America.
 2. A report on compliance and on internal controls over financial reporting based on an audit of financial statements performed in accordance with *Government Auditing Standards*.
 3. A report on compliance with requirements applicable to each major program and on internal control over compliance in accordance with OMB Circular A-133, if applicable.
 4. A report required by the NYS Department of Transportation on compliance with requirements applicable to State Transportation assistance expended and on internal control over compliance, if applicable.
 5. A report on receipts and expenditures for the Village Justice Court that can be filed with NYS.
-

Incorporated Village of Port Jefferson, New York - Request for Proposals

6. In addition, the auditors shall assure that the Village is informed of each of the following:
 - a. The auditor's responsibility under generally accepted auditing standards.
 - b. Significant accounting policies.
 - c. Management judgments and accounting estimates.
 - d. Significant audit adjustments.
 - e. Other information in documents containing audited financial statements.
 - f. Disagreements with management.
 - g. Management consultation with other accountants.
 - h. Major issues discussed with management.
 - i. Difficulties encountered in performing the audit.

2.4 Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of four (4) years, unless the firm is notified in writing by the Village of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- The Village Mayor, Village Trustee, Village Attorney, Village Clerk, and Village Treasurer;
- U.S. General Accounting Office (GAO);
- Parties designated by the federal or state governments or by the Village as part of an audit quality review process;
- Auditors of entities of which the Village is subrecipient of grant funds, and
- And other parties as deemed appropriate or necessary by the Village Mayor, Village Board, Village Attorney, and/or Village Treasurer.

3. DESCRIPTION OF THE GOVERNMENT

3.1 Name of Contact Persons

The auditor's principal contact with the Village during the audit process will be Stephen Gaffga, Village Treasurer, or a designated representative who will coordinate the assistance to be provided by the Village to the auditor.

3.2 Background Information

The Incorporated Village of Port Jefferson, New York is governed by Village Law and other general laws of the State of New York. The legislative body is the Village Board, which consists of a Mayor and four (4) Trustees. The Village Treasurer, as Chief Fiscal Officer, is responsible for receiving, disbursing, and keeping custody of all Village monies. The Village Clerk, as Chief Recording Officer, is the custodian of all Village papers and records.

The Village provides the following principal services: general government support, parking, recreation, public safety, health, transportation, economic assistance and opportunity, culture, and home and community services. Within the Village General Fund are 2 special revenue funds of Community Development and Port Jefferson Country Club.

The Village utilizes Edmunts GovTech for its major accounting software needs. The Village also utilizes Novatime for timekeeping and has various contracts with payment vendors including RecPro, Lightspeed, Heartland, ChargePoint, and Honkmobile.

More detailed information can be found in the Village of Port Jefferson budget and audited annual financial reports. The most recently audited reports are available on the official Village website: www.portjeff.com Reports for other years are available by written request to Village Clerk Sylvia Pirillo, RMC at: spirillo@portjeff.com.

4. TIME REQUIREMENTS

4.1 Proposal Calendar

The following is a list of key dates, up to and including the date proposals are due to be submitted:

Request for proposals issued	July 5, 2024
Due date for proposals	3:00 p.m. on July 29, 2024

4.2 Notification and Contract Dates

Selected firm notified	By August 28, 2024
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Start Date: On or about July 15 of each year, with the exception of 2024

- As required by the NYS Comptroller's Office, the Village is required to file an AUD no later than September 30 of each year. The audit should be completed in time to meet the AUD filing requirement.

4.3 Audit Commencement and Schedule

Each year after March 31, the designated Board representatives, Village Clerk, and Village Treasurer will be available to meet with the auditor to discuss the specifics of the audits. It is expected that the audit of the Village's Funds, will commence in early September each year, to allow for the preparation and submission of the NYS AUD by September 30 each year. It is requested that the Village's draft financial statements, any applicable Single Audit Reports and Fixed Asset Summaries Report be delivered to the Board of Trustees no later than October 31 of each year. Subsequent to the issuance of the financial statements and related reports, it is expected that the audit will be presented to the Village Board at a public meeting, at a date to be determined by the Board.

5.1 Treasurer's Office and Clerical Assistance

The Treasurer's Office staff and other responsible personnel will be available during the audit to assist the auditor by providing information, documentation, and clarifications. The preparations of confirmations will be the shared responsibility of the Village and the auditor.

5.2 Work Area

The Village will provide a work area to the auditor and staff with accessible telephone, photocopying machines, scanners and internet access.

5.3 Report Preparation

The report preparation, editing, and printing shall be the responsibility of the auditor.

6. PROPOSAL

6.1 General Information

The purpose of the proposal is to demonstrate the qualifications, competency, and capacity of the firms seeking to undertake the independent audit of the Village of Port Jefferson in conformity with the requirements of this request. As such, the substance of the proposals will carry more weight than their form or manner of presentation.

6.1.1 Inquiries - Inquiries concerning the request for proposals and subject of the Request for Proposal must be made to:

**Sylvia Pirillo, RMC, Village Clerk
121 West Broadway
Port Jefferson, NY
631-473-4724
spirillo@portjeff.com**

6.1.2 Submission of Proposals - The following material is required to be received by **3:00 p.m. on July 29, 2024** a proposing firm to be considered:

Proposal and three (3) copies to include the following:

- **Title Page** - Title page showing the request for proposals subject; the firm's name, contact person, address, telephone number, and date of the proposal.
- **Table of Contents** - A table identifying the sections of the proposal.
- **Transmittal Letter** - A signed letter of transmittal briefly stating the proposer's understanding of the work to be completed, the commitment to perform within the time period, a statement of qualification to perform the engagement, and a statement that the proposal is a firm and irrevocable offer.

Completed hard copy proposals must be sent to:

**Sylva Pirillo, RMC, Village Clerk
Village of Port Jefferson
121 West Broadway
Port Jefferson, NY 11777**

6.2 Proposal Requirements

The proposal should demonstrate the qualifications of the firm and/or of the particular staff to be assigned to the engagement. It should also specify an audit approach that will meet the request for proposal requirements.

6.2.1 General Information - The proposal should address all the points outlined in this request. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following subjects, sections 6.2.2 through 6.2.7, must be included as they represent the criteria against which the proposal will be evaluated.

Incorporated Village of Port Jefferson, New York - Request for Proposals

6.2.2 Independence - The auditor should provide an affirmative statement of independence to the Village of Port Jefferson, as defined by generally accepted auditing standards, U.S. General Accounting Office's Government Auditing Standards (1994).

6.2.3 License to Practice in NYS - An affirmative statement should include that the auditor and all assigned key professional staff are properly licensed to practice in New York State.

6.2.4 Firm Qualifications and Experience - The proposer should state the size of the firm, the size of the firm's governmental audit staff, and the number and experience of full-time and part-time staff to be assigned on this engagement.

The firm is also required to submit a copy of the report on its most recent external quality control review with a statement whether that review included government engagements.

The firm shall also provide information on the results of any federal or state desk or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary actions taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

6.2.5 Partner, Supervisory, and Staff Qualifications and Experience - Identify the principal supervisory staff, including engagement partners, managers, and/or other specialist who would be assigned to this engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in New York State. Provide information on the government auditing and municipal electric utility auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

6.2.6 Similar Engagements with Other Government Entities - For the firm's office and/or personnel that will be assigned responsibility for the audit, list eight (8) of the most significant engagements performed in the last three (3) years that are similar to the services requested in this proposal. These engagements should include the name and telephone number of the principal client contact.

6.2.7 Specific Audit Approach - The proposer should set forth a work plan, including an explanation of the audit methodology to be followed to perform the services required in section 2 of this Request for Proposal, in developing the work plan.

6.2.8 Work Notes and Papers - The proposer recognizes that the Village will receive a copy of related work notes and papers to document audit findings as part of the final audit presentation.

Incorporated Village of Port Jefferson, New York - Request for Proposals

6.2.9 Long-Term Commitment - The proposer agrees to provide up to three (3) years of support with a timely response (of not more than 14 calendar days) if questions arise from the NYS Comptroller's Office, Bond or Fiscal Counsel to the Village, Grant or Capital Project Funding Agencies, or any other Regulatory or Internal Auditors of the Village.

6.3 Price Proposal

6.3.1 Total All-Inclusive Maximum Price - The price proposal should contain all pricing relative to performing the audit engagements as described in this Request for Proposal. The total all-inclusive maximum price to be bid for each engagement is to contain all direct and indirect costs, including all out-of-pocket expenses, broken down by project request, for each year, as follows:

Financial Audit of:	
All Major Village Funds	XXXX
Village Justice Court	XXXX
Single Audit (If Applicable)	XXXX
Preparation Assistance:	
NYS OSC Annual Update Document	XXXX
Fixed Asset Summaries Report	XXXX
Out-of-pocket expenses	<u>XXXX</u>
Total proposal cost	<u>\$ XXXX</u>

6.3.2 Rates by Partner, Specialist, Supervisory, and Staff Levels - The price proposal should include a schedule of professional rates/fees by professional.

7. EVALUATION PROCEDURES

7.1 Evaluation Criteria

Proposals will be evaluated using three (3) sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated for technical qualifications and price. The following represents the principal selection criteria which will be considered during the evaluation process:

7.1.1 Mandatory Elements

- The audit firm is independent and licensed to practice in New York State.
- The firm has no conflict of interest with regard to any other work performed by the firm for the Village of Port Jefferson.
- The firm, in whole or via assigned project members, has proven experience in auditing Villages of NYS that maintain General, Water, Sewer, Capital, Community Development, and Trust & Agency Funds.
- The firm adheres to the instructions in this Request for Proposals on preparing and submitting the proposal.
- The firm submits a copy of its last external quality control review report, and the firm has a record of quality audit work.

7.1.2 Technical Qualifications

- Expertise and Experience
 - The firm's past experience and performance on comparable government engagements.
 - The firm's past experience and performance of audits of municipal electric utilities which are regulated by the New York Power Authority.
 - The firm's commitment to the government sector, including professional memberships, development of government practices, and commitment to staff development in government accounting and auditing.
 - Single and program audit experience.
 - Other specific experience and projects completed to assist comparable governments to enhance operations and internal controls, and address current issues facing governments.

- **Audit Approach**
 - Adequacy of proposed staffing plan for various segments of the engagement.
 - Adequacy of sampling techniques.
 - Adequacy of analytical procedures.
 - Adequacy of audit plan for electronic data processing function.
 - Use of computer-aided audit techniques.

7.1.3 Price

The cost will not be the primary factor in the selection of an audit firm. Best value, based on quality, experience, and cost will be the primary considerations in establishing the most responsible qualified proposer for this RFP.

7.2 Oral Presentations

During the evaluation process, the Village of Port Jefferson may, at its discretion, request that any one or all firms make presentations. Such presentations will provide firms with an opportunity to answer any questions the Village may have regarding a firm's proposal.

7.3 Final Selection

The Village Board will select a firm based upon the recommendation of the designated members of the Village Board, Village Administrator, Village Clerk, and Village Treasurer.

7.4 Right to Reject Proposals

Submission of a proposal indicates acceptance by a firm of the conditions contained in this request unless clearly and specifically noted in proposal submitted and confirmed in the contract between the Village and the firm selected.

The Village of Port Jefferson reserves the right without prejudice to reject any or all proposals.

SECTION TWO

GENERAL TERMS AND CONDITIONS:

Contract Documents: The contract contained in this RFP package need not be signed at this time. If a separate Contract is not provided in this RFP package, the Contract entered into by the parties shall consist of the RFP package, the signed Proposal submitted by the Contractor, the specifications including all modifications thereof, and a letter of agreement requiring signatures of the Village and the Contractor, all of which shall be referred to collectively as the Contract Documents.

Contract Modification and Amendment: The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Village Clerk. Any agreed upon modification or amendment must be in writing and signed by both parties.

Contract Term: Delivery to be made as soon as possible, with a mutually agreed-upon delivery date.

Contract Data: The Contractor is required to provide the Village with detailed data concerning the Contract at the request of the Village. The Village reserves the right to audit the Contractor's records to verify the data.

Contract Validity: In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.

Insurance Requirements: Please see attached- four (4) pages

Non-Waiver of Defaults: Any failure of the Village to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights.

Cancellation/Termination: If the Contractor defaults in its agreement to provide services, personnel and/ or equipment to the Village 's satisfaction, or in any other way fails to provide service in accordance with the Contract terms, the Village shall promptly notify the Contractor of such default and if adequate correction is not made within seven (7) days, the Village may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.

Contact & Clarification(s):

Sylvia Pirillo, RMC

Village Clerk

Inc. Village of Port Jefferson

121 West Broadway, Port Jefferson, NY 11777

Litigation: This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of NY without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of New York.

Assignment: Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the Village.

Equal Opportunity: In the execution of the Contract, the Contractor and all subcontractors agree, consistent with Village policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, national origin, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The Village encourages the employment of individuals with disabilities.

Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual; the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The Contractor shall control the manner in which the services are performed; however, the Village shall specify the nature of the services and the results to be achieved. The Contractor is not to be deemed an employee or agent of the Village and has no authority to make any binding commitments or obligations on behalf of the Village except as expressly provided herein.

Liens: The Contractor shall keep the Village free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Contractor.

SECTION THREE

PERFORMANCE TERMS AND CONDITIONS:

Employees: The Contractor shall employ only competent and satisfactory personnel and shall provide enough employees to perform the required services efficiently and, in a manner, satisfactory to the Village. If the Village Clerk or designee notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Village Clerk.

Wage Rates: **Prevailing Wages: Work performed under this contract is governed by the New York State Labor Laws.** The Bidder shall comply with all the NYS Prevailing Wage requirements, and it shall be included in its entirety in the contract executed for work Section 220 of the NYS Labor Law now requires Contractors and subcontractors to submit "Certified Payrolls" every thirty days. The Contractor agrees to submit said payroll that pertains to each job a bill is submitted for. **NO BILL WILL BE PAID WITHOUT THE RECEIPT OF THE CERTIFIED PAYROLL.**

Payment: Payment will be upon submittal of an invoice to the Village by the Contractor on a Net 30 (calendar day) basis. Invoices must include date work was performed, number of people assigned to the job and the number of hours worked.

Contractor provided material should be itemized separately and apart from all charges for labor. A submission of the proper Prevailing Wage Certificate must be submitted with each submitted invoice. Payment will not be made without the proper submissions.

Billing Time: Costs to the Village will begin when workers arrive on the job site and commence work, and end when workers leave the job site. A daily time slip shall be submitted to the Village Clerk for verification of hours worked. Overtime will be paid on a time and one-half basis only if the Village requests a) work outside of normal business hours (9:00 a.m. to 5:00 p.m., Monday through Friday), and/or b) when time on site exceeds 40 hours per week.

Labor Rates: Labor rates will be in effect for the term of this Contract. The labor rate shall include all charges such as insurance, travel; Contractor provided items and all other costs.

SECTION FOUR

BID CONTENT:

Bidders shall ensure that all information required herein is submitted with the sealed bid. All information provided should be verifiable by documentation requested by the Village. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the bid or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

Business Profile: Provide a brief history of your company, length of time in business, number of employees.

Completions: All items on Bidder Checklist must be submitted.

Please submit three (3) copies of the entire BID package.



NON-COLLUSION BIDDING CERTIFICATE

**VILLAGE OF PORT JEFFERSON
Request for Proposals – Financial Audit Services
#136-2024**

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The prices in this proposal have been arrived at independently without collusion, 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.
- 2) Unless otherwise required by Law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor.
- 3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
- 4) The person signing this bid, under the penalties of perjury, affirms the truth thereof.

Date: _____

Signature of Proposer, if individual _____

Name of Corporation _____

Title of Officer _____

Corporate Seal:



BIDDER INFORMATION

**VILLAGE OF PORT JEFFERSON
Request for Proposals – Financial Audit Services
#136-2024**

Proposer name and address:

If a corporation, name, address, phone no., fax no., email of:

PRESIDENT _____

SECRETARY _____

TREASURER _____

If a firm, name, address, phone no., fax no., email of all principals:

Attach a brief history of your company, with your length of time in business, and number of employees.



WAIVER OF LIEN

**VILLAGE OF PORT JEFFERSON
Request for Proposals – Financial Audit Services
#136-2024**

OWNER: **Inc. Village of Port Jefferson**

LOCATION: **Port Jefferson Village Hall 121 W Broadway, Port Jefferson**

PROJECT: **Financial Audit Services**

SUPPLIER: _____

TRADE: _____

For and in consideration of the payments to the undersigned supplier for completion as of (date) _____ for under its contract, with the Inc. Village of Port Jefferson, the undersigned supplier hereby waives any and all liens, claims or rights to file any lien or liens against the Inc. Village of Port Jefferson as Owner/ Leaseholder of the building and the premises above referenced on account of labor, materials, or both, furnished and hereby agrees to promptly pay and expeditiously release any and all recorded or pending mechanics liens, material man's and like liens filed in connection with such work; and shall defend and indemnify and save the Inc. Village of Port Jefferson harmless from any and all liability or expense incurred in discharging, defending or paying because of such liens or the enforcement thereof which arises out of the work referenced above.

Supplier represents and warrants that all claims for labor and/ or materials furnished by it and/ or its subcontractors and or vendors at all tiers in connection with its completed work on this project, have been, or when due, will be paid including any and all applicable sales or use taxes (to the extent not exempt) and that to the best of knowledge, there are no liens or claims or rights to file liens existent with respect thereto.

IN WITNESS Whereof, the supplier has caused this waiver to be duly executed, on this ____day of _____ 20____, by an officer or its duly authorized agent.

BY:

Supplier Name: _____

Name of Authorized Signer: _____

(Print)

Signature _____

STATE OF NEW YORK)
COUNTY OF _____)

On the ____day of _____, 20____, before me personally appeared to me known who, being by me duly sworn, did depose that he/she is the _____ of the _____ corporation described in and which executed the within instrument,; and that he/she signed his/her name thereto by the authority of the Board of Directors of said Corporation.

Notary Public

DISCLOSURE STATEMENT

BIDDER MUST SIGN THIS FORM BEFORE A NOTARY PUBLIC

STATE OF _____)

ss:

COUNTY OF _____)

I, _____, _____
Name Title of Corporate Officer or Partner or Principal

being duly sworn, deposes and swear under the penalties of perjury:

- That is in connection with the Proposal for the _____
that no other person will have any direct or indirect interest in this Proposal except:

(In case of corporations, all officers of the corporation and stockholders owning more than 5% of the corporation stock must be listed.) Attach additional sheet if necessary.

- That _____ related to any officer or employee
(I am not) (none of the officers or stockholders are)
of the Incorporated Village of Port Jefferson except _____
- There is not any state or local officer or employee or a member of a board of commissioners of a local public authority or any other public corporation within the Village, exclusive of a volunteer fireman or civil defense volunteer, interested in such application.

SIGNATURE AND TITLE

Subscribed and sworn to before me this _____ day of _____

Notary Public

SUPPLEMENTAL DISCLOSURE

Bidder Name _____

Address _____

FEDERAL IDENTIFICATION # OR SOCIAL SECURITY # _____

Bidder will furnish the following information: List only similar type of work performed:

<u>FOR WHOM PERFORMED</u>	<u>CONTRACT AMOUNT</u>	<u>DATE COMPLETED</u>

1. Have you ever failed to complete any work awarded to you? _____
If yes, indicate where and why _____

2. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a contract? _____
If yes, indicate name of individual, other organization and reason therefore: _____

3. Has any officer or partner of your organization ever failed to complete a contract in his own name? _____
If yes, state name of individual and reason therefore: _____

4. **Within the last ten years**, has any legal action, criminal or civil, ever been commenced by the Village or by any other governmental entity/agency against the corporation or against any other legal entity or subsidiary associated with the bidder, or has any legal action, criminal or civil, been commenced against any officer, principal, member, partner or employee 1) of the bidder, or 2) of the other legal entity/subsidiary associated, presently or within the last ten years, in any manner, with the bidder?
YES _____ NO _____

If yes, identify the parties to the legal proceeding(s) and indicate the nature of the legal action

5. In what other lines of business are you financially interested?

6. The work, if awarded to you, will have the personal supervision of whom?

7. Has the Bidder, during the past 7 years filed for bankruptcy, or have been declared bankrupt?
YES _____ NO _____ If YES, state date, court jurisdiction, amount of liabilities and amount of assets.

SIGNATURE AND TITLE _____

Subscribed and sworn to before me this _____ day of _____

Notary Public



BID PROPOSAL

**VILLAGE OF PORT JEFFERSON
Request for Proposals – Financial Audit Services
#136-2024**

The project specifications are set forth in attached documents.

Lump Sum Amount: \$ _____

Signature: _____

Representative's Name: _____

Representative's Title: _____

Vendor/Proposer Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Estimated Time to Complete Project: _____

Incorporated Village of Port Jefferson
Insurance and Indemnification Requirements for Independent Contractors/Sub-Contractors
Page One of Four

The CONTRACTOR shall maintain at a minimum the following insurance giving evidence of same to the OWNER on the Acord form Certificates of Insurance, Acord Form 855 – New York Construction Certificate of Liability Insurance Addendum; copy of the Additional Insured Endorsements; provide 30 days’ notice of cancellation, non-renewal or material change; C105.2 form or State Insurance Fund Certificate or Self-Insured SI-12 for Workers Compensation and DB120.1 Certificate for NYS Disability. The insurance coverage limits set forth in Schedule below are minimum coverage requirements, not limitations of liability. New York State licensed admitted carrier is preferred; any non-licensed/non-admitted carriers will be accepted at Incorporated Village of Port Jefferson’s discretion. The insurance carrier must have an A.M. Best Rating of at least A- IX. All subcontractors must adhere to the same insurance and indemnification requirements.

Certificate Holder for all policies: Incorporated Village of Port Jefferson
 121 West Broadway
 Port Jefferson, NY 11777

Description Box to read:

Incorporated Village of Port Jefferson, all elected and appointed officials, employees and volunteers of the Village, **engineers, appointed professionals, and consultants** are included as additional insureds per the General Liability including Contractual Liability and Products and Completed Operations, Automobile Liability and Excess Liability. Insurance Coverage is to be primary and non-contributory to any insurance carried by any additional insured. Waiver of Subrogation is included on the Workers Compensation and General Liability in favor of the Additional Insureds.

I. Workers Compensation

Coverage	Statutory
Extensions	Voluntary Compensation Employers Liability – Unlimited in the State of New York Waiver of Subrogation in favor of Incorporated Village of Port Jefferson

II. New York State Disability and Paid Family Leave

Coverage	Statutory New York State Benefits
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III. Commercial General Liability

Coverage and Limits	Occurrence – ISO Form CG2001 10-01 or Equivalent
	General Aggregate \$2,000,000
	Products & Completed Operations \$2,000,000
	Personal & Advertising Injury \$1,000,000
	Per Occurrence Limit \$1,000,000
	Damage to Premises Rented To You \$ 100,000
	Medical Expense \$ 5,000

Incorporated Village of Port Jefferson
Insurance and Indemnification Requirements for Independent Contractors/Sub-Contractors
Page Two of Four

III. Commercial General Liability - continued

Additional Insured **Incorporated Village of Port Jefferson, all elected and appointed officials, employees and volunteers, engineers, appointed professionals, and consultants, using ISO Form CG2026 or equivalent including products and completed operations coverage ISO Form CG2037 or equivalent. Additional Insured coverage on a primary and non-contributory basis.**

Extensions – Mandatory

- Aggregate Limits to apply per project.
- Full Contractual Liability extending to Hold Harmless Agreement.
- Contractual Liability Insurance is afforded per the definition of “insured contract” as defined in Form CG0001 with no endorsements that amend or restrict the definition of “insured contract”.
- The general liability is to be primary and non-contributory to any insurance carried by any additional insured.
- The general liability must not include any exclusion, limitation or restriction pertaining to interior or exterior work height; “action over” type claims; or “injury to employee or subcontractor” exclusions, nor any exclusions for Claims that fall within the Purview of New York Labor Law Sections 200, 240 & 241.
- Waiver of Subrogation in favor of all additional insureds.
- Coverage for the services rendered for the municipality, including, but not limited to removal, replacement enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third party liability claims for bodily injury, property damage and clean-up costs, if applicable.

Incorporated Village of Port Jefferson
Insurance and Indemnification Requirements for Independent Contractors/Sub-Contractors
Page Three of Four

IV. Pollution Liability: If contract involves environmentally regulated substances or hazardous material exposure(s) and/or the disposal of waste or other hazardous substance from the worksite, the contractor shall maintain Contractor's Pollution Liability including Pollution Legal Liability insurance in the amount of at least \$5,000,000. per occurrence for 3rd party liability and clean-up. This coverage is to remain in effect for a minimum of (5) five years following the completion of work. If written on a claims made basis, the retroactive date must pre-date the inception of the contract or agreement

V. Automobile Insurance

Limit

\$1,000,000. Combined Single Limit

Additional Insured

Incorporated Village of Port Jefferson, all elected and appointed officials, employees and volunteers, engineers, appointed professionals, and consultants on a primary and non-contributory basis.

The automobile liability is to be primary and non-contributory to any insurance carried by any additional insured.

VI. Umbrella Liability

Coverage

Umbrella Form or Excess Follow Form of primary general liability and auto liability

Limit

\$2,000,000.

Additional Insured

Incorporated Village of Port Jefferson, all elected and appointed officials, employees and volunteers on a primary and non-contributory basis.

**Incorporated Village of Port Jefferson
Insurance and Indemnification Requirements for Independent Contractors/Sub-Contractors
Page Four of Four**

VII. BONDS (NO BOND REQUIRED FOR BID #136 2024 FINANCIAL AUDIT SERVICES)

Bid Bond or certified check	Minimum of 5% of contract bid.
Bond Form	AIA Document A310 Current Edition or certified check
Final Bonds	1. Performance and Payment bonds (labor & materials) Minimum Limit 100% of Contract Price 2. Maintenance Bond Minimum Limit 100 % of Performance and Payment Bond Term - 2 Year from Acceptance of Job
Bond Form	AIA Document A312 or current edition.

NOTE: Surety Company must be NYS licensed and on current list of "Surety Companies Acceptable on Federal Bonds" as published in Federal Register by the Audit Staff Bureau of Accounts, US Treasury

INDEMNIFICATION/HOLD HARMLESS AGREEMENT

The INDEPENDENT CONTRACTOR/VENDOR shall indemnify, hold harmless and defend the **Incorporated Village of Port Jefferson**, its officers, employees, and/or agents from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever, foreseeable or unforeseeable, which arises out of or is connected with, or is claimed to arise out of to be connected with, any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by the INDEPENDENT CONTRACTOR/VENDOR or its subcontractors and/or agents, on account of personal injury, death or property loss to the **Incorporated Village of Port Jefferson**, its officers, employees, agents or to any other persons, third parties, or property, but shall not include claims resulting from the gross negligence or willful misconduct of **Incorporated Village of Port Jefferson**. This indemnity and hold harmless is intended to be as broad as is permitted by law and to include claims of every kind and nature – for tort, under contract, for strict liability or other liability without fault, under statute, rule, regulation or order, and otherwise.

The indemnification provided by this Agreement shall be a continuing right to indemnification and shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement the ___ day of _____, 20__.

Witness

INDEPENDENT CONTRACTOR/VENDOR

Signature

Address

Date

Signature

Print Name

(Please Print Name and Title)