



COUNTY OF GRUNDY, ILLINOIS

Request for Proposal

FOR

Audit Services

RFP – 002-2022

*** NOT OFFICIAL BID DOCUMENT ***

Official BID documents are available at the office of the Grundy County Finance Department, 1320 Union Street, Morris, IL 60450, by emailing finance@grundycountyil.gov, or on www.demandstar.com; please respond with "Audit Services" in the subject line. Documents are available for inspection online at www.grundyco.org/bids-and-rfp/; or <https://www.demandstar.com/app/agencies/illinois/grundy-county/procurement-opportunities/2b835615-17db-4083-9c3b-3ec9855a7e3b/>. The respondent remains responsible for obtaining all addenda, which will be posted on the same website.

Project Contacts

Alec Macdonald

Purchasing Manager

Matt Melvin

Finance Director

Table of Contents

I.	ADVERTISEMENT	Page 2
II.	OVERVIEW	Pages 3-4
III.	SPECIFICATIONS and SCOPE	Pages 5-7
IV.	GENERAL TERMS and CONDITIONS	Pages 8-13
V.	PROPOSAL INSTRUCTION	Page 13
VI.	PROPOSAL REQUIREMENTS	Pages 14-15
VII.	EVALUATION	Pages 15-17
VIII.	Proposer Information Form	Page 18
IX.	CONFIRMATION of ADDENDA FORM	Page 19
X.	INSURANCE REQUIRMENT	Page 20
XI.	PRICE PROPOSAL FORM	Page 21
XII.	SUMMARY of LITIGATION FORM	Page 22

I. ADVERTISEMENT

Request for Proposal

Audit Services

Sealed bids will be received for the contracting of an auditing firm which shall be responsible for audit of the County of Grundy's modified cash financial statements of the governmental activities, discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the County of Grundy, Illinois as of and for the year ended November 30, 2022. Sealed envelope must be clearly marked on the exterior "Audit Services" and contain four (4) copies of the complete proposal with one (1) original packet with original signature. No responsibility or liability will be attached to any County official, employee or agent for the premature opening or failure to open any proposal not marked according to this instruction.

Sealed proposals will be accepted until 1:00 pm, August 31, 2022 at the Grundy County Finance Department, 1320 Union St., Morris, IL 60450. Sealed proposals will be publicly opened and read aloud at 3:00 pm (cst.) on September 1st, 2022. Fax and electronic submissions will not be accepted.

The County of Grundy is soliciting the services of qualified firms of certified public accountants to audit the financial statements for fiscal year 2022. The term of agreement shall be for one (1) year with options to extend the contract period in one (1) year increments through fiscal year 2025. These audits are to be performed in accordance with the provisions contained in this request for proposals and as exemplified in prior years' annual financial reports, single audits, and reports on internal controls; all of which are readily available on the County's website at www.grundycountyil.gov. The Grundy County Finance Director, along with the Grundy County Administrator will oversee all aspects of the selection process, subject to review and approval of the Grundy County Board.

Proposal documents are available at the Office of the Grundy Finance Department, 1320 Union St., Morris, IL 60450, and for inspection online at www.grundycountyil.gov/proposals-and-rfp or online at www.demandstar.com/app/agencies/illinois/grundy-county/procurement-opportunities. The proposer remains responsible for obtaining all addenda, which will be posted at the same website.

The County of Grundy reserves the right to reject any and all proposals; and to waive technical errors or informalities in bids.

Chris Balkema

County Board Chairman

II. OVERVIEW

A. General Information

The County of Grundy, is requesting proposals from qualified firms of certified public accountants to audit the County's financial statements for the fiscal year ending November 30, 2022. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the U.S. General Accounting Offices (GAO) Government Auditing Standards, the Single Audit Act Amendments of 1996 and the provisions of Uniform Guidance.

The County of Grundy is accepting request for proposals from qualified firms of certified accountants to provide audit services for:

- County of Grundy (including Single Audit, IL Comptroller AFR Submission, Data Collection Form Completion and CYEFR in-relation to opinion)
- Grundy County Insurance Trust (GCIT)
- Grundy County Circuit Clerk
- Grundy County Transit (Programmatic Grants – FYE 6/30, reports due 12/30)

B. Background

The County of Grundy offers a full range of government services including courts, recordings, property tax administration, public safety, law enforcement, corrections, highway, health & human services, public transportation, and administration, among others. An 18-member County Board, representing three districts, governs the County of Grundy. The elected offices of the County of Grundy include the Treasurer, State's Attorney, Circuit Clerk, Sheriff, County Clerk, Recorder, Coroner, and Regional Office of Education.

Most accounting and financial reporting is centralized within the county. However, there are separately audited entities and various custodial funds in which records are maintained independent of the County's accounting software.

Detailed financial information is available on the citizen information section of the Grundy County website: www.grundycountyil.gov

C. Budgetary Basis of Accounting

The County of Grundy prepares its budgets on a cash basis which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. The County of Grundy's government-wide financial statements are presented using the modified cash basis of accounting.

The County of Grundy includes the budgetary comparison presentations for the general fund and major special revenue funds as part of the basic financial statements.

D. Federal Financial Assistance

For the fiscal year ended November 30, 2021, the County of Grundy expended federal grants in excess of \$750,000 from the following sources:

- U.S. Department of Health and Human Services
- U.S. Election Assistance Commission
- U.S. Department of Agriculture
- U.S. Department of Treasury
- U.S. Department of Transportation
- U.S. Department of Homeland Security.

E. Pension Plans

The County of Grundy participates in several pension plans administered by the Illinois Municipal Retirement Association (IMRF) including:

- Illinois Municipal Retirement - Regular
- Illinois Municipal Retirement – Sheriff Law Enforcement Personnel

All of the corresponding funds are employer / employee cost-sharing defined benefit plans.

The County offers employees a 457 plan (100% employee funded), in addition to offering post-retirement health insurance, per collective bargaining agreements.

F. Access to Working Papers

All interested proposer's whom wish to review prior years' audit reports and management letters should visit the County of Grundy website at www.grundycountyil.gov or contact the Grundy County Finance Department at finance@grundycountyil.gov. The County of Grundy will use best efforts to make prior audit reports and supporting working papers available to proposers to aid in the response to the request for proposal.

G. GENERAL REQUIREMENT

This is a request for sealed bids. Bids will be opened and evaluated in private and any bid information will be kept confidential until an award is made. **One (1) original and four (4) copies of the complete proposal are to be submitted.**

H. Contact

The "Technical" and "Procurement Procedures" contact for this project is Alec Macdonald, the Grundy County Purchasing Manager. Any inquiries that prospective firms may have regarding this RFP should be directed to the Grundy County Finance Department in writing via e-mail at finance@grundycountyil.gov; by no later than 4:00 pm (cst.) on August 24, 2022. All verbal or telephonic questions will NOT be accepted, and any verbal instructions are non-binding to the County of Grundy. Relevant questions must contain a subject line "Audit Services". Answers to all questions will be collated and issued as an Addendum posted at www.grundycountyil.gov. The last day for addenda to be posted is 4:00 pm August 26, 2022.

I. SUBMISSION LOCATION:

Mailing Address:

Grundy County Finance Department
1320 Union St. Morris, IL. 60450
ATTN: "Audit Services"

J. SUBMISSION DATE AND TIME: 1:00 pm., (CST) August 31, 2022

Bids received after the submittal time will be rejected and returned unopened to the sender. (See below for schedule of events).

K. SCHEDULE OF EVENTS

August 10, 2022-----	BID advertised and distributed
August 24, 2022-----	Cutoff for Questions/Addenda; all questions due no later than 4:00pm August 24, 2022
August 26, 2022-----	Response to questions released and posted by 4:00pm August 26, 2022
August 31, 2022-----	RFP Public Bid Opening 3:00pm (cst.), proposals due no later than 1:00pm (cst.) on August 31, 2022
August 31, 2022 – September 9, 2022-----	Evaluation
September 12, 2022 -----	Presented to Finance Committee
September 13, 2022 -----	County Board Recommendation
September 14, 2022 -----	Award to Proceed Issued

III. SPECIFICATIONS AND SCOPE

A. Scope of Work

To meet the minimum requirements of this request for proposal, the audit, reports, and financial statements are to be performed in accordance with the generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants. The audit shall be performed in accordance with the provision within this request for proposal. The County of Grundy desires the auditor to express an opinion on the fair presentation of its general-purpose financial statements in conformity with generally accepted accounting principles. The basic financial statements are comprised of the government-wide financial statements, and the fund financial statements. For the government-wide statements, the primary government includes governmental activities and business-type activities. The fund statements include each major fund, aggregate remaining funds, and budgetary comparison information for major funds.

Furthermore, the County of Grundy desires the auditor to express an “in relation to” opinion on the fair presentation of its combining and individual fund financial statements and schedules in conformity with generally accepted accounting principles. The auditors shall provide the County of Grundy all audit adjustments including the appropriate backup documentation and will meet with staff, if requested, to discuss final adjustments. The auditor shall be responsible for performing certain limited procedures involving the required supplementary information, as required by the Governmental Accounting Standards Board and mandated by generally accepted auditing standards. The auditor is to provide an “in relation to” report on the County of Grundy’s schedule of expenditures of federal awards based on the auditing procedures applied during the audit of the financial statements.

The County of Grundy is required to have an audit performed on the major federal programs of the County in accordance with Uniform Guidance. The auditor will be required to test internal controls and compliance for major federal award programs administered by the County of Grundy. It is anticipated the County will require a single audit for each of the years covered by this request.

The County of Grundy shall require the auditor to prepare the supplementary financial information and the statistical section, based on information provided by the County.

B. Time Requirements

The County of Grundy currently utilizes the following audit timeline:

- Preliminary work completed by November 30th
- Fieldwork completed by December 23rd
- Drafting of reports completed by January 31st
- Final reports completed by February 28th
- Presentation to Finance Committee before March 31st
- Presentation to Grundy County Board before March 31st

The preceding timeline is preferable, but may be negotiable based on the needs of the auditor and the County of Grundy. The County of Grundy shall plan to have a preliminary meeting to determine a general audit plan, responsibilities for the various schedules, and reports necessary to complete the audits within the required timeframe.

Entrance conferences, progress reporting, and exit conferences shall be scheduled as needed.

C. Reports Schedules and Forms to be Issued

The auditor contracted with the County of Grundy shall prepare the following reports at the end of the audit for the corresponding fiscal years:

- Independent auditor's reports on the basic financial statements
- Independent auditor's report on internal controls over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*.
- Independent auditor's report on compliance for each major program and on internal control over compliance required by the Uniform Guidance.
- Schedule of Expenditures of Federal Awards (SEFA), Data Collection Form SF-SAC
- Statement of Auditing Standards (SAS) 114
- Statement of Auditing Standards (SAS) 115
- Illinois Comptroller's Annual Financial Report Submission
- In-relation-to opinion on GATA CYEFR

D. Additional Services

In addition to audit services described in the preceding sections, the County of Grundy is requesting the following additional services:

- Consolidation/preparation of Financial Statements and related notes into Annual Financial Report format using auditing software. The County will provide final trial balances, depreciation schedules, debit schedules, restricted fund balance reports and other supplemental report schedules to be used for consolidation/preparation.
- Preparation of the following additional statements and schedules based on County trial balances (including audit adjustments, if necessary):
 - o Combining & Individual fund financial statements
 - o Budgetary comparison schedules
- Preparation of the supplemental financial, as well as the Statistical Section, of the annual financial report.
- Copying and binding of annual financial reports.
- The auditor shall provide twenty-five (25) bound copies and one (1) electronic PDF version of the County of Grundy's Annual Financial Report.
- The auditor shall provide five (5) bound copies and one (1) electronic PDF version of the Grundy County Transit (5311, IL DOAP, & CARES) Programmatic grant Annual Financial Reports.
- The auditor shall provide five (5) bound copies and one (1) electronic PDF version of the Grundy County Circuit Clerk Annual Financial Reports.
- The auditor shall provide twelve (12) bound copies and one (1) electronic PDF version of the Grundy County Insurance Trust (GCIT) Annual Financial Report.
- Preparation and filing of the IL Comptroller annual financial report and any applicable reports with the appropriate corresponding state agencies and departments. Required copies to be filed with the Office of State Comptroller and County Clerk.
- Auditor shall draft a letter, to management, containing appropriate suggestions for improvement of accounting procedures; and internal controls for the County of Grundy's consideration. The letter should contain comments and recommendations for controlling any internal weaknesses discovered, and shall be discussed with the appropriate personnel before finalizing.
- Preparation and submittal of the reporting package, required by the Single Audit Act Amendment of 1996, to the Federal Single Audit Clearing House. Preparation of the data collection form.
- Review (in-relation to opinion) on Illinois GATA CYEFR Report.

E. Working Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years after the reports are issued; unless the firm is notified in writing by the County of Grundy or the need to extend the retention period. The auditor will be required to make readily available working papers to the County of Grundy per request, to the following parties or the parties' designees:

- Grundy County Illinois
- U.S. General Accounting Office (GAO)
- All parties designated by the federal or state government; or by the County of Grundy as part of an auditor quality review process.
- Auditors of entities of which the County of Grundy is a sub-recipient of grant funds.

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

F. Assistance Provided to Auditor and Report Preparation

The finance department staff, and responsible management personnel, will be available during the audit to assist the firm by providing: information, documentation, and explanations. The finance department will provide clerical support for confirmation preparation.

The County of Grundy will arrange to provide reasonable workspace, and secure storage, of audit working papers. The County of Grundy will also provide access to telephones and photocopiers; although photocopiers shall be limited to documentation required during fieldwork only. Report preparation, editing, printing shall be the responsibility of the auditor and auditor's firm.

IV. GENERAL TERMS and CONDITIONS

ON-LINE PROVIDER DISCLAIMER

www.DemandStar.com has no affiliation with the County of Grundy other than as a service that facilitates communication between the County and its vendors. www.DemandStar.com is an independent entity and is not an agent or representative of the County. Communications to www.DemandStar.com do not constitute communications to the County.

ON-LINE NOTIFICATION of SOLICITATIONS

The County of Grundy is utilizing Demandstar.com (www.demandstar.com) for on-line notification purposes only for sealed bids when it is anticipated that the amount of the resulting contract will be in excess of its formal bid limit of \$30,000.00; such as this requirement. Interested bidders are required to submit a sealed bid to the County of Grundy Finance Department located at 1320 Union St. Morris, IL 60450; by the date and time indicated within the schedule of events, and detailed in this request. All respective bidders shall conform to all proposal requirements as stated within this request. This is not an e-bidding request.

ELECTRONIC TRANSMITTALS

Facsimile and/or e-mail transmitted bids **WILL NOT** be accepted by the County of Grundy. In addition, the County of Grundy will not transmit facsimile bid specifications to the Bidder.

ALTERNATE/EQUAL BIDS:

The specifications cannot cover precisely, all minute details required. Bidders are encouraged to submit cost-saving/value-added alternate bid pricing suggestions. Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis.

The County recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the County. Alternates will be compared to the lowest responsive, responsible bid as specified.

COMPETITION INTENDED:

It is the County's intent that this request for proposal permits competition. It shall be the bidder's responsibility to advise the Buyer in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Buyer no later than seven (7) days prior to the date set for bids to close.

DEVIATIONS:

The County of Grundy reserves the right to approve any material the Bidder proposes to furnish which contains deviations from specification requirements but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of an item bid, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the County to accommodate accepted deviations.

RFP REQUIREMENTS

All RFP's must be submitted on the blank RFP form furnished with these contract documents and shall conform to the terms and conditions set forth in this RFP. Please make and retain a copy of your response for your own records. The RFP must be enclosed in a sealed envelope bearing the RFP title. Proposers must sign, in ink, the original document. Unsigned RFP's can be disqualified.

EXCEPTIONS

Exceptions will be considered up to the deadline listed in schedule of events. Exceptions must be fully described, on the Bidder's letterhead, and signed; exceptions must reference the bid number and the specification, contract term or other portion of the Invitation to Bid which is being excepted. If the Bidder wishes to propose terms and conditions or alternative paperwork it must do so as an exception. In the absence of such statement, the bid shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; by its submission, the Bidder agrees that if selected, it will be bound by same. No exceptions or changes to contract terms will be accepted with the bid.

EXAMINATION BY BIDDER:

Before submitting a bid, the Bidder shall carefully examine the bid and specifications. If the bid is accepted, the bidder will be responsible for all errors in the bid resulting from failure or neglect to comply with these instructions.

Unless otherwise provided in the SPECIAL CONDITIONS, when the specifications include information pertaining to preliminary investigations made by the County, such information represents only the opinion of the County of Grundy as to the location, character or quantity of the materials encountered. That information is only included for the convenience of the Contractor. The County of Grundy does not warrant the accuracy or the sufficiency of the information and assumes no responsibility therefore.

INTERPRETATION of CONTRACT DOCUMENT

If a potential offeror is uncertain as to the meaning of any part of the specifications or the RFP; the offeror is expected to contact the Grundy County Finance Department up to the deadline listed on the schedule of events page for exceptions to RFP.

PROPRIETARY INFORMATION

Under the Illinois Freedom of Information Act, all records in the possession of Grundy County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exemption is “trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested.” 5 ILCS 140/7(1)(g). The county will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy with has all portions redacted that you deem to fall under a Freedom of Information Act exception.

ADDENDUM and SUPPLEMENT to RFP

If it becomes necessary or advisable to revise any part of this RFP or if additional data is necessary to enable the exact interpretation of provisions of this RFP, revisions will be provided in the form of an Addendum. If revisions are made after any mandatory Pre-Bid conference, the revisions will be provided only to those Contractors who will have attended the Pre-Bid conference. Addendum information is available at www.DemandStar.com. (Adobe Acrobat Reader may be required to view this document); as well as on the bids/rfp section on the Grundy County website www.grundycountyil.gov. The County recommends bidders review for any addenda a minimum forty-eight hours (48) in advance of the bid deadline.

CHANGES

The County of Grundy reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of Grundy and the successful Contractor. Illinois law requires that changes in excess of \$10,000 or extensions greater than thirty (30) days must comply with the Criminal Code. The Grundy County Finance Department shall issue to the successful Contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

COMMENCEMENT OF WORK

The successful Contractor must not commence any billable work prior to the County's execution of the contract or until any required documents have been submitted. Work done prior to these circumstances shall be at the Contractor's risk.

CONFIDENTIAL INFORMATION AND COUNTY PROPERTY

It is agreed that any and all specifications, drawings, or data furnished by County of Grundy shall (1) remain the County of Grundy's sole and exclusive property; (2) be considered and treated by Contractor as County of Grundy confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

BIDDER PERFORMANCE

The instructions to bidders, RFP form, general conditions, special conditions, contract specification, and attachments; together with the approved purchase order shall be incorporated in and become terms of the contract. All items shall be supplied in strict accordance with the specifications. The bidder's performance under the terms of the contract shall be to the satisfaction of the County of Grundy. Failure to comply with any statutory requirements shall be deemed a breach of performance.

COMMUNICATIONS

In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a contract has been awarded, all requests for clarification or additional information regarding this solicitation, or contact with the County personnel concerning this solicitation or the evaluation process must be solely to the contact person listed on the cover page of this solicitation.

No contact regarding this document with other County employees or officers is permitted unless expressly authorized by the County of Grundy. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

DISCIPLINE

Nothing herein shall be construed to imply that the County of Grundy is retaining control over the operative details of the Contractor's work or the subcontractor's employees' work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.

FORCE MAJEURE

The County of Grundy shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

INDEMNITY

The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.). Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts. The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

LAW GOVERNING

The RFP and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

MISCELLANEOUS REQUIREMENTS

The County **WILL NOT** be responsible for any expenses incurred by the Contractor in preparing and submitting a BID. All BIDs shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

NON-DISCRIMINATING

The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

PAYMENT

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County of Grundy shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

TRANSFER OF OWNERSHIP OR ASSIGNMENT

The terms and conditions of this contract shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments, the County of Grundy must be notified and approve same in writing.

PROTEST

No protest shall be based on a matter or issue which could have been raised as an exception prior to bid opening. Any protest concerning the award of a contract shall be decided by the procurement manager. Protests shall be made in writing to the Grundy County Finance Department and shall be filed within three (3) business days of final approval and acceptance of the bid by the County Board. A protest is considered filed when received by the Grundy County Finance Department. The written protest shall include the name and address of the protestor, the RFP title, a statement of the specific reasons for the protest and supporting exhibits. The Procurement Manager will respond to the written protest within seven (7) days. The Procurement Manager's decision relative to the protest shall be final. Upon receipt of a protest the County may, but is not required to, delay its order under the awarded contract.

RESERVATION OF RIGHTS

The County of Grundy reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of Grundy's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of Grundy. In determining the lowest responsible bidder, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Bidder's failure to meet the mandatory requirements of the RFP will result in the disqualification of the bid from further consideration.

The County further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised RFP.

TAX

The County of Grundy does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E99968002. A copy of the exemption letter is available upon written request. Additionally, the Department of Revenue of the State of Illinois under Rule No. 15, issued August 9, 1961, has declared that sales of materials to construction contractors for conversion into real estate for schools, governmental bodies, agencies and instrumentalities are not taxable retail sales.

TERMINATION, CANCELLATION AND DAMAGES

The County may terminate based on the Contractor's breach or default. Unless the breach or default creates an emergency situation, as determined in the County's sole discretion, the Contractor shall be given notice and a five (5) day opportunity to remedy before the termination becomes effective.

If the County terminates this Contract because of the Contractor's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Contractor with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-bidding. The County may offset these additional costs against any sums otherwise due to the Contractor under this bid or any unrelated contract.

If the County of Grundy fails to appropriate funds to enable continued payment of multi-year Contracts the County may cancel, without termination charges provided Contractor received at least thirty (30) days prior written notice of termination.

Choice of Law and Venue

In the event a dispute arises relative to any matter included in the terms or performance of this agreement, the Parties shall first require their authorized representatives to meet in good faith negotiations to resolve the issues in conflict. If the Parties are unable to settle the existing differences, then any and all court proceedings shall be held in the Circuit Courts of Grundy County in Morris, Illinois and the 13th Illinois Judicial District. In the event Grundy County is a litigant in proceedings relative to this Agreement and prevails, the losing party shall pay all of the attorney's fees and costs incurred by the County.

DISQUALIFICATION OF RESPONDENTS

Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of the Bid:

1. Evidence of collusion among Bidders.
2. Lack of competency as revealed by either financial, experience, or equipment statements.
3. Lack of responsibility as shown by past work.
4. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.

V. PROPOSAL INSTRUCTIONS

A. Proposal Format

- a. All proposal packets must be of concise organized manner; following the specific outline of the instructions for proposal. The organization of each submittal is of the upmost importance as each packet will be evaluated in respective manner.
- b. Include your company name and or logo as well as "Audit Services" on the cover of each packet.
- c. All packets shall be of standard size paper 8.5" x 11" paper.
 - i. 11" x 17" foldouts for schedules, organizational charts, building plans may be utilized as well.
- d. Each section shall be separated by divider tabs for easy reference between each section.
 - i. All tabs shall be numbered correlated to each section and / or include section title.
- e. All information shall be typewritten.
- f. Utilize 2 sided pages to the fullest extent.

B. Deliverables

- a. Submit four (4) copies and one (1) original containing the inked signature of all relevant principals of potential contract.
 - i. The quantities stipulated above are required as to ensure each member of the evaluation team will have the same information to evaluate.
 - ii. Each of the packets must be fully completed any information that is omitted may be deemed a disqualifying event.
- b. Place all packets within a sealed envelope or sealed box specifically marked with "Audit Services" and "DO NOT OPEN UNTIL BID LETTING" clearly marked on the outside of the sealed envelope or sealed box.
- c. All sealed packets shall be delivered to:

Grundy County Finance Department
1320 Union St. Morris, IL 60450
Attn: "Audit Services"
- d. All hard-copies of each packet should be divided by tabs into a minimum of nine (9) sections with references to each specific section of the corresponding RFP. The sections shall be numbered and named:
 - i. Statement of Work
 - ii. Basic Information
 - iii. Acknowledgment of Addenda
 - iv. Certificate of Insurance
 - v. Qualifications and Experience of Firm
 - vi. Experience of Personnel
 - vii. Pricing
 - viii. Resolution of Litigation
 - ix. References

VI. PROPOSAL REQUIREMENTS

A. Basic Information

Respondents shall include the following information and documentation. All information is recommended but not required; if the information is not applicable to the proposer, it is required from the proposer to answer the pertinent section NOT APPLICABLE with a perceptive statement as to why. Any information not applicable is not a disqualifying event unless stated otherwise, the more detailed content will be to the advantage of the proposer, as well as to give evaluators comprehensive information to assist in awarding a potential contract to the most responsive, responsible, and qualified vendor.

a. Statement of Work

Brief and concise letter that will elaborate upon the proposer's positive commitment to perform the work in a productive, professional, and efficient manner. It shall state that all information is certified to be true and accurate, any false or misleading information shall be deemed a disqualifying event. The letter must be signed by an official authorized to make commitment on behalf of the organization that shall enter into a contract with Grundy County. The letter must indicate the official's title and authority.

b. Respondent Information Form (attachment on page eighteen (18))

- i. Proposer: Company/ firm name and addresses (street address and/or mailing address if different)
- ii. Contact Person: Main contact person who should be contacted regarding your proposal, and whom to notify as to short-listing, oral presentations, and recommendation of award.
- iii. Internet Contact: Include contact person's email address, and the firm's website address, if applicable.
- iv. State: Where Incorporated
- v. FEIN: Provide the Federal Employee Identification Number of proposers.
- vi. Telephone Number: Direct phone number of the contact person. Include extension number.
- vii. Fax Number: Direct fax number of the contact person.
- viii. Type of business: Identify the type of business entity involved

c. Acknowledgment of Addenda (attachment on page nineteen (19))

Included in the packet respondent must sign and date the acknowledgement page of the last final addendum issued, if applicable.

d. Evidence of Insurance (attachment on page twenty (20))

Upon acceptance of proposal, the successful offeror shall include a certificate of Insurance as referenced to the insurance requirements.

e. Qualifications and Experience of Firm

i. Company Credentials

Provide a brief one-page statement of qualifications that includes the proposers size and staffing, and any relevant information that may find the proposer any advantage in providing all services within the "Audit Service" request for proposal.

ii. Similar Clients

Provide a brief one-page statement on any similar clients or projects that would help illustrate your abilities and skills that would be required to complete the potential contract; include a brief summary of work completed on said clients. Include a minimum of two (2) but no more than five (5) similar clients.

iii. Quality Control

Firm shall submit a copy of the most recent external quality control review, including any letter of comments, with a statement whether that quality control review included a review of specific government engagements.

f. Experience of Personnel

i. Management Staff

Complete a summary of any potential management that would work directly on "Audit Services" request for proposal. Include a brief history on manager, CPA certifications, similar projects managed, and any technical capabilities that might be advantageous in providing the scope.

ii. Field Staff

Complete a summary of any potential field staff that would work directly on "Audit Services" request for proposal. Include a brief history on team member, similar projects, and any technical capabilities that might be advantageous in providing the scope.

g. Price Proposal: (attachment included on page twenty-one (21))

- i. Complete the Price Proposal BID sheet for each project outlined. All prices quoted shall remain firm for one-hundred and twenty days (120) from bid letting.
- ii. The scope of work required is stated within the "Audit Services". It shall be understood that all materials, time, labor, equipment, services required to successfully complete the "Audit Services" will be directly comprised in the price proposal quote by all interested parties. Any and all changes in price shall be communicated by the proposer and negotiated by the County of Grundy before any excess expenses shall be incurred.

h. Resolution of Litigation (attachment included on page twenty-two (22))

- i. Summary of Litigation
Provide a summary of any litigation, claim(s), or contract dispute(s) which have been finalized by a Court of Law, which were filed by or against the proposer in the past five (5) years.
- ii. Summary shall include:
 1. Basis of lawsuit, litigation, claim, or contract dispute
 2. Brief description
 3. Brief outcome
- iii. Disclosures can be limited to:
 1. Cases related to contractual services provided in the regular course of business.

i. References

- i. Provide the following from at least three (3) references.
 1. Company Name
 2. Address
 3. Contact Person
 4. Email address
 5. Phone Number
 6. Fax Number
 7. Scope of project as comparable to this projects scope.
 8. Cost of project

VII. EVALUATION

Evaluation of proposals will be conducted by members of the Grundy County Finance Department as well as the Grundy County Administrator. Each member will include in each consideration the following factors:

- Technical criteria of the submission.
- Pricing
- Qualifications of Firm
- Experience of Personnel
- Litigation and References

Evaluation Criteria for Request for Proposal	
Criteria	Weight
Technical Criteria	30 pts.
1. Completeness of submission 2. Comprehensiveness of work plan 3. Audit Approach	
Price	30 pts.
1. Completeness of the cost proposal. The total all-inclusive maximum price is to contain all direct and in-direct costs including all out-of-pocket expenses. Price should contain all pricing information relative to performing the audit engagement as described in the proposal.	
Qualifications of FIRM	15 pts.
1. Provide a brief one-page statement of qualifications that includes the proposers size and staffing, and any relevant information that may find the proposer any advantage in providing all services within the "Audit Service" request for proposal. 2 Provide a brief one-page statement on any similar clients or projects that would help illustrate your abilities and skills that would be required to complete the potential contract; include a brief summary of work completed on said clients. Include a minimum of two (2) but no more than five (5) similar clients. 3. Firm shall submit a copy of the most recent external quality control review, including any letter of comments, with a statement whether that quality control review included a review of specific government engagements.	
Experience of Personnel	15 pts.
1. Complete a summary of any potential management that would work directly on "Audit Services" request for proposal. Include a brief history on manager, CPA certifications, similar projects managed, and any technical capabilities that might be advantageous in providing the scope. 2. Complete a summary of any potential field staff that would work directly on "Audit Services" request for proposal. Include a brief history on team member, similar projects, and any technical capabilities that might be advantageous in providing the scope.	
Litigation and References	10 pts.
1. Provide a summary of any litigation, claim(s), or contract dispute(s) which have been finalized by a Court of Law, which were filed by or against the proposer in the past five (5) years. 2. Provide the following from at least three (3) references.	

This RFP does not commit Grundy County to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, to procure, or contract for any services or supplies. Grundy County reserves the right to reject all proposals submitted, to waive formalities, informalities, and/or irregularities contained within any submitted proposal. Grundy County reserves the right to accept and offer any contract herein if it is deemed within the best interest of Grundy County to do so. While lowest price is an important factor in selection of a potential vendor, Grundy County will choose the most responsive and responsible firm that will offer the highest value to the County of Grundy. Additionally, Grundy County reserves the right to negotiate optional items and/or services with the successful vendor.

Proposer Information Form

Proposer (Company) Name:

Formerly:

Mailing Address:

Street Address:

City, State, Zip:

City, State, Zip:

Type of Entity: *(check one)*

☐

Corporation

☐

Partnership

☐

Proprietorship

☐

Joint Venture

Contact Person:

Title:

Telephone Number:

Incorporated in the State of:

Toll Free Phone Number:

Year:

Cell Phone Number:

Fax Number:

Federal Employer Identification Number (FEIN):

SSN (if Sole-Proprietorship or Partnership):

Only required if FEIN is not provided

Email Address:

Website Address:

Bonding Capacity: \$

Aggregate: \$

Single Project Limit: \$

Surety Company:

A.M. Best Rating:

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

PER PAGE 14 SECTION b.

CONFIRMATION OF RECEIPT OF ADDENDA
REQUEST FOR PROPOSAL

ADDENDUM #	DATE

AUDIT SERVICES

I hereby certify this proposal complies with the specifications and conditions issued by the County of Grundy except as clearly marked in the attached copy.

DATE: _____

NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT NUMBER: _____

E-MAIL: _____

THIS DOCUMENT MUST BE COMPLETED
AND RETURNED WITH SUBMISSION

PER PAGE 14 SECTION c.

INSURANCE REQUIREMENTS

Upon notice of acceptance of proposal, the successful Offeror shall, within thirty (30) calendar days of said notice, furnish to the Purchasing Agent a certificate of Insurance. Such coverage shall be placed with a responsible company acceptable to the County licensed to do business in the State of Illinois, and with a minimum insurance rating of A: VII as found in the current edition of A M Best's Key Rating Guide. **All required insurance shall be maintained by the Offeror in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the County.** The Offeror is responsible for all insurance deductibles and Self-Insured Retentions.

1.	Workers Compensation	Statutory
2.	Professional Errors and Omissions	\$1,000,000 incident \$2,000,000 aggregate

TYPE OF INSURANCE

MINIMUM ACCEPTABLE LIMITS OF LIABILITY

Professional Liability Insurance (Errors and Omissions) shall be provided with minimum limits of at least one million dollars (\$1,000,000) per incident/2 million dollars (\$2,000,000) aggregate during the term of this AGREEMENT. In addition, coverage shall be provided in the minimum amount of one million dollars (\$1,000,000) and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The service provider shall provide the COUNTY endorsements at the beginning of each year evidencing same.

Insurance certificates shall also reference project name and RFP NUMBER. Certificates should be emailed to finance@grundycountyl.gov (and hard copy mailed) to the buyer previously listed.

The insurance carrier of the insured is required to notify the County of Grundy to termination of any or all of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.

CHANGES IN INSURANCE COVERAGE:

The Offeror will immediately notify the County if any insurance has been cancelled, materially changed, or renewal has been refused and the Offeror shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage(s) and limits. If suspension of work should occur due to insurance requirements, upon verification by the County of the required insurance the County will notify Offeror when they can proceed with the work. Failure to provide and maintain the required insurance coverage(s) and limits could result in immediate cancellation of the contract and the Offeror shall accept and bear all costs that may result due to the Offerors failure to provide and maintain the required insurance.

INSURANCE RATING:

All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.

SURVIVAL OF INDEMNIFICATION:

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

NOTICE OF LAWSUIT:

Within 5 days of service of process, the County shall notify the Offeror of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Offeror of its obligation to provide indemnification. However, the County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

CHOICE OF LEGAL COUNSEL:

The offeror shall provide coverage as provided in the contract, if the County of Grundy, an employee, or elected official is named in a lawsuit then the County of Grundy retains the right to choose legal counsel subject to the approval of the County of Grundy and appointment by the States Attorney of Grundy County.

RIGHTS RETAINED:

Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to the County of Grundy.

PER PAGE 14 SECTION d.

PRICE PROPOSAL

Total Maximum ALL - INCLUSIVE

	Fiscal Year			
<u>Audit</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Grundy County	\$ _____	\$ _____	\$ _____	\$ _____
Insurance Trust	\$ _____	\$ _____	\$ _____	\$ _____
Circuit Clerk	\$ _____	\$ _____	\$ _____	\$ _____
Transit Grant Programs	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL (Annual)	\$ _____	\$ _____	\$ _____	\$ _____

Additional reports or services not provided that should be considered by the County of Grundy

	Fiscal Year			
<u>Description:</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL (Annual)	\$ _____	\$ _____	\$ _____	\$ _____

FIRM NAME: _____

Name of Authorized Representative	Title
Signature of Authorized Representative	Date

PER PAGE 15 SECTION g.

Disputes Disclosure Form

Summary of Litigation

Answer the following questions by marking the corresponding boxes. If **YES** is answered to any of the following please explain in detail with concurrent attachment.

1. Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other Regulatory Agency or Professional Association within the last five (5) years?

☐ YES

☐ NO

2. Has your firm, or any member of your firm, been declared in default, terminated, or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

☐ YES

☐ NO

If YES, indicate company name, contact name, and telephone number, length of service provided, and reason for early cancellation / termination of contract.

3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

☐ YES

☐ NO

If YES, state the nature of the request for equitable adjustment, contract claim, or litigation; a brief description of the case, the outcome or status of suit, and the monetary amounts involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this procurement.

PRINT NAME

TITLE

AUTHORIZED SIGNATURE

DATE

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL
PER PAGE 15 SECTION h.