



Town of Paradise Valley

Notice of Request for Proposal



Request for Proposal No: P20-105-FIN

Proposal Due Date: **February 3, 2020**

Materials and/or Services: **Professional Auditing Services**

Proposal Due Time: 2:00 P.M. AZ Time

Contact: Peggy Ferrin

Mailing Address: The Town of Paradise Valley
6401 East Lincoln Drive
Paradise Valley AZ 85253-4399

Phone: (480) 348-3594

Pre-Proposal Meeting: **None**

Project No: CON-20-105-FIN

In accordance with Town of Paradise Valley Procurement Policy competitive sealed proposals for the material or services specified will be received by the Town of Paradise Valley at the specified location until the date and time cited above. Proposals shall be in the actual possession of the Town of Paradise Valley on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the Town of Paradise Valley Procurement Policy. ***Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.*** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the ***entire*** Request for Proposal Package.

OFFER

To the Town of Paradise Valley: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the Town a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the Town. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the Town prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the Town of Paradise Valley Standard Terms and Conditions contained in the Request for Proposal package issued by the Town.

For clarification of this offer contact:

Telephone: _____ Fax: _____

Name: _____

Email: _____

Company Name

Authorized Signature for Offer

Address

Printed Name

Town

State

Zip Code

Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For Town of Paradise Valley Use Only)

Your offer is accepted by the Town, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the Town; 2.) Your offer in Response to the Town's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the Town. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by:

Duncan Miller, Town Clerk

CC: _____

Contract Number: _____

Town Seal
Town of Paradise Valley, Arizona

Official File: _____

Town of Paradise Valley, Arizona.

Effective Date: _____

Approved as to form:

Andrew Miller, Town Attorney

Contract Awarded Date _____, ____.

Jill Keimach, Town Manager



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

**Town of Paradise Valley
Procurement**
6401 East Lincoln Drive
Paradise Valley, Arizona 85345
Phone: (480-348-3594)

1. PREPARATION OF PROPOSAL:

- a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
- b. The Offer and Contract Award document shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
- d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. INQUIRIES: Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing only by email. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions or concerns since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.

3. PROSPECTIVE OFFERORS CONFERENCE: A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the Town's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the Town at this conference. The Town will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4. LATE PROPOSALS: Late Proposals will not be considered, except as provided by the **Town of Paradise Valley Procurement Policy**. A vendor submitting a late proposal shall be so notified.

5. WITHDRAWAL OF PROPOSAL: At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) proposal withdrawals will not be considered.

6. AMENDMENT OF PROPOSAL: Receipt of a Solicitation Amendment shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. PAYMENT: The Town will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. NEW: All items shall be new, unless otherwise stated in the specifications.

9. DISCOUNTS: Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10. TAXES: The Town of Paradise Valley is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. VENDOR REGISTRATION: After the award of a contract, the successful Vendor shall have a completed Vendor Registration on file with the Town of Paradise Valley.

12. AWARD OF CONTRACT:



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

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- a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the Town reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the Town.
- b. Notwithstanding any other provision of this *Request For Proposal*, The Town expressly reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all proposals, or portions thereof, or
 - (3) Reissue a *Request For Proposal*.
- c. A response to a *Request For Proposal* is an offer to contract with the Town based upon the terms, conditions and specifications contained in the Town's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **Town Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment or a Contract Amendment.



STANDARD TERMS AND CONDITIONS

Town of Paradise Valley Procurement

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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The Town may, by written notice to the Contractor, cancel this contract if it is found by the Town that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Town with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible Town government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and Town of Paradise Valley including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the Town that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the Town. The Town may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.



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Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the Town and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the Town. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the Town may cancel this contract without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the Town of Paradise Valley Procurement Policy.
5. **CONTRACT:** The contract between the Town and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the Town reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the Town are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, member of a joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any Town payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of



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the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.

12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the Town. The Town, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the Town's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the Town to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the Town.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the Town. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the Town and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the Town to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the Town's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Town, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the Town, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The Town maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the Town any and all claims for such overcharges as to the goods and services used to fulfill the Contract.



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17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The Town may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the Town. This right to audit also empowers the Town to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The Town may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the Town is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the Town shall not alter or affect the obligations of the Contractor or the rights of the Town under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.



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22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the Town. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The Town may elect to do any or all:
- Waive the non-conformance.
 - Stop the work immediately.
 - Bring material into compliance.
- This shall be accomplished by a written determination for the Town.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the Town until the Town actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the Town, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the Town requests, a formal release of all liens shall be delivered to the Town.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the Town and shall not be used or released by the Contractor or any other person except with the prior written permission of the Town.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN TOWN PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the Town's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The Town shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the Town and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the Town's Procurement Policy. However, subsequent to the award of the contract, any information and documents obtained by the Town during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the Town is ordered or otherwise directed to do so by a court of competent jurisdiction.



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33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the Town.
34. **DELIVERY ORDERS:** The Town shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award.
35. **FUNDING:** Any contract entered into by the Town of Paradise Valley is subject to funding availability. Fiscal years for the Town of Paradise Valley are July 1 to June 30. The Town Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any Town elected official or any Town employee other than the , the Procurement Officer, Town Manager, Department Director or Town Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a Town Council agenda. The Procurement Officer shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a Town Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a Town Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any Town elective office during the term of this Agreement. The Town reserves the right to terminate the Agreement without penalty for any violation of this provision.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P20-105-FIN**

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1. **Purpose:** Pursuant to provisions of the Town Procurement Policy, the Town of Paradise Valley, intends to establish a contract for Professional Auditing Services.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the Town. No alteration of any resultant contract may be made without the express written approval of the Town Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the Town Procurement Policy. Any such action is subject to the legal and contractual remedies available to the Town inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the Town requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all Town of Paradise Valley departments, agencies and boards.
5. **Cooperative Purchasing:** While this contract is for the Town of Paradise Valley, other public agencies and political subdivisions may express interest in utilizing the contract. In addition to the Town of Paradise Valley, and with approval of the contractor, this contract may be extended for use by other eligible public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State). Eligible public agencies may elect to utilize the contract through cooperative purchasing (or piggybacking) on the contract and do so at their discretion. No volume is implied or guaranteed, and the contractor must be in agreement with the cooperative transaction. The Strategic Alliance for Volume Expenditures (SAVE), a group of school districts and other public agencies, have signed an intergovernmental cooperative purchase agreement to obtain economies of scale. As a member of SAVE, the Town of Paradise Valley will act as the lead agency. Any such usage by other participating public agencies must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective public agency. Potential participating public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State) recognize potential equipment, logistical and cap limitations by the contractor may limit the contractor's ability to extend use of this contract. Any orders placed to the contractor will be placed by the specific public agency participating in this purchase, and payment for purchases made under this agreement will be the sole responsibility of each participating public agency. The Town of Paradise Valley shall not be responsible for any disputes arising out of transactions made by others.
6. **Contract Type:** Fixed Price
7. **Term of Contract:** The term of any resultant contract shall commence *on the date of award* and shall continue for a period of three (3) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of twenty-four (24) months.
9. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the Town's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
10. **Proposal Format:** Proposals shall be submitted in one (1) original hard copy, three (3) copies and **one (1) soft copy of a scanned copy of the completed and signed original proposal in Adobe PDF format on flash drive**, on the forms and in



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the format as contained in the Request for Proposal, **and in addition one (1) copy of the Price sheets in excel format on the flash drive.**

11. **Evaluation:** In accordance with the Town of Paradise Valley Procurement Policy, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the Town, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- a. Qualifications and Experience.
- b. Audit Approach.
- c. Cost Considerations.
- d. Conformance to Request for Proposals.

The Town reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

12. **Discussions:** In accordance with the Town of Paradise Valley Procurement Policy, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.

13. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 15 minutes, allowing 30 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the Town) at the interview.

14. **Price Adjustment:** The Town of Paradise Valley, will review fully documented requests for price increases after the contract has been in effect for 365 days. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. The Town of Paradise Valley will determine whether the requested price increase, or an alternative option, is in the best interest of the Town. The contractor shall likewise offer any published price reduction to the Town concurrent with its announcement to other customers. Advanced 30-day written notification by the contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the Town of Paradise Valley.

15. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

16. **Affirmative Action Report:** It is the policy of the Town of Paradise Valley that suppliers of goods or services to the Town adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The Town of Paradise Valley encourages diverse suppliers to respond to solicitations for products or services.

17. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards of the industry.

18. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.

19. **Scope of Work Deliverable:** The successful contractor shall prepare and provide a detailed Scope of Work for the project. The finalized Scope of Work shall include the agreed upon approach, method, format, and timing to complete the project.



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20. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
21. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the Town) and computer costs.
22. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
23. **Invoices:** The Contractor shall submit invoices to the Town of Paradise Valley Accounts Payable Department, 6401 East Lincoln Drive, Paradise Valley AZ 85253.
24. **Payments:** The Town shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
25. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the Town.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the Town, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the Town, and any insurance or self-insurance maintained by the Town shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Town.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Town, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Town under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the Town, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The Town reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The Town shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the Town's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the Town, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

26. **Required Insurance Coverage:**
 - a. Commercial General Liability



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Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. Professional Liability

The Contractor retained by the Town to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

- 27. Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the Town with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.



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In the event any insurance policy(ies) required by this contract is (are) written on a "Claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the Town fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

28. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the Town.

29. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the Town Manager or the Town of Paradise Valley.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The Town of Paradise Valley shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the and Town, each council member, officer, board, commission, officers, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the Town, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor; therefore, the Town Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.



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30. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the Town.
 - If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the Town, and shall, subject to the concurrence of the Town, replace such personnel with personnel of substantially equal ability and qualifications.
31. **Estimated Quantities:** This solicitation references quantities as a general indication of the needs of the Town. The Town anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the Town reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.
32. **Estimated Quantities:** The Town anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.
33. **Confidential Information:**
- If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Procurement Officer of this fact shall accompany the submission and the information shall be identified.
 - The information identified by the person as confidential shall not be disclosed until the Procurement Officer makes a written determination.
 - The Procurement Officer shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - If the Procurement Officer determines to disclose the information, the Procurement Officer shall inform the bidder in writing of such determination.
34. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of assuring that information contained in its records or obtained from the Town or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the Town Attorney. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
35. **Multiple Awards:** In order to assure that any ensuing contracts will allow the Town to fulfill current and future requirements, the Town reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the Town. The fact that the Town may make multiple awards should be taken into consideration by each potential contractor.
36. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained



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in its records or obtained from the Town or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the Town. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the Town of Paradise Valley's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

- a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
- b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the Town shall be notified in advance before any information is posted. The Town reserves the right to restrict the use of any non-secure websites under this contract.
- c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contract's retention requirements.
- d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
- e. Ensure that offices and workspaces containing customer information are secure.
- f. Ensure that computer virus protection is up to date.

37. **Ordering Process:** Upon award of a contract by the Town of Paradise Valley, the specific material and/or service awarded may be procured by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the Town of Paradise Valley Procurement Policy and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to deliver the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the Town of Paradise Valley is a violation of the contract and the Town of Paradise Valley Procurement Policy. Any such action is subject to the legal and contractual remedies available to the Town inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

38. **Billing:** All billing notices to the Town shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting department shall refer to the contract number resulting from this solicitation.
39. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
40. **Town of Paradise Valley Business License:** Town of Paradise Valley Town Code requires that all persons conducting business in the Town of Paradise Valley must first obtain a license. This includes businesses within the Town of Paradise Valley Town limits, or those outside the limits who conduct business or perform services within Town of Paradise Valley. For business license questions or to obtain a license, please contact the Town of Paradise Valley Sales Tax & License at (623) 773-7160 or via email at salestax@TownofParadiseValleyAZ.gov.
41. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the Town and as such, may be terminated without default by the Town by providing a written thirty (30) day notice of termination.



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42. **Cancellation:** The Town reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The Town will issue written notice to the contractor for acting or failing to act as in any of the following:

- a. The contractor provides material that does not meet the specifications of the contract;
- b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
- c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The contractor fails to make progress in the performance of the contract and/or gives the Town reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the Town. Failure on the part of the contractor to adequately address all issues of concern may result in the Town resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the Town reserves the right to purchase materials, or to complete the required work in accordance with the Town Procurement Policy. The Town may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, or;
 - iii. Any combination of the above or any other remedies as provided by law.

43. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the Town at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

The following is a list of allowable travel expenses under this contract agreement:

- a. Transportation:
 - i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
 - ii. Car Rental – mid size car, gas for rental car (Town assumes no liability regarding additional insurance costs).
- b. Lodging and Meals:
 - i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
 - ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the Town of Paradise Valley when practical.

44. **Protest Policy and Procedures:**



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PROTESTS

Any interested party may protest a solicitation issued by the Town or the proposed award or the award of a Town Contract by submitting a request in writing with the Procurement Officer for the Town of Paradise Valley, with a copy directed to the Town Attorney for the Town of Paradise Valley as follows:

Name and Title
6401 East Lincoln Drive
Paradise Valley, AZ 85253

Andrew Miller
Town Attorney
6401 East Lincoln Drive
Paradise Valley, AZ 85253

b. Writing: All protests must be in writing and shall include the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or its representative;
- The solicitation or contract number;
- A detailed statement of the legal or factual grounds of the protest including copies of relevant documents; and
- The form of relief requested.

c. Time Frame: To be considered, protests must be filed during the time frame identified below

- *Protests of a solicitation* must be filed within five (5) days of the first advertising of the solicitation.
- *Protests of an award* must be filed within ten (10) days of the issue date of the Notice of Award or Notice of Intent to Negotiate and Award.

d. The Procurement Officer is required to notify all interested parties that a protest has been filed.



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I. INTRODUCTION

A. GENERAL INFORMATION

The Town of Paradise Valley, Arizona (the "Town") is requesting sealed proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending June 30, 2020, with the option of auditing its financial statements for each of the four (4) subsequent fiscal years, (three year contract with the option to renew for two additional years unless terminated, cancelled or extended as otherwise provided herein). While the main purpose of this solicitation is for audit services, additional CPA services may be requested under this proposal. Such additional services may include, but are not limited to, tax advisory and consulting services, reviews and training and educational seminars.

II. SCOPE OF WORK

A. SCOPE OF WORK – FINANCIAL AUDIT

The Town desires the auditor to express an opinion on the fair presentation of its financial statements in conformity with accounting principles generally accepted in the United States of America and as required by the applicable auditing standards.

The Town prepares a comprehensive annual financial reports (CAFR) and multiple other financial reports. See below for further details on reports to be subjected to financial audits.

B. AUDITING STANDARDS AND OTHER REGULATIONS TO BE FOLLOWED

To meet the requirements of this request for proposal, the audit shall be performed in accordance with:

1. Auditing standards generally accepted in the United States of America, the standards contained in Government Auditing Standards issued by the Comptroller General of the United States, the compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). If anything in this document differs from current auditing standards, the current auditing standards will apply.
2. State of Arizona Uniform Expenditure Reporting System requirements (UERS) mandated by Arizona Revised Statutes (A.R.S.), with guidelines set forth by the Arizona Auditor General.
3. State of Arizona Highway User Revenue Funds revenues and expenditures pursuant to A.R.S. Title 28, Chapter 18, Article 2.
4. Requirements under A.R.S. to provide a biennial certified audit of the municipality's land use assumptions, infrastructure improvements plan and development fees.
5. Any other current or future requirements imposed by recognized authorities during the course of this



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contract.

C. REPORTS, SCHEDULES, AND STATEMENTS TO BE ISSUED

Following the completion of the audit of the fiscal year's financial statements the auditor shall issue:

1. An independent auditor's report on the fair presentation of the Town's annual financial statements in conformity with accounting principles generally accepted in the United States of America.
2. A Single Audit Reporting Package to include:
 - A. An independent auditor's report on internal controls over financial reporting and on compliance and other matters based on an audit of the financial statements performed in accordance with government auditing standards.
 - B. An independent auditor's report on compliance for each major federal program; on internal control over compliance and on schedule of Expenditures of federal awards required by the Uniform Guidance.
 - C. A schedule of findings and questioned costs (if applicable) and a summary schedule of prior audit findings and corrective action plan (if applicable).
3. On a biennial basis a report on applying agreed-upon procedures and certification of land use assumptions, infrastructure improvement plan and development impact fees in accordance with A.R.S. §9.463.05. The auditors may be required to attend that public meeting to discuss the audit results.
8. A statement that fulfills the declaration requirement, pursuant to Arizona Revised Statutes Title 28, Chapter 18, Article 2, for the expenditure of Highway User Revenue Funds (the "HURF Letter").
9. An independent auditor's report on the Annual Expenditure Limitation Report (AELR) prepared in compliance with Arizona Revised Statutes §41-1279.07.
10. Upon request by the Arizona Supreme Court, Administrative Office of the Courts, agreed upon procedures to determine compliance with the requirements set forth in the Arizona Code for Judicial Administration Section 1-401, Minimum Accounting Standards (MAS).
11. Any and all additional audit communication related to any of the items in this section as required by audit standards, when applicable, such as management letters, Council Communications, etc.

D. ADDITIONAL REPORTING CONSIDERATIONS

In the required reports on internal controls, the auditor shall communicate any significant deficiencies, or material weaknesses found during the audit in accordance with applicable audit standards and audit industry guidelines. Although the reports on compliance shall include all significant deficiencies or material weaknesses, the auditors should also communicate to Town staff all instances of noncompliance noted during the audit.



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Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties:

Town Manager
Town Attorney
Chief Financial Officer
Town Council, or Board of Directors (as applicable)

Reporting to the Management. Auditors shall ensure that the Chief Financial Officer and his or her designee are informed of all relevant issues during the course of the audit or upon request. These may include, but are not limited to, audit adjustments, disagreements with management or difficulties encountered in performing the audit.

E. SPECIAL CONSIDERATIONS

2. The auditor may be required to audit the LTAF Schedule and issue a report thereon, if distribution of the funds are reinstated by the State.
3. The auditor will be required to issue a report on the Annual Expenditure Limitation Report (AELR). The current report preparation time has been reduced from 160 hours to less than a day. As a result, the Town expects the pricing to reflect the corresponding adjustment for the audit and issuance of this report.
4. The Town sends its CAFR to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program and has been awarded a certificate for about 10 consecutive years. On an on-going basis, the auditor is requested to provide suggestions and recommendations that will assist the Town in continuing to meet the requirements of that program.
5. The auditor, upon request from the Town, might be required to present the results of any of the audit reports produced under this document at a public meeting.
6. The schedule of expenditures of federal awards and related auditor's report, as well as the reports on the internal controls and compliance, are not to be included in the CAFR, but are to be issued separately. The auditors will be required to prepare the electronic submission to the federal audit clearinghouse. The Town will review and approve the information provided to the clearinghouse.
7. There were no findings or questioned costs from the Town's most recent financial statement audit.

F. WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

All working papers and reports must be retained at the auditor's expense, in accordance with all relevant industry standards, unless the firm is notified in writing by the Town 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, including, but not limited to, the Arizona Auditor General, and auditors of



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entities of which the Town is a sub-recipient of grant funds.:

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

G. DESCRIPTION OF THE TOWN

1. Organizational Chart and Principal Contact

The Town is organized into twelve (12) departments. The accounting and financial reporting functions of the Town are centralized.

The auditor's principal contact with the Town will be the Chief Financial Officer, or a designated representative, who will coordinate the assistance to be provided by the Town to the auditor. The Finance Department is located in Town Hall at 6401 East Lincoln Drive, Paradise Valley, Arizona 85253.

2. Background Information

The Town of Paradise Valley, Arizona serves an area of approximately 16.5 square miles with a population of approximately 14,400 (2017 estimate). The Town is predominantly zoned single-family housing (Approx. 6,113) but is also home to 9 resorts, 15 places of worship, 11 public and private schools, 3 golf courses, and 4 medical centers. The Town provides a limited range of services, including police, courts, construction and maintenance of streets, planning and building services. Fire protection services are provided through an intergovernmental agreement with the City of Phoenix. The City of Scottsdale provides wastewater treatment services through an intergovernmental agreement for approximately 60% of the geographic area of the Town and the City of Phoenix provides sewer service to the remaining 40%. Water services are provided by the City of Phoenix and two private water companies. Solid waste and Ambulance services are provided by private companies. The Town's fiscal year begins on July 1 and ends on June 30.

The Town has a total payroll budget of \$18 million, covering approximately 105.5 employees (FTE's). The fiscal year 2020 budget for the Town is \$68.3 million.

More detailed information on the Town and its finances can be found in the Town's CAFR for the fiscal year ended June 30, 2019 and the Town's latest budget documents.

3. Fund Structure

The Town uses the following fund types in its financial reporting as of June 30, 2019:

Fund Type/Account Group	Number of Individual Funds	Number of Major Funds	Number with Legally Adopted Budgets
General Fund	1	1	1
Special Revenue Funds	4	0	4



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Debt Service Funds	2	0	2
Capital Projects Funds	1	1	1
Enterprise Funds	3	3	3
Internal Service Funds	0	N/A	0
Permanent Funds	0	N/A	N/A
Pension Trust Funds	0	0	0
Investment Trust Funds	0	N/A	N/A
Private-Purpose Trust Funds	0	N/A	N/A
Agency Funds	0	N/A	N/A

4. Federal and State Financial Assistance

Please refer to the Schedule of Expenditures of Federal Awards for the list of financial assistance that the Town received for the year ended June 30, 2019. The Town anticipates receiving similar levels of federal financial assistance during subsequent years.

5. Pension Plans

The Town participates in the following Arizona State Retirement System (ASRS), and the Public Safety Personnel Retirement System (PSPRS) for police officers.

Actuarial services for the multiple-employer plans are provided by the State of Arizona and the Public Safety Personnel Retirement System. For more information regarding the above pension plans, please refer to the most recent CAFR.

7. Joint Ventures

While the Town does participate in Intergovernmental Agreements ("IGA's") with other governmental entities for joint projects. At this time, management does not believe that any of these endeavors meet the criteria for reporting purposes.

9. Computer Systems

<u>Application</u>	<u>Software</u>
General Ledger	Caselle
Accounts Payable	Caselle
Budget Preparation	Caselle
Budget Control	Caselle
Capital Assets	Caselle
Accounts Receivables	Caselle
Cashiering	Caselle
Purchasing	Caselle
Capital Projects	Caselle
Payroll	Paycom



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10. Internal Audit Function

Currently, the Town contracts this function out to qualified firms.

11. Availability of Prior Audit Reports and Working Papers

Interested firms who wish to review prior years' audit reports and management letters should contact Douglas Allen via email at Dallen@ParadiseValleyaz.gov. The Town will use its best efforts to make prior audit reports and supporting working papers available upon request from firms to aid their response to this RFP, in accordance with relevant audit standards and AICPA guidelines. Several reports are available on the Town's website.

12. Town Work Schedule

The Finance Department currently works the following schedule – 7:00 AM – 4:00 PM Monday thru Friday.

III. TIME REQUIREMENTS

A. SCHEDULE FOR ANNUAL FISCAL YEAR AUDITS

The following are some key timelines and expectations relating to the Town's preparation of the CAFR and most other reports and the related audit and may be subject to change by mutual negotiated agreement during the Contract period. While some dates may be moved the Town requires that all effort is made to issue financial statements with an audit opinion dated on or before the last day of November, unless otherwise noted below.

Preliminary (Interim) audit work should commence in May or June and always end no later than mid-June. Any entrance conference and other relevant meetings to plan the audit should be held prior to the commencement of any interim work.

A detailed audit plan will be provided to the Town no later than the end of June.

Fieldwork will commence in September (typically after Labor Day). When efficient, the Town requests that final fieldwork is split into two different visits. The Town will plan to provide a draft of all individual fund and combining financial statements, and other financial schedules during the first visit. Two weeks later the Town plans to provide, Management Discussion and Analysis and related documents.

Upon request, the auditors will present the audit reports to the Town Council or corresponding Board of Directors.

The timeline for the audit and related report on the municipality's land use assumptions, infrastructure improvements plan and development fees will be scheduled during the Contract period.



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B. REPORTS PREPARATIONS AND BINDING

Report preparation, printing, and binding for the CAFR, shall be the responsibility of the Town. The Single Audit Reporting Package is requested electronically but may be requested to be printed and bound by the auditor. Most other reports or documents may be provided to the Town in electronic format as non-secured pdf files.

IV. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. FINANCE DEPARTMENT

The Finance Department, especially the Financial Services Division, staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations.

The Town will prepare all working trial balances, supporting schedules, supporting working papers, and requests for confirmations as reasonably requested by the auditors.

B. INFORMATION SYSTEM ASSISTANCE

Personnel will be available to provide systems documentation and explanations. The auditor will not be provided computer time or the use of the Town's computer hardware or software, except when it is determined by the Chief Financial Officer to be the most efficient process for auditor review of reports or transactions.

C. WORK AREA, TELEPHONE, PHOTOCOPYING AND FAX MACHINES

The Town will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to at least one telephone line, at least one data line for connection to the internet, photocopying facilities and FAX machines. Long distance telephone charges made by the auditor that are not directly related to this engagement shall be paid by the auditor.

V. PROPOSAL REQUIREMENTS

A. TECHNICAL SECTION

1. General Requirements

The purpose of the Technical Section is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the Town of Paradise Valley, Arizona's financial statements in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Section should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposal requirements.



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The Technical Section should address all the points outlined in the request for proposal. The Section should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposal. While additional data may be presented, the following subjects, items Nos. 2 through 10, must be included **in that order**. They represent the criteria against which the proposal will be evaluated.

2. Independence

The firm should provide an affirmative statement that it is independent of the Town as defined by auditing standards generally accepted in the United States of America and the U.S. General Accounting Office's Governmental Auditing Standards.

The firm also should provide an affirmative statement that it is independent of all of the component units of the Town as defined by those same standards.

The firm should also list and describe the firm's (or proposed subcontractors') professional relationships involving the Town or any of its component units for the past five (5) years, together with a statement explaining why such relationships does not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give the Town written notice of any professional relationships entered into during the period of this agreement.

3. License to Practice in Arizona

An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in Arizona.

4. Firm Qualifications and Experience

The proposer should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, the number and nature of the professional staff to be employed in this engagement on a full-time basis, and the number and nature of the staff to be so employed on a part-time basis.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.

The firm is also required to submit a copy of the report and any findings or comments from its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years, such as those submitted for review to the Arizona Auditor General. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm or its members, partners or employees



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during the past three (3) years with state regulatory bodies or professional organizations.

5. Partner, Supervisory and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each person is registered or licensed to practice as a certified public accountant in Arizona. Provide information on the government 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.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

The Town is concerned with the continuity of audit staff over the potential five (5) years of this contract. Therefore, proposers are requested to provide staffing history for at least the last three (3) years, on at least one (1) governmental audit.

The proposer should identify the extent to which staff to be assigned to the audit reflect the Town's commitment to diversity in the workplace.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the Town which retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the Town which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience, although the Town does retain the right to approve or reject all audit staff assigned to the Town.

6. Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last five (5) years that are similar to the engagement described in this request for proposal. The preference is for audits of similarly structured governmental agencies.

These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact. Also, indicate the dates of the beginning and end of fieldwork and the dates final reports were delivered to the clients.



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7. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposal. In developing the work plan, reference should be made to such sources of information as the Town's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

In addition, the proposal should indicate how the audit approach will differ, if applicable, in the second and subsequent years of the engagement regarding the planned staff level, sample sizes, test work, sampling techniques, and other aspects of the engagement.

Proposers are required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement
- c. Sample size and the extent to which statistical sampling is to be used in the engagement
- d. Extent to which EDP software will be used to test the Town's financial systems during the engagement
- e. Type and extent of analytical procedures to be used in the engagement
- f. Approach to be taken to gain and document an understanding of the Town's internal control structure
- g. Approach to be taken in determining laws and regulations that will be subject to audit test work
- h. Approach to be taken in drawing audit samples for purposes of tests of compliance
- i. Areas/departments that will be subject to compliance and substantive sampling. Preference will be given to firms sampling from all Town departments, not just federal programs.

9. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the Town.

10. Report Format

The proposal should include sample formats for required reports.



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B. PRICING SECTION

1. Summary and Schedules of Professional Fees & Expenses

The pricing section should include a schedule of professional fees and expenses broken down by the services to be provided for the year ended June 30, 2020, and a schedule of professional fees and expenses broken down by staff charges for the year ended June 30, 2020.

The pricing section should also include a summary of estimated professional fees and expenses for each of the four (4) subsequent years of the potential five (5) year contract.

2. Out-of-Pocket Expenses

All estimated out-of-pocket expenses should be included in the all-inclusive maximum contract price submitted by the firm. The Town will not reimburse for out-of-pocket expenses not included in the total contract price.

In addition, a statement must be included in the pricing section stating the firm has included all such costs for travel, lodging and subsistence in the total maximum price.

3. Rates for Additional Professional Services

If the Town should choose to request the auditor to render any additional services, other than those additional services specifically referred to in this RFP, to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the Town and the firm. Any such additional work agreed to between the Town and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the pricing section.

4. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's pricing section of the proposal. The first interim billing shall cover the auditor's interim work and should not be billed until after interim work is completed. The second interim billing shall cover the auditor's final fieldwork. The third interim billing shall cover the auditor's drafting and preparation of reports, schedules, and financial statements due in November as requested in this RFP. The final billing shall cover work on any other items to complete the annual work requested in this RFP. A period of at least one month should lapse between billings. The third and final bill payments may be withheld pending delivery of all final reports, schedules, and financial statements as described in Section II.

C. EVALUATION CRITERIA

In accordance with the Town of Paradise Valley Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the Town, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of



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importance.

- a. Qualifications and Experience.
- b. Audit Approach.
- c. Cost Considerations.
- d. Conformance to Request for Proposal.

The Town reserves the right to consider historic information and facts, whether gained from the proposal, question and answer conferences, references, or other sources and the views of the evaluator(s) with prior contract or service delivery experience with any of the offerors, while conducting the proposal evaluations.

Interviews with the selected top ranked firms may be held on February 24, 2020.

D. INQUIRIES AND SUBMISSION OF PROPOSALS

Proposals are due no later than 2:00 p.m. on February 3, 2020.

Proposals shall be submitted in one (1) original, three (3) copies, one (1) electronic copy containing pdf copy of entire proposal and one copy of pricing in excel on flash drive, and shall be delivered to:

Town of Paradise Valley
Purchasing Coordinator
RFP#P20-105FIN, Professional Auditing Services
6401 East Lincoln Drive
Paradise Valley, AZ 85253

Proposals must be submitted in a sealed envelope or package with the solicitation number and the Offeror's name and address clearly indicated on the envelope or package.

All questions regarding this RFP are due in writing by January 21, 2020 and should be directed to Purchasing Coordinator at purchasing@ParadiseValleyaz.gov.

Contact with Town staff, other than the designed contact person indicated in the RFP, regarding this solicitation is strictly prohibited during the proposal process.



PRICE SHEET

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Total all-inclusive price for Audit services*:

Description	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Total
Comprehensive Annual Report						
Single Audit Reports						
Annual Expenditure Limitation Report						
Highway User Revenue Funds letter						
Court MAS						
Biennial certified audit of the municipality's land use assumptions, infrastructure improvements plan and development fees	N/A		N/A		N/A	
Total						

*The City reserves the right to request only those audits that are necessary or are required by applicable laws and regulations during any single fiscal year.

Schedule of Professional Fees and Expenses for the 2019-2020 Comprehensive Annual Financial Report:

Description	Number of Hours	Hourly Rate(s)	Total (\$)
Partners		\$	\$
Managers		\$	\$
Supervisory Staff		\$	\$
Staff		\$	\$
Other (Specify):		\$	\$
Total	NA	NA	\$



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Schedule of Professional Fees and Expenses for Single Audit Report:

Description	Number of Hours	Hourly Rate(s)	Total (\$)
Partners		\$	\$
Managers		\$	\$
Supervisory Staff		\$	\$
Staff		\$	\$
Other (Specify):		\$	\$
Total	NA	NA	\$

Schedule of Professional Fees and Expenses for Annual Expenditure Limitation Report (AELR):

Description	Number of Hours	Hourly Rate(s)	Total (\$)
Partners		\$	\$
Managers		\$	\$
Supervisory Staff		\$	\$
Staff		\$	\$
Other (Specify):		\$	\$
Total	NA	NA	\$

Schedule of Professional Fees and Expenses for Preparation of Highway User Revenue (HURF) Funds letter:

Description	Number of Hours	Hourly Rate(s)	Total (\$)
Partners		\$	\$
Managers		\$	\$
Supervisory Staff		\$	\$
Staff		\$	\$
Other (Specify):		\$	\$
Total	NA	NA	\$



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Court (MAS) audit:

Description	Number of Hours	Hourly Rate(s)	Total (\$)
Partners		\$	\$
Managers		\$	\$
Supervisory Staff		\$	\$
Staff		\$	\$
Other (Specify):		\$	\$
Total	NA	NA	\$

Report on Agreed-Upon Procedures, Biennial Certification of Land Use Assumption, Infrastructure Improvement Plan and Development Impact Fees:

Description	Number of Hours	Hourly Rate(s)	Total (\$)
Partners		\$	\$
Managers		\$	\$
Supervisory Staff		\$	\$
Staff		\$	\$
Other (Specify):		\$	\$
Total	NA	NA	\$

Rates for Additional Professional Services

Description	Number of Hours	Hourly Rate(s)	Total (\$)
Partners	NA	\$	\$
Managers	NA	\$	\$
Supervisory Staff	NA	\$	\$
Staff	NA	\$	\$
Other (Specify):	NA	\$	\$
Total	NA	NA	\$



QUESTIONNAIRE

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Please list a minimum of three (3) owner references from similar projects whom the Town may contact:

1. Company:

Contact Name:

Phone:

Email:

Project Name:

Project Cost:

Project

Description:

2. Company:

Contact Name:

Phone:

Email:

Project Name:

Project Cost:

Project

Description:

3. Company:

Contact Name:

Phone:

Email:

Project Name:

Project Cost:

Project

Description:



QUESTIONNAIRE

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Offerors are to indicate below any exceptions they have taken to the Terms, Conditions, or Scope of Work:

- ☐ No Exceptions.
- ☐ Offeror takes the following Exceptions:

Offeror acknowledges that **NO** changes to the Town's Insurance Requirements, Indemnification and Document Use requirements will be granted, and that any changes or modifications requested may result in the offeror's proposal being considered non-responsive.

☐ Yes ☐ No *If no, give reason below*

Offeror acknowledges acceptance of the Town of Paradise's Valley Standard Terms and Conditions and Special Terms and Conditions and takes no exceptions.

☐ Yes ☐ No *If no, give reason below*

Offeror acknowledges acceptance of the Town of Paradise Valley 's Scope of Work and takes no exceptions.

☐ Yes ☐ No *If no, give reason below*

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes_____, No_____.

If yes, please provide details and documentation of the certification.



APPENDIX

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APPENDIX A

Town of Paradise Valley Documents

The Town of Paradise Valley, Arizona Budgets & Financial Documents can be found at:

<https://www.paradisevalleyaz.gov/262/Budgets-Financial-Documents>

APPENDIX B

CITY ORGANIZATIONAL CHART

