

Town of Barnstable

Request for Proposals

To perform an

Operational Audit

Of the

Town of Barnstable

Administrative Services Department

**(including Finance, Human Resources, Procurement & Risk
Management, Tax Collections and Treasury)**



May 21, 2009

**LAST DATE FOR QUESTIONS: 6/15/09
RFP DUE NO LATER THAN: 6/24/09, 2:00 PM**

This document and any addenda thereto are issued electronically only. It is the responsibility of every bidder who receives this bid and all associated documents to check the Town of Barnstable Bid & RFP System (www.town.barnstable.ma.us) for any addenda or modification to this solicitation, if they intend to respond. The Town of Barnstable accepts no liability to provide accommodation to bidders who submit a response based upon an out of date solicitation document. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

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SECTION I. INTRODUCTION AND BACKGROUND

The Purchasing Agent of the Town of Barnstable on behalf of the Town Manager is soliciting responses from qualified individuals or firms to perform an operational audit to review the day-to-day operations of certain Divisions within the Barnstable Administrative Services Department, including Finance, Human Resources, Procurement & Risk Management, Tax Collector and Treasury. This Request for Proposal is being issued as a result of an on-going review of various town operations to assess the efficiency and effectiveness of the delivery of services.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, and all contracts must be strictly awarded in accordance with the requirements of the Request for Proposal. The Town has no discretion under the law to consider proposals that fail to comply with those requirements, except for minor informalities as permitted by MGL Chapter 30B Section 5(f). If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request.

BACKGROUND INFORMATION

The Town of Barnstable

The Town of Barnstable is located on Cape Cod and was incorporated in 1639. The Town has an annual year-round population of over 48,000 (2000 Census) and approximately 125,000 - 150,000 seasonal residents. The average per capital income of the residents of Barnstable is \$46,811 (2000 Census). Of the residents over age 25, approximately 88.7% have a high school degree, and 28.1% have a bachelor's degree or greater. The Town encompasses an area of 64.1 square miles and consists of seven distinct villages: Barnstable, Centerville, Cotuit, Hyannis, Marstons Mills, Osterville, and West Barnstable. It serves as the County Seat for Barnstable County. The Town of Barnstable is located approximately 65 miles from Boston and approximately 75 miles from Providence.

The Town of Barnstable serves as the commercial center for Cape Cod. It houses the main hospital, regional social service agencies, the superior court, county jail, and the regional shopping mall to name a few. The town functions under a Council-Manager form of government, with a charter-supported strong Manager, and thirteen Town Councilors elected by precinct. The Barnstable Town Council is the legislative and policy-making branch of the town government. The council develops, adopts, and enacts policies and ordinances, which it believes promote and enhance the general welfare of the town.

OVERVIEW – OPERATIONS TO BE AUDITED

FINANCE

This operation includes oversight for all financial transactions of the Town including the School Department and enterprise fund operations. The operation interacts with all departments and many outside organizations, including Federal and State granting agencies, the State Department of Revenue and Department of Elementary and Secondary Education, vendors, financial institutions, insurance agencies, civic associations,

the citizenry and independent auditors. The operation also offers staff liaison support to the Comprehensive Finance Advisory Committee. The responsibilities of the operation include:

- General ledger maintenance
- MUNIS system training
- Accounts payable processing
- Encumbrance processing
- Audit coordination
- Fixed asset inventory and reporting
- Monthly and annual financial reporting
- Grant monitoring and reporting
- Budget preparation
- Budget monitoring
- Cost of service analysis
- Capital improvement program development
- Short and long range financial forecasting
- Cost/benefit analysis
- Special projects

The Finance Division consists of seven full time positions as follows:

1. Director of Finance - The Director of Finance is the Chief Financial Officer of the Town. This position performs professional administrative, supervisory and technical work in monitoring and directing all financial management operations of the Town; including all municipal and school financial operations. It is responsible for ensuring all financial transactions of the Town are in accordance with all applicable federal, state and local ordinances and regulations; that financial resources are adequately safeguarded; and that resources are utilized as effectively as possible. It is also responsible for financial planning, coordination of all financial activities within the Town and for making recommendations to the Town Manager and School Superintendent concerning financial policies and practices. The position serves as the Town Accountant.
2. Assistance Director of Finance - Professional administrative, supervisory and technical work in assisting in the preparation of annual operating and capital budgets for the School Department. Responsible for the daily, weekly, monthly and annual financial reporting and financial analysis as it relates to the school department. Responsible for ensuring all financial transactions of the School Department are in accordance with all applicable Federal, State and Local Laws, bylaws, and regulations; that financial resources for the School Department are adequately safeguarded; and that school resources are utilized as effectively as possible. Responsible for the financial planning and coordination of all school department related financial activities within the Town and for making recommendations to the Director of Finance concerning financial policies and practices.
3. Comptroller - Professional position responsible for providing leadership and technical guidance for the town's auditing and accounting operations. Oversees and manages the Town's financial reporting system; directs and/or coordinates month end and year end closing of town budgets and accounts; assists in the coordination of the preparation of the Town's Comprehensive Annual Financial Report; monitors town wide budget; supervises accounting activities of departments to ensure that the town is in compliance with the budgetary procedures. Supervises all internal financial auditing activities. Directly supervises Accounting Officer.

4. Accounting Officer - Administrative, technical, supervisory and data entry work in the maintenance and processing of the Town's accounting records including the school department. Directly supervises the Accounts Payable Staff Auditors.
5. Financial/Budget Analyst - Professional position responsible for assisting in the annual budget preparation. Performs detailed analytical work in the areas of budgets, finances, economic impacts and program operations.
6. Staff Auditor – Accounts Payable (2 positions) - Position requires administrative, technical and research skills in support of accounts payable operations.

HUMAN RESOURCES

Staffing:

When a vacancy occurs or a new position is created, Human Resources will insure the accuracy of the current job description, that all relevant employment laws are followed, and that each position is filled with the most qualified applicant. The department will also strive to recruit a diverse applicant pool.

Responsibilities of the Human Resources Department include:

- creating/revising/updating job descriptions
- receipt and processing of all relevant paperwork
- composing, posting, and tracking of vacancy announcements
- external and internal recruitment efforts
- development and review of selection criteria
- preparation of interview package and review of hiring package
- insuring compliance with applicable state/federal laws and regulations
- maintaining teacher certification database

Benefits:

The offering of a comprehensive benefits package is one of the most important tools in the recruitment and retention of talented and motivated employees. The administration of these benefit programs is comprised of two distinct areas. The first area is that of benefit maintenance, including the paying of bills and the processing of paperwork. The second area is that of benefit research, development, and implementation. Due to the increasing costs of employee benefit programs, Human Resources must closely review and analyze every existing program and complete a thorough cost/benefit analysis before any new or revised program is introduced to the Town. Examples of employee benefits include:

- health, dental, and life insurance
- long and short-term disability
- flexible spending accounts
- employee assistance program (EAP)
- deferred compensation
- workers compensation and unemployment compensation administration
- pre-employment testing (drug, alcohol, physical and skill-set tests)
- new employee orientations

Compensation:

Maintaining a competitive and equitable compensation system is critical to the recruitment and retention of qualified employees. All positions are described with accurate job descriptions that reflect their responsibilities, lines of authority, education and experience requirements, and overall complexity. These job

descriptions also establish a baseline for recruitment and fair compensation. Uniform and equitable pay plans have the effect of insuring that employees are compensated at rates comparable to like organizations in similar labor markets. The Town's pay plans take into account changes in cost of living and budgetary constraints.

Collective Bargaining:

The goal of collective bargaining is to create an environment where supervisor and employee issues can be addressed and where changes can be implemented through negotiations. The Town of Barnstable administers six municipal and eight school collective bargaining agreements, covering over 90% of the Town's workforce. Human Resources has the following responsibilities in the area of collective bargaining:

- mediation and conflict resolution
- union contract interpretation
- grievance processing
- arbitration hearings
-

Employee Relations/Training:

Providing training and morale-building events help foster an effective and productive workforce. To that end, Human Resources coordinates a variety of employee recognition programs. These programs include an ice-cream social and employee appreciation luncheons. The establishment of comprehensive training programs helps keep employees current with important workplace issues as well as assisting with individual professional development. Human Resources has also been responsible for implementing training in the following areas:

- sexual harassment/illegal harassment
- conflict of interest/ethics
- performance appraisal/documentation
- workplace violence
- diversity
- labor/management issues

In addition, the division is responsible for the administration of various union and non-union education incentive programs. These programs allow employees to further their education and training.

Workplace Diversity/Compliance:

The Town of Barnstable is required to review and revise its Affirmative Action and Minority/Women Business Enterprise plans annually. To do so, assistance and consultation is provided to all Town and School departments so that Equal Employment Opportunity data can be collected and analyzed and problem areas can be identified. To insure that legal requirements applicable to affirmative action are disseminated to all levels of employees, numerous workshops and training programs are utilized to orient and educate employees, supervisors and senior management. Periodic reports to local, state and federal agencies and commissions are required. Local outreach programs to minority and women's organizations are also utilized, and every good faith effort will be made to eliminate underutilization of eligible minority and female employees and applicants.

The Human Resources Department consists of seven full time positions as follows:

1. Director of Human Resources - Administrative, technical and professional work in directing and supervising the personnel systems of the Town of Barnstable, including the School Department, in the areas of compensation, recruitment, selection, labor relations, benefits administration, and training; all other related work as required.

2. Assistant Human Resource Director - Administrative, analytical assessment and development work in assisting the Director of Human Resources in personnel administration with emphasis on wage and salary administration, job evaluation, classification, recruitment, training and personnel policy analysis; all other related work as required.
3. Human Resource Coordinator - Administrative, analytical assessment and development work in assisting the Director of Human Resources in personnel administration with emphasis on wage and salary administration, job evaluation, classification, recruitment, and personnel policy analysis with particular focus on the School Department; all other related work as required.
4. Benefits Administrator - A professional level position which provides support to the Director of Human Resources in an administrative and management capacity. Administers all employee and retiree benefit programs. Manages worker's compensation and unemployment claims for all town and school employees and recommends safety programs to Director. Recruits and maintains the Town's temporary clerical pool. Maintains and calculates bonus awards for longevity, sick leave incentive, and safety incentive. Also coordinates annual sick leave bank enrollments and tracking. Performs all other related work as required.
5. Administrative Assistant - Clerical and administrative support in assisting the Director of Human Resources and Human Resources Coordinator. Performs all other related work as required.
6. Benefits Assistant - Record keeping and administrative work in support of the needs of the Benefits Unit of the Human Resources Division; coordination of office communications; all other related work as required.
7. Principal Assistant - Moderate to difficult bookkeeping, recordkeeping and administrative work supporting the needs of the Human Resources Department; coordinates office communications; all other related work as required.

PROCUREMENT & RISK MANAGEMENT

Procurement

The Chief Procurement Officer is responsible, under Massachusetts General Law, for compliance with the policies and procedures of the Commonwealth of Massachusetts. That responsibility extends to the compliance with the Municipal rules and regulations involving procurement. The Purchasing Agent provides the day to day support to the procurement activities by researching, writing and administering the bid and RFP process for the different Town and School departments. Other activities within the procurement function include state mandated involvement in the disposal of surplus equipment, compliance with state and federally mandated buy recycled programs, county and inter-municipal purchases, and representation of the Town during State contract development. In addition, the Town procedures mandate that the Purchasing Agent reviews every bid over \$10,000 prior to advertising and only the CPO can administer the Request for Proposal process.

Risk Management

The Chief Procurement Officer also acts as the Towns Risk Manager and oversees the administration of the Insurance policies the Town maintains for Property Casualty, Liability, automobile, buildings, liability and vehicles. Employee Health insurance is handled through Human Resources. In addition, certain specialty insurance policies carried on behalf of the school department and the Airport are managed and renewed through this office. While the Legal Department handles the front line administration of claims, this department is the point for general questions regarding insurance issues. The Asset Management Coordinator maintains lists of town buildings, vehicles, boats and other insurable assets.

Contract Compliance

The Contract Compliance Officer ensures that the Town and Schools award construction and design contracts in compliance with State and Local regulations regarding the use of Minority owned and Women owned businesses. Certified payrolls for qualifying jobs are collected and compiled in accordance to procedures. Quarterly reporting to SOMWBA is made to demonstrate the Town compliance with State regulations. In addition, coordination with the Department of Public works to surpass the stated goals and provide other minority owned companies with the opportunity to win municipal contracts is a constant goal. This function is performed on an overtime basis by the Purchasing Agent.

Property Management

The management of property owned by the Town is a decentralized function. In light of the needs of the Town to better manage the important area of property management, the Growth Management office assumed the leadership role in the management of certain property related issues. However, this office continues to monitor existing leases for Town owned properties as well as the Lombard Trust and Sandy Neck cottage leases. Through the procurement function we assist Growth Management in the disposition of property through lease or sale and we play an active role in working with tenant issues.

The Procurement & Risk Management Department consists of three full-time positions as follows:

1. Chief Procurement Officer – Administrative and supervisory work in connection with the management of Town assets, purchase of all materials, supplies, services and equipment for the Town and schools; ensures the Town's adherence to legal requirements and ethical standards in regards to purchasing statutes; administers and oversees insurance policies held by the Town including property, casualty, liability, and schools; actively works in negotiating, preparing and administering leases for Town owned properties in conjunction with the Legal division; performs related work as required.
2. Purchasing Agent (Contract Compliance Officer) - Administrative and supervisory work in connection with the purchase of all materials, supplies and equipment, and the contracting of services for the Town including schools; ensures the Town's adherence to legal requirements and ethical standards; all other related work as required. Contract Compliance Officer duties include the administrative and supervisory work in connection with the management, oversight and state reporting for the Town of Barnstable Minority and Woman Owned Business Enterprise Plan.
3. Insurance and Asset Coordinator - Administrative work in connection with the inventory and tracking of all town owned assets. Maintains a perpetual inventory of assets to include all information necessary for insurance and financial reporting requirements. Performs general office duties and procurement assistance to support Purchasing and Property Management function.

TREASURY

The Town of Barnstable Treasurer's Office is responsible for the production and distribution of the Town of Barnstable's weekly, bi-weekly and monthly payrolls. Coordinated by the Treasurer's Office is the distribution of employee deductions including:

- Wage garnishment
- Federal and State withholding
- Employee deferred compensation withholding
- Health, Dental, Life Premiums
- Employee Flexible Spending account contributions
- Union/Association dues
- Workmen's Comp

- Retirement deductions

The Town and School are consolidated. Approximately 1,600 employees are paid on a bi-weekly basis and approximately 530 on a weekly basis. Also, approximately five hundred (500) Accounts Payable checks are produced and distributed through this office on a weekly basis.

Cash and non-cash payovers are received on a daily basis and are entered into the general fund MUNIS accounting system. A total of approximately fifteen million dollars (\$15,000,000) per month is collected via 350 payovers on average.

The Treasurer's office manages all of the Town's cash and debt obligations and delinquent tax collections and plays a principal role in municipal borrowing, managing real estate tax title accounts and superintends tax foreclosure proceedings. Town and District receivables, including interest, penalties and payments are maintained. There are eighty five (85) tax possession properties and one hundred ninety (190) real estate tax title accounts with a principal only balance due of six hundred and forty thousand dollars (\$640,000).

The chief control tool is the division of responsibilities among various departments and employees. This division is maintained largely through the use of MUNIS accounting software and departmental workflow.

The Treasurer maintains custody of all municipal funds and possesses responsibility for the deposit, investment and disbursement of these monies. We control and reconcile fifty (50) banking and institution accounts. Four cashbooks are maintained: Primary, Investment, Escrow and Trust Funds. There are thirty two (32) individual trust funds. The average balance of these accounts totals approximately one hundred twenty six million dollars (\$126,000,000).

The Treasurer is responsible for the issuance of short and long-term municipal debt. The debt service payments currently due for fiscal year 2010 is seventeen million eight hundred sixty dollars (\$17,860,000).

The Treasurer's office employs six full time staff as follows: There are three Staff Auditor-Payroll positions, a Staff Auditor-Cash Receipts position, an Assistant Treasurer and a Treasurer.

1. Town Treasurer - Administrative, professional, financial, and supervisory work involving the receipt, expenditure and custody of municipal funds, the borrowing of money and investment of town funds. Manages payroll and cash receipt function for entire town including the School Department. Administers the tax title, tax foreclosure and deferred tax accounts. Oversees all debt related activity including the issuance and payment of bonds; all other related work as required.
2. Assistant Treasurer - Under the general direction of the Town Treasurer performs functions requiring administrative, technical, and supervisory skills. Responsibilities include custodianship of all financial assets of the Town. Manages monies of Town General, Enterprise, Trust and Escrow Funds to obtain maximum cash availability, yield and protection. Production of the town and school payrolls. Reconciling all bank accounts, analysis of cash flow and issuance and payment of debt. Collection of delinquent taxes and receivables. Insures compliance with all Federal, State applicable laws.
3. Staff Auditor – Payroll (3 positions) - Position requires administrative, technical and research skills in support of payroll operations; all other related work as required.
4. Staff Auditor – Cash Receipts - Position requires administrative, technical and research skills in support of Finance Division operations; all other related work as required.

TAX COLLECTION

The Town Collector is an elected official who is responsible, according to Massachusetts General Laws, for the collection of accounts due and payable to the Town of Barnstable.

The receipts collected are paid over to the Town Treasurer, the five Fire District Treasurers, and the Hyannis Main Street Business Improvement District (BID) weekly with the appropriate accounting reports. Legal documents are prepared for Municipal Lien Certificates and betterment discharges and tax taking for unpaid real estate taxes.

The Town Collector's Office has two primary functions:

Customer Service Activity: This activity involves providing information to taxpayers, mortgage companies, attorneys and the general public by telephone and in the Collector's office regarding all tax accounts and providing general information relating to the Town of Barnstable. Another facet is the preparation of municipal lien certificates showing the status of real estate for banks, attorneys and taxpayers when property is sold or refinanced. Certificates of discharge are prepared when road, sewer, water, and Title V septic betterments are paid in full so the betterment lien can be removed from the deed at the Registry of Deeds.

Billing and Collection Activity: This activity centers upon the timely collection of real estate and personal property tax bills. After many years of semi-annual tax billing, the Town of Barnstable adopted quarterly billing in the fiscal year 2006, which would provide a more even cash flow for the Town and increased earnings. Motor vehicle excise tax bills are mailed at various times of the year based upon information supplied by the Registry of Motor Vehicles. Demand bills are issued for unpaid taxes as needed throughout the fiscal year. Many other bills are processed such as quarterly sewer usage bills, sewer, road, water and septic betterments, boat excise tax and BID assessments. Deposits are made on a daily basis and the pay over process is made to the Town, Fire District and BID Treasurers weekly.

The Town Collector's Department consists of five (5) full-time positions as follows:

1. Town Collector – responsible administrative and supervisory work in calculating, mailing, and collecting real estate property revenues levied in accordance with assessed valuations governed by Massachusetts General Laws and statutes, Town regulations and local ordinances; also responsible for issuance of motor vehicle excise, boat excise, BID assessments, and all accounts due and payable to the Town of Barnstable. Initiates legal procedures if necessary. Works in daily contact with various Town departments, banks, mortgage lenders, attorneys, Fire District Treasurers, BID Treasurer, etc. Plans, directs and coordinates policies and procedures for the issuance and collection of tax bills set forth in the warrant prepared by the Board of Assessors for real estate, personal property, motor vehicle excise, boat excise betterment assessments, etc. Assures that the tax commitment records prove with the assessing records. Monitors transactions of department to insure efficiency and courteous treatment of the public. Supervises the deposit of tax receipts, assesses interest for delinquent payments in accordance with the Commonwealth of Massachusetts statutes, authorizes refunds for overpayment, abatement or exemption of taxes and issues municipal lien certificates. Responds to citizens request or complaint by providing appropriate information and research as needed. Prepares reports to the Treasurer for certification of subsequent tax title accounts. Prepares notice of tax taking, advertisement and instrument of taking and has the attorney record the instrument of taking at the Registry of Deeds. Process Lockbox and Ebill electronic payments and do wire transfer of funds.

2. Assistant Town Collector: Works under the general direction of the Town Collector. During peak collection time assists with taking payments over the counter and processing payment batches. Pays the bills as they are due for the office and has contact with the Finance department on a regular basis. Responsible to carry on the duties of the Town Collector in absence thereof.

3. Collection Assistant: Responsible for over-the-counter revenue collections. Processing payments and balancing payment batches. Good customer service skills necessary to work with public. Responsible for producing municipal lien certificates and certificates of discharge for betterments.

4. Principle Division Assistants (2 positions): Work under the direction of the Town Collector in proofing deposits, payment batches and very detailed work. Process payments received in mail with data entry, process returned checks, answer telephone, assist in problem solving and information for customers. Work with many interruptions and distractions. Keep daily record of transactions and transform to weekly record. Pay over process to the Town Treasurer done accurately on a weekly basis.

The Town Collector's office is a very busy office and we have reduced our staff by two (2) employees in the last year in order to help with budget issues. The quarterly billing has created a heavier workload on all employees; however, using a Lockbox service and on-line bill payment has been a great help.

SECTION II. KEY DATES FOR THIS PROPOSAL

Key dates for this Proposal

5/25/2009	RFP available on the Town of Barnstable Bid & RFP System, www.town.barnstable.ma.us
5/26/2009	Advertised in the Cape Cod Times
6/15/2009	Last day for written questions due to Purchasing Agent
6/24/2009	Proposals Due, no later than 2:00pm Purchasing Agent's Office
Week of 7/13/09	Optional Interview period
Week of 7/20/09	Award Notification
Approx. 8/1/09	First Day to commence contracted work

SECTION III. PROPOSAL INSTRUCTIONS

A. INSTRUCTIONS TO PROPOSERS

1. The Town may cancel this RFP, in whole or in part, or may reject all proposals submitted in response, or may procure only some goods and/or services outlined in this RFP whenever such action is determined to be fiscally advantageous to the Town or if it is otherwise in the best interest of the Town.
2. The Town may request that supplementary information be furnished to assure the Town that a proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.
3. Required forms are provided by the awarding authority in the appendices attached. All proposals shall be in ink or typewritten and must be presented in an organized and clear manner.
4. Questions or clarifications rising from these documents shall be submitted to the Town Engineer in writing. They must be submitted in accordance with Section II "Key Dates for This Proposal".
5. Each proposer shall acknowledge receipt of any and all addendum issued to the Request for Proposal by so indicating in the Cover Letter/General Response. Failure to do so shall be cause to reject the proposal as being unresponsive.
6. The proposer shall sign the proposal correctly in ink or in the case of an organization, firm, partnership or corporation, a person having the legal authority from said organization to sign the proposal will sign the document.
7. Proposers may correct, modify or withdraw the original proposals on or before the date and time as stated in the "Legal Advertisement". Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the

- vendor. Any late correction or modification to the proposal will not be accepted. A proposer who wishes to withdraw a proposal must make a request in writing.
8. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to his/her proposal.
 9. It is understood that the firm/individual's Proposal to the Town to provide said services and products will remain valid for 90 days past the submission deadline.
 10. The proposer's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over proposal/purchase shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.
 11. It is understood that the proposer has submitted the Proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process. See Certificate of Non-Collusion attached (Appendix A).
 12. All costs involved in preparing the Proposal will be borne by the vendor; the Town, will not be liable for any costs associated with the creation of the Proposal. The proposer shall be familiar with all state, local and other laws relating to this type of work and shall obtain all permits required and shall pay all expenses for same.
 13. All responses are to include a statement that the Proposal is in accordance with this Request for Proposal and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.
 14. Proposals, which are incomplete, conditional or obscure, will be rejected. No award will be made to any proposer who cannot satisfy the awarding authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The awarding authority's decision or judgment on these matters shall be final, conclusive and binding.
 15. Any proposal received after the date and time stated in the "Legal Advertisement" will be deemed "non-responsive" and shall not be opened. Unopened proposals will be returned to the proposer.
 16. The evaluation of the Non-Price Proposals will be conducted by a committee appointed by the Town. The judgment of the evaluators will be based upon the evaluation criteria set forth in this RFP and shall be final.
 17. The Non-Price Proposals will be opened on the date and at the time stated in the "Legal Advertisement" the name of the person or organization submitting a proposal will be read and recorded. The contents of all proposals will be opened privately and not be disclosed to the public or competing proposers until the evaluation process is completed. A register of proposals will be completed indicating the name of the proposer. This register may be viewed upon request. The names of the witnesses will also be recorded. The Price Proposals will be opened only after the evaluation has been completed.
 18. Any contract resulting from this RFP shall be awarded to the proposer whose Proposal is deemed to be the most Highly Advantageous to the Town. The Evaluation Committee will be the sole judge in determining whether a vendor's proposal satisfies the requirements of this RFP and whether or not the Proposal will prove advantageous to the Town. The

selected vendor will be under contractual agreement to the Town per the attached contract document and Operating Agreement.

19. Response to this Request for Proposal acknowledges the vendor's acceptance of all sections and requirements of this document. The Request for Proposal will be written into the successful firm/individual's proposal as part of the system contract. If the consultant's proposal does not comply with the requirements of this request for proposal, or if an item is not understood in anyway, a copy of that section of the request for proposal must then be included in the proposal and all its copies clearly stating the deviation, additions, or other comments.
20. Services provided by the successful proposer shall be rendered through the Town's standard contract for CONSULTANT services; the successful proposer will not be considered an employee of the Town and will not receive any benefits of an employee.

B. PRE-PROPOSAL CONFERENCE

There will not be a pre-response conference for this RFP.

C. QUESTIONS AND CLARIFICATIONS

Questions requiring clarification shall be submitted in writing or faxed to the Purchasing Agent prior to the date indicated in Section II, KEY DATES in order to afford the Town adequate time to respond with a correction or additional information prior to the deadline for submission of proposals. Should it be found necessary, a written addendum will be incorporated into the RFP and will become part of the contract. Those who have received a copy of the RFP will be notified of such changes.

D. NOTIFICATION OF AWARD

All proposers will be notified of the selection decision within 45 days of the date proposals are due to the Town unless otherwise notified by the Town. In no case will the award be made beyond 90 days unless the vendor agrees to extend the period of time in which the proposal is valid.

E. OPERATING AGREEMENT

This Request for Proposal, as well as the selected firm/individual's proposal, and any addenda to that proposal, will become part of the final contract.

The contract shall be subject to **force majeure** considerations and in the event that either party hereto shall be prevented from the performance of any act required there under by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party in performing any obligations shall be excused for the period of the non-performance, and the period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the Municipality. In the event that the extension is not possible, the provider may be required to rebate the Municipality a portion of the fee.

It is agreed, however, that since the performance dates of this contract are important to the implementation of the requested services, continued failure to perform for periods aggregating thirty (30) or more days, even for causes beyond the control of the Consultant, shall be deemed to render performance impossible, and the municipality shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Contract."

F. INSURANCE REQUIREMENTS

1. **Indemnification** - Contractor will indemnify and hold harmless the Town of Barnstable and its employees against any and all claims for damages on account of bodily injury, including death, property damage, personal injury, and advertising injury by any act or omission due to negligence of the Contractor, subcontracts, its agents, or employees to any property of or under the control of the Town of Barnstable during the term or any extension of the resultant agreement, and in case of any action or actions or other legal proceedings shall be brought or instituted against the Town of Barnstable on account of any such claims, Contractor shall indemnify and hold harmless the Town of Barnstable. However, should the claim be due to the negligence of the Town of Barnstable and/or its employees, Contractor shall be held harmless.
2. **General Insurance** - The Contractor shall, before commencing performance of the contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies acceptable to the Town of Barnstable. All such insurance carried should not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. Under all insurance coverage, required or not required by the Town, the Contractor shall indemnify, and hold harmless the Town of Barnstable, its elected or duly appointed offices, directors and employees against any claim based upon negligent, accidental or intentional acts or omissions of the contractor, its employees or its agents in providing its services to employees of the municipality or their dependants pursuant to the agreement.

With the exception of Professional Services Liability for architects, designers and engineers, and Worker's Compensation, the Town of Barnstable and its employees must be named as an additional insured and a certificate of insurance will be provided indicating such for each of the insurance policies or surety bonds obtained pursuant to the requirements established by the issuance of the contract. Upon execution of the contract the Contractor will provide copies of certificates of insurance to the Town of Barnstable, Procurement & Risk Management.

Failure to provide and continue in force such insurance as aforesaid may be deemed a material breach of this contract, and may constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the Contractor. Annually, at time of vendor's policy renewal, updated insurance certificates shall be sent to the Town of Barnstable.

No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Barnstable at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice, and which shall be sent out by registered mail, return receipt

requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, and/or the successor in interest of the Contractor.

All insurance coverage shall be placed with such company as may be acceptable to the Town of Barnstable and shall constitute a material part of the contract documents.

3. Comprehensive General Liability Insurance

The Contractor shall carry Commercial General Liability Insurance with an each occurrence limit of liability no less than One Million Dollars (\$1,000,000.00) and a general aggregate limit of liability no less than Two Million Dollars (\$2,000,000.00); and a Products/Completed Operations **(as may be required)** Aggregate limit no less than Two Million Dollars (\$2,000,000.00) for all injury and damages to or destruction of property during the policy period.

4. Automobile Liability and Property Damage Insurance

The Contractor shall carry business Automobile Liability Insurance covering all owned vehicles with a combined single limit no less than One Million Dollars (\$1,000,000.00) to cover all damage caused by contracted employees of the awarded Contractor. Level of insurance must adequately cover the liability exposure of project site and is subject to Town of Barnstable Risk Manager approval.

5. Workers' Compensation Insurance

The Contractor shall carry Workers' Compensation Insurance as required by Massachusetts General Law, c. 152, and Section 25, with a minimum limit of Employer's Liability as per Massachusetts General Law requirements.

G. MONITORING

On a regular basis, appropriate members of Town may review the firm/individual's operations and inform the firm/individual if there are any issues associated with the service provided by the firm/individual. In light of serious infractions, illegal activities, or potential harm to the environment, the Town Manager, Assistant Town Manager, or designees will have the authority to cease any and all proposer operations at any time.

H. INTERVIEW

After their review of the Consultant's technical proposal, the RFP Evaluation Committee may interview the consultants. Proposers whose submittals are determined to be not advantageous or that did not meet the minimum requirements will be eliminated for further consideration and will not be interviewed.

In accordance with those interviews, the RFP Evaluation Committee will then rank those finalists and make a recommendation of award to the Town Manager as the awarding authority on this project, subject to the satisfactory negotiations of the plan of services and fee. If the Town Manager, or designee, is unable to negotiate a contract, including any modifications to the fee, with the top-ranked finalist, the Town Manager, or designee, will then commence negotiations with the next ranked finalist and so on, until a contract is successfully negotiated and approved by the Town Manager.

Reimbursement for expenses incurred for this interview will not be forthcoming to either the awarded Contractor or any other candidate asked to be interviewed. The Town of Barnstable reserves the right to change the interview period or to extend the dates during which interviews may be undertaken.

I. LICENSES AND PERMITS (if applicable)

The proposer is responsible for attaining and holding in good standing all relevant licenses and certificates associated with the completion of these services. Evidence of these requirements is to be made part of the proposal. If a permit is not currently held or the application process is pending, the Consultant should indicate such. The Town reserves the sole right to decide if the contract may be awarded to the Consultant despite the failure to produce the actual permits or copies thereof. Licenses and permits must be held in force throughout the terms of the services as contracted.

The firm should be experienced with Massachusetts Public Procurement and Construction Laws and Procedures as well as any other relevant laws, regulations or policies involving property assessment. The names of the CONSULTANT's key specialists must be submitted along with their resumes. The Consultants listed shall attend the interview. A preliminary schedule for project should be included in the submittal.

J. MISCELLANEOUS INFORMATION

All information acquired by the firm/individual from the municipality or from others at the expense of the municipality in performance of the agreement, shall be and remains the property of the municipality. All records, data file, computer records work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the proposer for delivery to the Town shall be and remain the property of the Town.

The firm/individual agrees that he will use this information only as required in the performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, nor copy, nor reproduce the same in any form except pursuant to the sole written instructions of the Town.

K. FUTURE WORK

Any work outside of the contract resulting from this RFP must be negotiated and agreed to by both parties, in writing prior to the work commencing. The value of the contract may not exceed 25% of the base contract price as allowed by Chapter 30b of the laws of the Commonwealth of Massachusetts.

L. MINORITY OR WOMAN BUSINESS ENTERPRISE PARTICIPATION

Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) are strongly encouraged to submit proposals in response to the Request for Proposal (RFP). For the purposes of this RFP, the term MBE or WBE shall mean a vendor who is certified as a minority business enterprise by the State Office of Minority and Women-Owned Business Assistance (SOMWBA), and who is certified at the time the vendor's proposal is submitted.

All minority owned businesses are encouraged to apply for SOMWBA certification. For further information on SOMWBA qualifications, or access to SOMWBA vendor lists, contact the State Office of Minority and Women-Owned Business Assistance at (617) 727-8692

The Town of Barnstable will require Consultants and subcontractors involved in local municipal projects to abide by the Equal Opportunity Anti-Discrimination Program guidelines below, which form a part of the contract generating from this RFP.

**EQUAL EMPLOYMENT OPPORTUNITY
ANTI-DISCRIMINATION PROGRAM**

During the performance of this contract, the Consultant and all of (his) Sub-Contractors (wherein after collectively referred to as the Consultant), for himself, his assignees, and successors in interest, agree as follows:

The Consultant, in the performance of all work after award and prior to completion of the contract work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors, or in the procurement of materials and rentals of equipment. Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B)

The Consultant by signing the contract offered by the Town agrees to abide by the above paragraph to the best of his/her ability.

SECTION IV. PROPOSAL REQUIREMENTS

A. MINIMUM REQUIREMENTS

The Evaluation Committee shall reject proposals which do not meet the following certain minimum requirements:

1. Minimum of three years experience in providing relevant consulting services to other Massachusetts municipalities.
2. The proposal must be from an established business, corporation, partnership, firm or individuals who normally furnish such services as the principal business for which the corporation or firm is formed. A description of the business including a list of clients (does not have to be complete list; sample is acceptable) and number of employees is required.
3. Possess all necessary current licenses and registrations, either within the firm or through independent consults, to qualify under Massachusetts law to perform the function of the CONSULTANT.
4. Not be debarred under M.G.L., chapter 149, section 44C or disqualified under M.G.L., chapter 7, section 38D.
5. All proposals shall be submitted to Procurement & Risk Management as stated in “Legal Advertisement”- Appendix E. Each proposal shall be in SEALED envelopes, clearly marked on the outside of the envelope to indicate the contents, and the name and address of the proposer. Sealed Non Price Proposals must be submitted in a separate, sealed envelope from the Sealed Price Proposal.
6. The proposal must be received in Procurement & Risk Management before the deadline for receipt of proposals as stated in Section II, KEY DATES, and must be complete (must include or address all items specified in Section VI -- Proposal Submission Requirements).
7. The proposer must have signed both the Certificate of Non Collusion (Appendix A) and the State Taxes Certification Clause (Appendix B) and include them in the proposal package.
8. The proposal must be signed by an agent of the company who has authority to bind the company to a firm bid price.
9. All responses are to include a statement that the Proposal is in accordance with this Request for Proposal and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.

B. STAFFING REQUIREMENTS

1. The Proposer must set forth the staffing to be utilized for this service.
2. If the proposer is an individual who intends to do the entire work themselves without any additional staff they must indicate the full extent and nature of any other projects or work they are currently engaged in during the time of the project work.
2. Each individual, their duties, the number of days each will spend providing this service must be broken down into the following categories:

Name

Relevant experience and credentials
Work Assignment
Responsibilities

3. Consultants must be prepared to contractually commit all individuals as submitted in their proposal, to this service. Any deviation from the proposed individuals will constitute a breach of agreement to any contractual agreement, which may result from this Request for Proposals.
4. Should it become impossible for a contractually committed individual to complete his duties, for a reason such as termination of employment, any change will in the CONSULTANTs staffing as outlined in the proposal will be subject to the approval of the Town. The Project Manager shall notify the CONSULTANT within fifteen (15) business days of the acceptance or rejection of any such staff substitutions. Any substituted person must be of an experience level equal to or greater than the person being replaced unless approved by the Town.

C. TECHNICAL SCOPE OF SERVICES

The contracted vendor will be required to perform a timely and comprehensive operational audit of the Town of Barnstable Administrative Services Division, including Finance, Human Resources, Procurement & Risk Management, Tax Collections and Treasury. Assessing is also part of the Finance Division, however, is not included in this audit. The audit is not an evaluation of individual job performance. The submitted proposal should include a program that sets out, in writing, the services the consultant will provide in the operational audit with a detailed outline of the proposed audit process and a timeline for completing the audit. Following are items that should be specifically addressed in the proposal submitted by the potential consultant. The listing of items below should not restrict a proposer from including other areas. The operational audit should focus on but not be limited to the following:

1. Effectiveness, efficiencies and economy of operations
2. Policies, procedures, and philosophies
3. Data collection, input, management
4. Electronic data management systems
5. Reliability and integrity of financial and operational information
6. Staffing Levels (not a staff evaluation)
7. Inquiry Processing
8. Web Site analysis
9. Customer Service Levels
10. Review centralized versus decentralized processing
11. Review of internal control procedures and documentation
12. Review organizational structure and staffing
13. Review computerized system (including Munis)
14. Benchmarking with other Massachusetts communities
15. Establish “best practices” with recommendations for implementation

Review Finance Division core functions as follows:

1. Procurement
2. Risk management

3. Payroll
4. Cash receipt processing
5. Cash management
6. Debt management
7. General ledger management
8. Internal financial reporting
9. External financial reporting
10. Budget development (CIP and operating)
11. Long range forecasting
12. Financial analysis
13. Invoice processing
14. Grant management
15. Asset acquisition and disposal
16. Tax and utility billing
17. Tax collections

The Audit Objectives include the following:

1. Process improvement
2. Eliminate bureaucracy
3. Organize around results
4. Be done in one
5. Simplify the process
6. Reduce cycle time
7. Dissolve boundaries
8. Increase efficiencies
9. Identify areas of improvement
10. Promote areas of success

The Final Audit Report

A final report will be required that details the findings and recommendations resulting from the operational audit. The report must be presented with an executive summary followed by a full report that addresses all of the issues outlined in this RFP and in the resulting Proposal from the contractor who is offered the contract. The audience for the executive summary should be anticipated to include the Town Manager and Department Heads. The executive summary may also be posted on the Town of Barnstable Website and should be submitted as a PDF file for use with Adobe Acrobat software. This executive summary should also be seen as the basis for the public presentation when/if such a presentation is requested.

In addition to the final Audit Report, the contractor will be required to submit all supporting documentation of their findings and recommendations.

D. PROJECT TIME LINE:

We are estimating that the audit should be completed within sixty (60) days of the date of the contract signing. In their proposal, the consultant must document, in as much detail as possible, the milestones of the audit process and time to complete.

An extension to complete the scope of services beyond 60 days should be clearly stated within the proposal along with a detailed justification.

E. DELIVERABLES

A draft of the final audit report will be submitted to the Town Manager, the Director of Human Resources and the Director of Finance as per the section II Key Dates for this proposal and as described in section IV, C. The Consultant will submit thirty (3) bound copies of the draft report, a single unbound copy suitable for photocopying, and an electronic copy on disk or by attachment to email. The electronic copy must be in a format compatible to Microsoft Word. Two sided copying is expected where appropriate.

The Town will review the draft and submit written comments to be addressed in the final draft, which will be submitted prior to a meeting before the Town Manager.

The consultant should plan on a final meeting before the Town Manager or other body as directed by the Town Manager to present an overview of the final audit report and to answer questions from the Town Manager. There may also be an exit interview conducted with Town staff to help develop a plan for additional work not included in this audit.

The Consultant will submit thirty (30) bound copies of the final report, a single unbound copy suitable for copying, and an electronic copy on disk or by attachment to email in PDF Forma for use with Adobe Acrobat software

F. ADDITIONAL NARRATIVE INFORMATION

1. Summarize what you believe your business offers that is unique from other businesses in this field.
2. Provide at least three (3) references with contact phone numbers from other municipalities whereby similar work has been done.
3. List the anticipated amount of support services and/or documents the Town of Barnstable would be required to provide.
4. Include a statement or documentation on the Financial Stability of the firm.

G. MISCELLANEOUS REQUIREMENTS

Public Relations The Town and the contracted firm/individual shall cooperate in maintaining good public relations throughout the period of this project. The firm/individual may be asked to conduct a public information program that addresses the scope and objective of the project. This would be negotiated directly with the Town through the Project Manager, should the need arise. The business principle or a representative of the firm given the contract may be required to meet privately or publicly with the Town Council to address any concerns or to provide timely updates.

H. FINANCIAL SCOPE OF SERVICES

Total cost for all aspects of the operational audit and required report

Proposer shall specify a total cost for all aspects affecting the operational audit and the creation of the report. The Price Proposal worksheet provided in Appendix C must be filled out and submitted.

Specific additional information concerning the costs associated with operations, expenses the proposer will bear, and any reference to compensation must be included in the price proposal section.

The price proposal must be submitted in a separately sealed envelope and no mention of the pricing portions of the proposal can be mentioned in the technical or non-price portion of the proposal. Failure to meet this stipulation may cause the proposal to be rejected.

I. PAYMENTS

This is a lump sum contract. A mutually agreeable milestone payment schedule will be negotiated between the successful proposer and the Town. Invoices to be submitted to the Finance Director for review and payment.

SECTION V. PROPOSAL EVALUATION

The evaluation process will include each proposal being reviewed by an evaluation committee appointed by the Chief Procurement Officer. Those proposals that meet all of the minimum requirements as outlined in this RFP, and are determined to be both responsive (those that offer all of the services requested in the RFP and contain all of the required information and forms properly completed) and those that are responsible (those with the capability, integrity, and reliability to perform under the contract) will be further reviewed using the comparative criteria outlined in this section.

The committee will use the comparative criterion for each separate rating area, and based upon these criteria, will assign an overall rating to each proposal. Each of the Ten criteria may contain ratings of

Unacceptable
Acceptable
Advantageous
Highly Advantageous

An “Unacceptable” rating in any one of the nine criterions will eliminate the proposal from further consideration.

The Town reserves the right to award the contract to the responsive and responsible proposal which best meets the Town’s needs, taking into account proposal quality and proposal price. If the lowest priced proposal is not selected and has received at minimum a rating of advantageous, the evaluation committee shall explain the reasons for the award in writing to the Chief Procurement Officer, specifying in reasonable detail the basis for determining that the Town should award the contract to a different proposal.

Minimum Evaluation Criteria -- Failure to meet the following minimum evaluation criteria will result in immediate rejection of the proposal.

1. Minimum Requirements: Vendors must meet the minimum requirements as specified in Section IV - A.

Comparative Evaluation Criteria

2. Experience in providing operational audit services. (Documentation is required. Information should include phone numbers and contacts)

Unacceptable – No experience.

Advantageous - The provision of similar operational audit services to less than five (5) municipalities.

Highly Advantageous - The provision of similar audit services to five (5) or more municipalities.

3. Response to Technical Scope of Services (Section IV - C) (not including staffing questions)

Unacceptable - Proposal did not adequately explain all aspects of methodology.

Advantageous - Proposal was adequate, appeared consistent with project intent, and responded to needs expressed by the documents in all areas.

Highly Advantageous - Proposal was very thorough, appeared consistent with project intent, and responded to needs expressed by the documents in all areas.

4. Staffing Requirements (Section IV - C).

Unacceptable - Proposal did not adequately meet requirements of section IV - C.

Not Advantageous - The Staffing information provided may meet the Town's needs, but the plan provided is not clear enough to make a determination.

Advantageous - The Staffing information provided will adequately meet the needs of the Town.

Highly Advantageous - The Staffing information provided shows the vendors commitment to putting their best staff and resources into this project and a willingness to exceed the needs set forth by the Town.

5. Response to scope of work section of RFP (Section IV - C).

Unacceptable - Proposal did not adequately meet requirements of section IV - C.

Not Advantageous - The Scope of work response indicates the vendor may meet the Town's needs, but the plan provided is not clear enough to make a determination.

Advantageous - The Scope of work response provided indicates the vendor will adequately meet the needs of the Town.

Highly Advantageous - The Scope of work response provided shows the vendors commitment to putting their best effort and resources into this project and a willingness to exceed the needs set forth by the Town.

7. Response to Project Timeline:

Unacceptable - Proposal did not address timeline of project.

Not Advantageous - Proposal is vague; Evaluation Committee is unable to determine if it is consistent with time frame requirements.

Advantageous - Proposal was adequate, appeared consistent with project intent, and responded to needs expressed by the documents in regards to timeline for completion of project.

Highly Advantageous - Proposal was very thorough, appeared consistent with and elaborated upon project intent regarding time line, and responded extensively to needs expressed by the documents in all areas in regards to impact on timeline.

8. Demonstrated knowledge of the MUNIS (Tyler Technologies) electronic municipal software operating system.

Not Advantageous – Proposed team does not include anyone with Munis experience and knowledge.

Advantageous – Proposed team includes someone with general Munis experience and knowledge.

Highly Advantageous - Proposed team includes someone with extensive Munis experience and knowledge.

9. Response to Additional Narrative Information and Miscellaneous requirements

Unacceptable - Proposal did not adequately explain all aspects of methodology.

Advantageous - Proposal was adequate, appeared consistent with project intent, and responded to needs expressed by the documents in all areas.

Highly Advantageous - Proposal was very thorough, appeared consistent with project intent, and responded to needs expressed by the documents in all areas.

10. General impression of proposal

Unacceptable - The proposal was not responsive to the written questions in an acceptable manner.

Advantageous - Response is informative, meets criteria for responsiveness. Reviewer feels proposal reflects that provider is able to perform in a manner acceptable to the Town but was not overly impressed by proposals expression of ability.

Highly Advantageous - Response is concise, informative, and highly detailed. Proposal reflects that provider is able to perform in a manner acceptable to the Town. Team is completely convinced about the provider's ability to provide and administer the plan as required by the Town.

SECTION VI. PROPOSAL SUBMISSION REQUIREMENTS

A. SUBMISSION

Two separate sealed envelopes, one containing an original and ten (10) copies of the non-price technical proposal marked “**Administrative Services Division Operational Audit.**” and one containing an original and one copy of the price proposal marked “**Administrative Services Division Operational Audit.**” must be received per the time frame outlined in the legal advertisement- (appendix E). It is the sole responsibility of the proposer to insure that the proposal arrives on time and at the designated place.

Within your Proposal, please supply each of the following items and clearly structure and label your Proposal

- 1) Cover Letter including name of Agency/Firm, address and telephone number, signed in ink by someone authorized to sign such documents.
- 2) Submission of all information requested to meet Minimum Requirements section VI.A.
- 3) Attach Financial Statement for two previous calendar years attested by a CPA or Bank Officer. In respect of confidentiality, this may be submitted (one copy) in a separate envelope. This information will only be used if financial information provided in proposal is not adequate to communicate financial capabilities. If you do not provide financial statements, you must include a letter to that effect and provide some other means to determine the financial status of your company.

The Town reserves the right to request additional financial information from any proposer who does not submit adequate information to allow the Town to make a reasonable determination of financial capability.

Complete proposals must include the following:

- a. An expanded scope of services for all work required;
- b. A listing of all current and past public and private projects of a similar nature with name and telephone number of reference person to contact.
- c. A general company/firm profile or brochure and list of key personnel who will participate on this project with resumes included;
- d. The identification of any and-all consultants who will work with the proposer with resumes attached; please identify the individual who will be have the primary responsibility for this project;
- e. Work plan and schedule, which reflects timetable for completion of audit;
- f. Appropriate certificates of insurance;
- g. Evidence of financial stability;

- h. Response to comparative evaluation criteria in detail.
- i. Any other information that the proposer considers relevant for the purpose of evaluating its qualification for the project.

B. CONTACT INFORMATION

Clarification and interpretations of this Request for Proposal must be requested in writing. Responses shall be likewise furnished. The last day to submit written requests is 6/3/04. After that day no requests or questions will be accepted. Please contact the Town of Barnstable for clarification of this Request for Proposal, direct all inquiries regarding the plan to:

Johanna F. Boucher
Purchasing Agent
Procurement & Risk Management, Town of Barnstable
School Administration Building, 3rd Floor
230 South Street
Hyannis, MA 02601
Phone. (508) 862-4741 Fax: (508) 862-4717
Business Hours: 8:00 a.m. – 4:00 p.m. Monday through Friday
Johanna.boucher@town.barnstable.ma.us

TOWN OF BARNSTABLE

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

FIRM _____

SIGNATURE_____

ADDRESS_____

NAME (print)_____

TITLE _____

TELEPHONE _____

DATE _____

TOWN OF BARNSTABLE

STATE TAXES CERTIFICATION CLAUSE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes under law, I have addressed any tax liability and am in the process of setting up a plan to satisfy said liability.

_____	BY:_____
* Signature of individual or Corporate Name (Mandatory)	Corporate Officer (Mandatory, if applicable)

**Social Security # or Federal Identification #

* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

** Your Social Security Number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L. 62C s. 49.A.

Appendix C

PRICE PROPOSAL WORKSHEET – Administrative Services Department Operation Audit

The total cost associated with the Administration Services Department operational audit as specified is:

\$ _____ . (LUMP SUM)

With your price proposal, you must submit the proposed audit team, number of estimated hours, and billing rate for each individual and associated itemized expenses. Note: Qualifications of all team members to be included in the technical proposal portion of the RFP.

The Town will not pay for any additional work on this project without the prior written approval.

Your signature below acknowledges your understanding of these parameters and your willingness to live within the stated financial constraint of the project.

Company: _____

Authorized Signature: _____

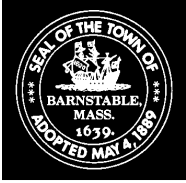
Print Name: _____

Title: _____

Date: _____

Telephone: _____ Fax: _____

Email: _____



(SAMPLE)

TOWN OF BARNSTABLE, MASSACHUSETTS

AGREEMENT BETWEEN CONSULTANT AND OWNER

The AGREEMENT made this ____ day of _____ by and between the Town of Barnstable, Massachusetts, hereinafter referred to as the “Owner”, and the _____, with legal address and principal place of business at _____, hereinafter referred to as the “CONSULTANT”.

Witnesseth: That for and in consideration of payments and agreements hereinafter mentioned, to be made and performed by the OWNER, CONSULTANT hereby agrees with the OWNER to provide professional audit services as specified in this Agreement for a lump sum price of \$_____.

Description of Scope of Services - per Request for Proposal and as negotiated.

NOW, THEREFORE, the CONSULTANT, for the compensation set forth, agrees to furnish professional Administrative Services Division operational audit services to the Owner as outlined in the Request for Proposal documents attached and made part of the contract along with the CONSULTANT’S proposal as accepted. . The CONSULTANT shall provide competent assessment audit services in accordance with accepted standards of the profession.

SECTION ONE: Terms and Conditions

Owner hereby contracts with the CONSULTANT to provide audit services and associated work specified herein upon the terms and conditions hereinafter stated for the duration of the project. The duration of this contract is estimated to be _____.

There will be an exit interview as part of the closing of this project. During this review the final document will be discussed along with relevant issues concerning the nature of the work and the recommendation for new or revised procedures.

All information acquired by the CONSULTANT from the municipality or from others at the expense of the municipality in performance of the Agreement, shall be and remains the property of the municipality. All records, data file, computer records work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the CONSULTANT for delivery to the Owner shall be and remain the property of the Owner upon payment thereof.

The Town and the CONSULTANT shall cooperate in maintaining good public relations throughout the period of this project. The CONSULTANT may be asked to conduct a public information program that addresses the scope and objective of the project the cost of which will be negotiated between the parties. All

public information activities should emphasize the responsibilities of the various participants, the methodology employed, and the overall goals of the project.

The Contract shall be subject to **Force Majeure** considerations and in the event that either party hereto shall be prevented from the performance of any act required there under by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party in performing any obligations shall be excused for the period of non-performance, and the period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the Owner.

Continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the CONSULTANT, shall be deemed to render performance impossible, and the Owner shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Contract."

SECTION TWO: Contract Documents

This Agreement shall include the following documents that are attached hereto and incorporated by reference:

- Attachment A – Request for Proposal Documents, Town of Barnstable
- Attachment B – Schedule of Services and Deliverables (as negotiated with CONSULTANT)
- Attachment C – Proposal submitted by Consultant as a result of Town's RFP

SECTION THREE: CONSULTANT's Warranties and Representations

The CONSULTANT represents that it will provide the services described above in a professional, efficient manner.

Any instance where the CONSULTANT is unable to perform as required by this Agreement should be reported directly to the Owner designee responsible for the project. Their direction from that point will dictate the actions of the CONSULTANT.

SECTION FOUR: Compensation and Payment Terms

Invoice is to be presented for approval and payment to be made for actual work performed and allowable expenses incurred to date upon submittal of draft report in accordance to timeline. Final invoice to be presented for any additional hours and expenses for the generation and publication of the final report upon acceptance of said report by the Town of Barnstable. Subsequent authorizations shall be done as written amendments to this agreement for specific tasks in stated amounts.

Overall project management will be the responsibility of _____, representing CONSULTANT. These individuals are key personnel and any change in key personnel requires immediate notification of the Owner. Failure to notify the Owner of such changes and negotiate a change to this term of the Agreement that is deemed satisfactory to the Owner, shall be deemed to render performance impossible, and the Owner shall thereafter have the right to terminate this agreement in accordance with the provisions of the section

entitled "Termination of Contract." Should it become impossible for a contracted individual employed by the CONSULTANT to complete his duties, for a reason such as termination of employment, any change in the CONSULTANTS staffing as outlined below will be subject to the approval of the Owner. The Owner shall notify the CONSULTANT within fifteen (15) days of the acceptance or rejection of any such staff substitutions. Any substituted person must be of an experience level equal to or greater than the person being replaced.

Invoice shall be submitted upon completion of all work as described herein and approved as complete by the Owner. Work under this contract shall not exceed the amount stated in each task and subtask as included in this contract during the contract period without written authorization by the Town of Barnstable.

All such invoices will be paid promptly (no later than 30 days) by the Owner unless any items thereon are questioned, in which event the questioned portion of the payment will be withheld pending verifications of the amount claimed and the validity of the claim.

The Owner will notify the CONSULTANT of any questions within five (5) working days of receipt of an invoice. CONSULTANT shall provide complete cooperation during any investigation.

Invoice should refer to the Contract Title and provide project detail adequate for the reviewing individual to determine the completeness of the tasks requested for payment and should be submitted to the following address:

Town of Barnstable
367 Main Street
Hyannis, MA 02601
Attention: To be determined

A budget status report shall accompany the invoice summarizing each task identified in this contract, budget expended to date, and percent of work completed to date.

SECTION FIVE: Termination of Contract

Subject to the provisions explaining **Force Majeure**, if the CONSULTANT shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the CONSULTANT shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the CONSULTANT, then the Owner shall thereupon have the right to terminate this agreement by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

SECTION SIX: Insurance

As noted in the attached Request for Proposal documents dated _____ as issued by the Town of Barnstable

General – The CONSULTANT shall before commencing performance of the Agreement be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies licensed to write

insurance in the Commonwealth of Massachusetts. This includes evidence of Workers Compensation Insurance.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Agreement, and may constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the CONSULTANT.

No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Barnstable at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, trustee, and the successor in interest of the CONSULTANT.

CONSULTANT's Comprehensive General Public Liability and Property Damage Liability Insurance - The CONSULTANT shall carry Comprehensive General Public Liability Insurance for its employees at sufficient levels to cover all damages incurred or caused by contracted employees of the awarded CONSULTANT. The Town of Barnstable must be named as an additional insured and as a certificate holder on each of the insurance policies. Upon execution of the Agreement, the CONSULTANT will provide copies of certificates of insurance to the Owner. All Insurance coverage shall be placed with such company as may be acceptable to the Town of Barnstable.

The CONSULTANT shall indemnify and hold harmless the Town of Barnstable, its elected or duly appointed offices, directors and employees, against liability, losses, damages, or expenses (including legal expenses) resulting from any claim based upon negligent or intentional misdeeds or omission of the CONSULTANT, its employees or its agents in providing its services to employees of the municipality or their dependants pursuant to the Agreement.

SECTION SEVEN: Future Works

Work required beyond the Scope of Work in this Agreement, including additional analysis, meetings, or liaison work, shall be completed by the CONSULTANT, if requested in writing by the Owner. Such changes, including an increase or decrease in the amount of compensation, which are mutually agreed upon in writing by the Owner and the CONSULTANT shall be incorporated as written amendments to this Agreement.

SECTION EIGHT: Controlling Law

The laws of the Commonwealth of Massachusetts shall govern this Agreement.

SECTION NINE: Equal Employment Opportunity Anti-Discrimination Program

During the performance of this Agreement, the CONSULTANT, for himself, his assignees, and successors in interest, agree as follows:

- A. The CONSULTANT, in the performance of all work after award and prior to completion of the contract work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors. Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B).

The CONSULTANT by signing the Agreement offered by the Town agrees to abide by the above paragraph to the best of his/her ability.

SECTION TEN: Entire Contract

This Agreement constitutes the entire understanding and Agreement between the parties hereto and supersedes all prior and contemporaneous written Agreements between the parties and their predecessors in interest regarding the subject matter of this contract. The CONSULTANT may not be changed, altered, amended, modified or terminated orally, except as specified provided, and any such change, alteration, or modification must be in writing and executed by the parties hereto.

SECTION ELEVEN: Notices

Whenever any provision of this Agreement requires the giving of written notice to the Owner, it shall be deemed to have been validly given if delivered by person or by registered mail to the following: Town of Barnstable, 367 Main Street, Hyannis, MA 02601. For purposes of this Agreement, the Owner's representative shall be _____.

IN WITNESS WHEREOF, the parties executed this contract under their several seals the day and year first written above. The cost of professional CONSULTANT services identified by this Agreement totals \$_____ Authorization to proceed on any task identified in the Scope of Work requires written authorization of the Owner.

The CONSULTANT is authorized to proceed with Tasks _____, (\$X,XXX) upon the signing of this Agreement with the Owner. No other tasks as listed in the Description of Scope of Services on page 1 of this Agreement shall proceed without written authorization of the Owner.

By:

CONSULTANT

By:

John Klimm, Town Manager

Approved as to form

Ruth J. Weil, Town Attorney

This is to certify the Town of Barnstable has an appropriation that is adequate to cover the cost of this contract

Mark Milne, Town Accountant

Appendix E

LEGAL ADVERTISEMENT FOR RFP

The Purchasing Agent of the Town of Barnstable on behalf of the Town Manager is soliciting responses from qualified individuals or firms to perform an operational audit to review the day-to-day operations of the Barnstable Administrative Services Division, including Finance, Human Resources, Procurement & Risk Management, Tax Collections and Treasury. This Request for Proposal is being issued as a result of an on-going review of various town operations to assess the efficiency and effectiveness of the delivery of services.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, and all contracts must be strictly awarded in accordance with the requirements of the Request for Proposal. The Town has no discretion under the law to consider proposals that fail to comply with those requirements, except for minor informalities as permitted by MGL Chapter 30B Section 5(f). If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request.

Request for Proposal documents may be from the Town of Barnstable website, Bid & RFP System at www.town.barnstable.ma.us. Contact: Johanna Boucher, Purchasing Agent (508) 862-4741

Responses are due on **6/24/09 at 2:00 p.m.** in Procurement & Risk Management, 230 South Street, Hyannis, MA 02601. The Contract will be awarded within 30 days. The Request for Proposals shall be available at Procurement & Risk Management beginning immediately (Monday through Friday from 8:00 a.m. to 4:30 p.m., excluding holidays). Non-price proposals will be opened on 6/24/09, 2:00 pm in the office of the Purchasing Agent. The opening of the responses is not public. All responses must be received in a sealed envelope properly marked prior to the deadline.

An interview may be conducted with any proposer who is deemed Highly Advantageous or Advantageous during the evaluation of the proposals. The Town reserves the right to reject any or all proposals when it deems it to be in the best interest of the Town.