

Brockton Redevelopment Authority Request for Proposal for Independent Audit Report

The Brockton Redevelopment Authority (the “Authority”) is accepting proposals to conduct (i) annual independent audits of the Authority’s financial statements, which report the activities associated with the Community Development Block Grant, HOME Investment Partnership, and Lead Based Paint and Hazard Control federal programs, (ii) issue an independent auditor’s report on internal control over financial reporting and compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards, and (iii) issue an independent auditor’s report on compliance for each major federal program and report on internal control over compliance in accordance with the Uniform Guidance.

The Authority’s accounting software used: QuickBooks Pro 2020
Utilize QuickBooks system to maintain the financial records according to GAAP (full accrual)
Access to pull audit information in Auditor Mode in QuickBooks (QB) directly.

Annual average CDBG entitlement amount \$1.4M
Annual average HOME entitlement amount \$500K
Annual average LEAD grant amount \$1.1M

The point of contact for questions and all other contractual matters relating to this Request for Proposal (“RFP”) is:

Name: Jon Van Kuiken
Title: Financial Clerk and Office Manager
Address: 50 School Street, 2nd Floor
Brockton, MA 02301
E-Mail: jvankuiken@brocktonredevelopmentauthority.com

The deadline for offeror’s proposals is July 8, 2022, **by 3:00 PM** and may be hand delivered, mailed to the Authority, and marked to the attention of the contact listed above, or emailed to the contact listed above.

By submitting a proposal, the offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements.

Scope of Audit Services

This proposal presents the opportunity for qualified firms to bid on the annual independent financial statement audit services and reporting described in the introductory paragraph.

The audit contract awarded to the selected Contractor shall cover annual examinations of the financial statements of the entity and areas listed in this RFP for the Fiscal Year ending June 30, 2021, through Fiscal Year ending June 30, 2023 (three fiscal years), with the option to extend through June 30, 2025.

The selected Contractor shall assist the Authority in responding to inquiries from the Federal agencies on any issues related to the audits for which they are responsible.

The selected Contractor(s) shall perform the procedures necessary with the objective of expressing an opinion on the financial statements and ensure that the reporting entities may use the Contractor's opinion on the general-purpose financial statements in connection with any official statements for public debt issuance.

Any significant non-audit services must, absent exigent circumstances, always be approved in advance by the Board of Directors. The Board of Directors may explore the possibility of alternate service providers before deciding to engage their independent auditors to perform significant non-audit services.

Auditing Standards

Audits shall be conducted in accordance with Generally Accepted Auditing Standards ("GAAS") and requirements as promulgated by the American Institute of Certified Public Accountants ("AICPA") and the Government Accounting Standards Board ("GASB"); and the standards contained in *Government Auditing Standards* issued by the General Accountability Office; the Comptroller General of the United States, the Office of Management and Budget ("OMB") Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*, and related pronouncements and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), relating to Federal assistance programs listed in the Authority's Schedule of Expenditures of Federal Awards.

Intent of RFP

It is the intent of this RFP to identify the most responsive and qualified independent auditor. Auditors responding to this RFP are not guaranteed a contract. Furthermore, there is no guarantee of a minimum amount of work or compensation for any of the respondents selected for contract negotiations.

This RFP is an invitation by the Authority for qualified firms of certified public accountants to submit a proposal for services as a competitive bid. Submittal of a proposal does not create any right in or expectation to a contract with the Authority. The Authority reserves the right to reject any or all proposals and to negotiate with one or more bidders to further modify the proposals. The Authority will not incur a financial obligation for any costs incurred by any company in preparing their proposals.

Timeline for the Audit

Contractors selected must be available to commence work by September 30, 2022. The time period for submission of the deliverables outlined will be from the date of contract through agreed date of completion. However, the finished products must be submitted no later than agreed upon in the final contract.

The following are approximate key dates in connection with the annual audits to be performed under this RFP. The audit plan for the first year of the contract shall be submitted as part of the response to this RFP.

| | |
|---|---------------------------------------|
| | <u>Annually</u> |
| Audit plan to be presented to the Financial Manager | October 1 |
| Interim work to be completed | December 1 |
| Final field work to begin | January 1 |
| Final Management Letter | February 15 |
| Presentation of Financials and all Reports to Board | March Board Meeting (first Wednesday) |
| All Reports to be issued | March 31 |

Further, the auditors shall:

- Provide the Authority with an electronic version of the Final Management Letter and Audit Report so that the Authority can distribute these documents to the Board and post the documents on the Authority's website.
- Will meet directly with the Board of Directors as needed
- Participate in additional meetings as required

ANNUAL AUDITS

The Authority is required to have annual audits performed by independent public accounting firms and each of the following audit reports generated:

1. Annual Financial Statements
2. Single Audit
3. Additional Reports (as listed below)

Annual Financial Statements

The Authority issues annual financial statements which are prepared according to the financial reporting requirements of the Governmental; Accounting Standards Board ("GASB") Statement No. 34, Basic Financial Statements – and Management's Discussion and Analysis ("MD&A") – for State and Local Governments ("GASB 34").

The *Financial Section* is prepared in accordance with GASB 34 requirements, including MD&A, the Basic Financial Statements including notes and the Required Supplementary Information. The Basic Financial Statements present an overview of the Authority's entire financial operations within an enterprise fund. Also included in this section is the Independent Auditors' Report on the Basic Financial Statements.

Examinations shall include all those entities which are required to be included in the Authority's financial statements in accordance with Governmental Accounting Standards Board Section 2100 "defining the financial reporting entity."

Other general and background information may be obtained by reviewing the annual reporting available online at:

<https://brocktonredevelopmentauthority.com/bids/>

Single Audit

In Fiscal Year 2020 (July 1, 2020 – June 30, 2021), the Authority had the following three (3) significant programs:

- Community Development Block Grant *\$3,400,000.00 Awarded (including CARES Act funds)*
- HOME Investment Partnerships *\$500,000.00 Awarded*
- Lead Based Paint Hazard Control Reduction Program *\$1,100,000.00 Awarded*

Additional Reports and Other Considerations

- A. An audit report which consists of Basic Financial Statements, Notes to the Financial Statements, and Supplementary Information no later than March 31, of each year.
- B. An Independent Auditor's Report on the fair presentation of the financial statements in conformity with Generally Accepted Accounting Principles, no later than March 31, of each year.
- C. A report on compliance and internal control over compliance applicable to each major Federal program by March 31 of each year.
- D. The Schedule of Expenditures of Federal Awards and related auditor's report, as well as the reports on compliance and internal controls are not to be included in the annual financial report but are to be issued separately by March 31 of each year.
- E. A Management letter in which the auditor shall communicate to management any deficiencies in internal control found during the audit by March 31 of each year.
- F. Auditor(s) shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware to the Chief Operating Officer and the Board of Directors.
- G. A conference with the Board of Directors to review the financial statements and management letter.
- H. Auditor will provide all draft footnotes and disclosures.
- I. The Authority will provide the general ledger, and the auditor will be required to prepare the financial statements and footnote disclosures based on information provided by the Authority.
- J. Sign-off on release for audit and bond requirements.

MANAGEMENT LETTERS

In conjunction with the annual audits, the selected Contractor will provide a management letter to present any deficiencies in internal control. Other conditions that are not deemed to be deficiencies in internal control are also to be listed and categorized in the management letter.

A final management letter shall be prepared upon completion of the audit and issuance of the audit report but not later than March 31 of each year and shall set forth the following:

- the findings and recommendations for improvements resulting from a survey of systems of internal control conducted as part of the examination;
- the findings and recommendations for improvements in the accounting system that were noted during the conduct of the examination;
- the findings for non-compliance with laws, rules, regulations, and charter requirements coming to the attention of the Contractor during the course of the examination;
- any other material items coming to the attention of the auditor in the course of the examination which the auditor feels should be brought to the attention of management and Board of Directors;
- a listing of the status of all management letter comments from prior letters both resolved and unresolved; and
- response by management to the findings and recommendations noted in the letter.

AS NEEDED ACCOUNTING AND AUDIT-RELATED SERVICES

Additional as-needed accounting and audit-related services may be necessary from time to time from the selected auditors. The effective hourly rate will automatically be the rates used for other as-needed accounting and auditing services unless special expertise is required for which a separate fee will be negotiated.

AUTHORITY SUPPORT AND ASSISTANCE

The Authority assumes that financial statements and notes will be prepared by the audit firm based on information provided by the Authority. The Contractors may then be asked to produce the final published financial statements. Any cost for this assumption should be built into your Cost Proposal.

In its sole and absolute discretion, the Authority will make appropriate staff available to provide assistance to the Contractor(s). Such assistance may include coordinating the audit field work, identifying locations of required records and documentation, preparing and/or obtaining listings of account balances/transactions, providing reasonable detailed analysis and reconciliation of various accounts being audited and other such tasks which will serve to facilitate the conduct of services.

The Clerk/Treasurer's Office expects that the Contractors will use the Authority's QuickBooks file in Audit mode to the fullest extent possible to research transactions and analyze account balances in conjunction with their audits.

The Contractor will ensure a secure portal will be used to download and exchange financial data, reconciliations.

The Authority will arrange for office space, equipment, and access to the Authority's financial system, as determined and approved by the Authority.

ACCOUNTING SYSTEMS

The Authority's accounting/financial reporting software is Desktop QuickBooks Pro 2020.

The primary accounting functions of the Authority are: General Ledger, Accounts Payable, Fixed Assets, Inventory Control, Grant Administration, Project Accounting, and Accounts Receivable.

Proposal Questions

Auditors interested in responding to this RFP are specifically directed NOT to contact any employees or officials of the Brockton Redevelopment Authority or the City of Brockton other than those specifically designated in this RFP and its attachments. Unauthorized contact may be cause for rejection of proposals at the Authority's sole and absolute discretion.

E-mail your questions no later than July 1, 2022 to jvankuiken@brocktonredevelopmentauthority.com.

A summary of the substantive information, questions and answers pertaining to this RFP will be posted on the BRA's website <https://brocktonredevelopmentauthority.com/bids/>

PROPOSAL SUBMISSION REQUIREMENTS

Time and Place for Submission of Proposals

Proposals and all related materials must be received by **3:00 pm EDT by July 8, 2022**. Proposals may be hand delivered to the Authority or mailed/mailed to:

Name: Jon Van Kuiken

Title: Financial and Office Manager

Address: 50 School Street, 2nd Floor

Brockton, MA 02301

E-Mail: jvankuiken@brocktonredevelopmentauthority.com

Proposal Format and Evaluation

FORMAT OF PROPOSALS

This section sets forth the format that must be followed by Offerors in developing their proposals in response to this RFP. The Offeror must understand that BRA will view the degree of compliance with this section as an indication of the degree of cooperation to be expected from the contractor in working with the BRA after contract award. Proposals that vary from this prescribed format are subject to being judged non-compliant and withdrawn from consideration.

The following items must be included in your proposal and clearly marked **RFP for Brockton Redevelopment Authority Audit**.

Complete, but concise proposals, are recommended for ease of review by the Evaluation Team. Proposals should provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Marketing and sales type information should be excluded. All parts, pages, figures, and tables should be numbered and clearly labeled.

TECHNICAL REQUIREMENTS PROPOSAL

Part 1 - Offeror's Contact Information

This section should contain the name of the contact person, the address, and telephone number of the auditing firm submitting the proposal. It should also contain a brief summary of the scope of the work, the approach that will be utilized, and the anticipated time frame for the audit.

Part 2 - Professional Experience

Each Offeror to this RFP should demonstrate its capabilities by providing accurate, descriptive summaries of representative engagements. This section should contain all pertinent information relating to Offeror's organization, personnel, and experience that would substantiate its qualifications to perform the services requires by the RFP. It should contain at least the following information:

- Resumes of principal members of the professional staff who will be assigned to each of the audits.
- An affirmative statement that the firm and all assigned key professional staff are properly licensed to practice in Massachusetts.
- The Offeror should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis or part-time basis.
- The Offeror should submit a copy of the report on its most recent external quality control review (peer review), with a statement whether that quality control review included a review of specific government engagements.
- The Offeror should list the most significant engagements performed in the last five years that are similar to the engagement described in this request for proposal, indicating the date and scope of work performed.

- Briefly describe any pending litigation or litigation related to audit services provided by your firm within past three years of this RFP issue date. If none, state “None”.
- Any evidence of specialized expertise in accounting treatment for quasi-government agencies.
- Experience member that has worked, and rated GFOA applications on behalf of quasi-government agencies.
- Experience in GASB pronouncements.

Part 3 – Proposed Approach and Plans

This section should describe the Offeror’s approach and plans for accomplishing the audit work. Further, the Offeror should describe the effort and skills necessary to complete the audits. The technical proposal should contain at least the following information:

- A brief introduction outlining the overall technical approach including materiality factors which will be used to complete the audits.
- A schedule describing how the work will be accomplished.
- A discussion of computer audit techniques that will be used during the engagement.
- A summary of the problems which the auditor might reasonably expect and the approaches to those anticipated problems.

Part 4 – Additional Information

This section should contain any additional information that the Offeror feels is pertinent information that has not been mentioned anywhere else in the RFP.

- A. Frequency of contacts (both in person and by phone) during the “off season” of the audit.
- B. Bulletins, webinars, and other material from the industry at no charge or discounted.
- C. Proof of Insurance (see attached form)

COST PROPOSAL

This section should contain all information related to fees, out of pocket expenses, hourly rates, etc.

PROPOSAL EVALUATION

The audit procurement process is structured so that the principal factor in the selection of an independent auditor is the auditor’s ability to perform a quality audit. In no case will price be allowed to serve as the sole criterion for the selection of an independent auditor, and the credentials will weigh heavily into the selection process.

This section describes the guidelines used for analyzing and evaluating the proposals. It is the Authority’s intent to select Respondents for contract negotiations that will provide the best overall service package to the Authority inclusive of fee considerations. Respondents selected for contract negotiations are not guaranteed a contract. This RFP does not in any way limit the Authority’s right to solicit contracts for similar or identical services, if, in the Authority’s sole and absolute discretion, it determines the proposals are inadequate to satisfy its needs. As in all professional service contracts, the Authority

reserves the right to accept other than the lowest offer and reject all proposals that are not responsive to this request.

Evaluation Team

The Authority Executive Director, Financial Clerk and Office Manager, and Board of Directors Treasurer will serve as the Evaluation Team. Specifically, the Evaluation Team will be responsible for the evaluation and rating of the proposals, for conducting reference checks, and for interviews, according to the schedule outlined on the RFP cover page. Selection recommendations will be made to the Board of Directors.

The Authority reserves the right, where it may serve its best interest, to request additional information or clarifications from those making proposals, or to allow corrections of errors or omissions.

Selection Time Frame

It is anticipated the selection of a firm will be completed by July 22, 2022. Following the notification of the selected firm it is expected that a contract will be executed between both parties by July 29, 2022.

Minimum Qualifications

Any proposal that does not demonstrate that the Respondent meets these minimum qualifications by the proposal deadline will be considered non-responsive and will not be evaluated or eligible for award of any subsequent contract(s).

- A. Completion of Requirements and Submittal of Forms Described in RFP Attachments I and II as part of the Technical Proposal Package.
- B. Experience: To verify its Experience Minimum Qualifications, the Respondent has submitted at least two Prior Engagement Descriptions as part of its Technical Proposal Package.

Proposal Evaluation Criteria (Total 100 points)

Proposals will be evaluated in accordance with information provided by the Offeror. The Authority reserves the right to evaluate additional criteria it deems appropriate, whether or not such factors have been stated in this section.

- A. Firm Qualifications – 30 points
 1. Offeror's Firm History and Structure
 2. Offeror's demonstrated experience with and understanding of Government and Industry Standards and Requirements, including for audit services:
 - GASB Codification of Governmental Accounting and Financial Reporting Standards;
 - AICPA Audit Guide
 - Audit requirements of OMB Circular A-133
 3. Offeror's specific background and experience in providing services the Authority is requesting, including experience in auditing quasi-government agencies and Federal entitlement and non-entitlement grants

4. Offeror's depth and breadth of experience with local government and quasi-government clients
5. Offeror's familiarity with QuickBooks systems similar to the Authority's financial accounting and management information systems and IDIS
6. Offeror's total staff size and composition
7. Relevance of Offeror's prior engagement descriptions to services BRA is requesting

B. Proposed Engagement Staff – 25 points

1. Firm's experience, capacity and local office staff size and resources
2. Commitment of the Offeror to provide continuity of qualified staff through completion of services and to staff services with local resources
3. Staffing Structure (Proposed Staff Organization Chart)
4. Staff Qualifications
5. Staff member on GFOA

C. Approach and Cost – 35 points

1. Work plan
2. Timeline
3. Direction and review of work
4. Client involvement or level of effort
5. Competitive differences
6. Reasonableness and clarity of Cost Estimate

D. Completeness and Applicability of Proposal Submission – 10 points

1. Conformance with and applicability of information to RFP requirements
2. Clarity of organization and exposition
3. Overall quality of presentation including completeness and accuracy of information

Terms and Conditions

It will be necessary for responding parties to comply fully with the following terms and conditions outlined in this document if they are to be considered. A letter attesting that the respondent has read, understands, and followed all procedures is a part of this RFP must be included as part of the final submittal (see Attachment A).

Communications

It is extremely important that all Offerors are given clear and consistent information. Therefore, all respondents are required to submit any questions related to this project or RFP process via email. Responses to all submitted questions will be posted on the Authority website at: <https://brocktonredevelopmentauthority.com/bids/>. Questions concerning this RFP must be received via email per the schedule outlined on page 1. Inquiries received after this date will not be considered or answered.

Offerors should not communicate with any Authority or City department or employee during the submission process except as described above. In addition, no communications should be initiated by an Offeror to any Authority or City official or persons involved in evaluating or considering the statement of qualifications or proposals. Communication with any parties for any purpose other than those expressly described herein may cause an individual firm, or team to be disqualified from participating.

General Compliance with Laws

The Audit Firm shall comply with all applicable Federal, State, and local laws, including but not limited to the insurance requirements. A certificate of compliance with these ordinances will be required. Provisions of the resulting Agreement shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both parties. If, for any reason, a provision in the Agreement is unenforceable or invalid, that provision shall be deemed severed from the Agreement, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Agreement.

Ownership of Documents

Proposals, plans, specifications, and other documents prepared and submitted under this RFP shall become the property of the Authority.

Public Records

Any and all records submitted to the Authority, whether electronic, paper, or otherwise recorded, are subject to the Public Records Act. The determination of how those records must be handled is solely within the purview of Brockton Redevelopment Authority. Under the Public Records Act, there are no exemptions for documents considered "trade secrets" if those documents are submitted as part of the bidding process.

Non-Discrimination

All auditing firms interested in responding to this RFP will be afforded an opportunity to submit statements of qualifications in response to this request and will not be discriminated against on the basis of political or religious affiliation, race, color, national origin, age, sex, sexual orientation, gender expression, veteran, or crime victim status or disability in receiving consideration for any award of any contract entered into pursuant to this request. We encourage participation by Minority Owned and Women Owned Business Entities.

Other Terms

Costs for preparing your proposal in response to this request are solely the responsibility of the respondent. The Authority assumes no responsibility and liability for costs incurred by parties responding to this RFP or responding to any further requests for interviews, additional data, etc., prior to the issuance of the contract. The Authority reserves the right to accept or reject any or all Statement(s) of Qualifications or proposals, with or without cause, and to waive immaterial defects and minor irregularities in responses. All decisions related to this solicitation by the Authority will be final. The Authority reserves the right to request clarification of information submitted and to request additional information of one or more respondents. This solicitation in no way obligates the Authority to award a contract.

Registration

A successful Audit Firm must be registered with the Massachusetts Secretary of State's office as a business entity doing business in the State of Massachusetts at all times the contract is effective. This registration must be complete prior to the execution of a contract.

Indemnification

The Audit Firm will act in an independent capacity and not as officers or employees of the Brockton Redevelopment Authority nor City of Brockton. The Consultant shall indemnify, defend, and hold harmless the Brockton Redevelopment Authority, City of Brockton, and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the Audit Firm's acts and/or omissions in the performance of "non-professional services" under this contract. As used herein, "non-professional services" means services provided under this Agreement other than professional services relating to the design and/or engineering of all or part of the project. The Brockton Redevelopment Authority shall notify the Audit Firm in the event of any such claim or suit covered by this Subsection and the Audit Firm shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit arising out of "non-professional services" provided under this Agreement. The Audit Firm shall indemnify the Brockton Redevelopment Authority and its officers and employees in the event that the Brockton Redevelopment Authority, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Audit Firm arising from the provision of "non-professional services" (as defined herein) under this Agreement.

The Audit Firm shall indemnify and hold harmless the Brockton Redevelopment Authority and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the Audit Firm's acts and/or omissions in the performance of "professional services" under this Contract. The Audit Firm shall be obligated to indemnify and hold the Brockton Redevelopment Authority, its officers and employees, harmless from and against monetary damages to third parties, together with reasonable costs, expenses and attorney's fees incurred and paid by the Brockton Redevelopment Authority in defending claims by third parties (collectively "Damages") but only in the event and to the extent such Damages are incurred and paid by the Brockton Redevelopment Authority as the proximate cause of negligent acts, errors or omissions ("Professional Negligence") by the Audit Firm, its employees, agents, consultants and subcontractors, in providing the professional services required under this Agreement. As used herein, "Professional Negligence" or "negligent acts, errors or omissions" means a failure by the Audit Firm to exercise that degree of skill and care ordinarily possessed by a reasonably prudent design professional practicing in the same or similar locality providing such services under like or similar conditions and circumstances.

After a final judgment or settlement, the Audit Firm may request recoupment of specific defense costs and may file suit in Massachusetts Superior Court, Civil Division, and requesting recoupment. The Audit Firm shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Audit Firm.

The Brockton Redevelopment Authority is responsible for its own actions. The Audit Firm is not obligated to indemnify the Brockton Redevelopment Authority or its officers, agents, and employees for any liability of the Brockton Redevelopment Authority, its officers, agents and employees attributable to its, or their own, negligent acts, errors or omissions.

In the event the Brockton Redevelopment Authority, its officers, agents, or employees are notified of any claims asserted against it or them to which this Indemnification clause may apply, the Brockton Redevelopment Authority or its officers, agents and employees shall immediately thereafter notify the Audit Firm in writing that a claim to which the Indemnification Agreement may apply has been filed.

Relationship

The parties agree that Audit Firm is an independent contractor. To that end, the Audit Firm shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. Neither the Authority nor the City of Brockton shall provide Audit Firm with specific instructions or training in how to provide the required services, except to the extent required by law or regulation. Audit Firm shall provide its own tools, materials, or equipment. In providing services under this Agreement, Audit Firm shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The parties agree that neither Consultant nor its officers or employees are employees of the Brockton Redevelopment Authority nor the City of Brockton or any of its departments, agencies, or related entities. The parties also agree that neither Audit Firm nor its officers or employees is entitled to any employee benefits from the Authority nor the City of

Brockton. Audit Firm understands and agrees that it and its officers and employees have no right to claim any benefits under the Brockton Retirement System, the Authority or City's worker's compensation benefits, health insurance, dental insurance, life insurance or any other employee benefit plan offered by the Authority. Audit Firm agrees to execute any certifications to the best of its knowledge, information and belief, or other documents and provide any certificates of insurance required by the Authority and understands that this contract is conditioned on it doing so, if requested. Audit Firm understands and agrees that it is responsible for the payment of all taxes on the above sums and that the Authority will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

Evaluation, Acceptance or Rejection of Proposals

The Authority reserves the right to consider proposals for 45 days after receipt thereof, and further reserves the right to accept or reject any or all proposals, waive any defects, informalities, and minor irregularities, to accept exceptions to these specifications, negotiate with one or more parties, and make such awards or act otherwise as it alone may deem in its best interest. Proposals will be reviewed and evaluated by the Evaluation Team based on the information provided in the proposal. The Authority reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals.

Contract Requirements

Audit Firm is advised to review all the attached sections of this document in advance of submitting a proposal. The Authority reserves the right to alter or amend any or all of these provisions in the project contract.

APPENDIX A

Brockton Redevelopment Authority RFP: Independent Audit Services

Understanding of RFP Procedures, Terms and Conditions

This page to be returned with submission

I acknowledge that I have read and understand all procedures and requirements of the above reference RFP and have complied fully with the general terms and conditions outlined in the RFP.

Audit Firm Team:

Representative's Printed Name:

Representative's Title:

Representative's Signature:

Date: