

**Monroe County
Deferred Compensation Plan
Committee**

Request for Proposals

For

Professional Auditing Services

March 24, 2010

GENERAL INFORMATION

Background

The Deferred Compensation Plan for Employees of the County of Monroe (the "Plan") is a defined contribution plan covering all the employees of the County of Monroe. The Plan is exempt from income taxes under Internal Revenue Service Section 457(b) of the Internal Revenue Code. The Plan is subject to the Rules and Regulations of the New York State Deferred Compensation Board, Part 9000.

The County of Monroe administers the Plan and pays certain administrative expenses of the Plan. ICMA-RC ("ICMA") maintains the Plan's investment contract and provides certain administrative and recordkeeping services to the Plan. VantageTrust Company is the Trustee of the Plan's assets.

The financial statements of the Plan are prepared in conformity with accounting principles generally accepted in the United States of America.

Work to be Performed

A. Scope of Services

The Monroe County Deferred Compensation Plan Committee (the "Committee") is requesting proposals from qualified certified public accounting firms to perform the audit of the Plan's financial statements, including the Statement of Net Assets Available for Benefits and the Changes in Net Assets Available for Benefits as well as the audit and testing of investment balances, investment income and investment transactions. The audit shall be conducted in accordance with generally accepted auditing standards. The audit must be in conformity with section 9005.1 of the Rules and Regulations of the New York State Deferred Compensation Board

B. Length of Engagement

The contract period for this proposal will cover one year beginning with the year ending December 31, 2009 financial statements, and may be extended for up to four additional one-year periods.

C. Final Report

The annual audit shall be completed and released to the Board no later than October 14 following each year-end. The final report and copies should be delivered to Scott Adair, Monroe County Director of Finance, 39 West Main Street, Room 400, Rochester, New York 14614.

Instructions

Each proposer must prepare a technical and separate cost proposal in two envelopes labeled appropriately. The envelopes must contain one (1) original and five (5) copies of the proposals to the following individual, who will act as the RFP Coordinator for the Committee:

Scott M. Adair, CPA
Director of Finance
Monroe County
400 County Office Building
39 West Main Street
Rochester, New York 14614

Packages Must Be Marked: Request for Professional Audit Services - Monroe County Deferred Compensation Plan

Responses must be delivered to the above address and received no later than Friday April 30, 2010, at 3:00 P.M.

Responses should be limited to a maximum of 12 pages, inclusive of all items set forth below in 'proposal Requirements' (note: the page limit does not apply to the Cost Proposal, which is to be included in a separate sealed envelope). All pages must be numbered. Additional information provided beyond the 12-page limit will not be considered in the selection process.

Additional Information

Questions that arise during the proposal preparation process must be submitted in writing, or via email, to Scott M. Adair, Director of Finance no later than 1:00 P.M. on April 9, 2010 (email: sadair@monroecounty.gov). Questions and responses will be provided in the form of an addendum to the specifications which, if issued, will be conveyed in writing and sent via email to all firms who received this RFP no later than 5 days before the submission date. No contact will be allowed between the firm and any other member of the Committee or the County with regard to this RFP during the RFP process unless specifically authorized in writing to Mr. Adair or his designee. Prohibited contact may be grounds for firm disqualification.

Evaluation Process

This contract is a professional services contract and as such is not subject to New York State competitive bidding requirements. The award of this contract will be based on criteria required under Section 9003.3 of the Rules and Regulations of the New York State Deferred Compensation Board along with the Committee's consideration of other criteria including: qualifications, competence and capacity to provide service, cost to the County, and responsiveness to the RFP. The Committee reserves the right to reject any and all proposals if such action is deemed to be in the best interest of the Plan participants.

Acceptance/Rejection

The Committee intends to select the proposer whose qualifications will be most advantageous to the Plan participants based upon the criteria set forth in the RFP. The Committee reserves the right to accept or to reject any or all proposals.

The issuance of this RFP constitutes only an invitation to present proposals. The Committee reserves the right to determine in its sole discretion, whether any aspect of the proposals satisfactorily meets the criteria established in the RFP, the right to seek additional information and/or clarification from any proposer, the right to negotiate with any proposer submitting a response, and the right to reject any or all responses with or without cause. In the event that the RFP is withdrawn by the Committee for any reason, including but not limited to the failure to occur any of those things or events set forth herein, the Committee shall have no liability to any proposer for any costs or expenses incurred in connection with this RFP or otherwise.

The Committee reserves the right to retain all proposals and use any idea in a proposal regardless of whether that proposal is selected.

The Committee intends to provide notice to proceed to the successful proposer on or about June of 2010.

Proposal Requirements

The following proposal requirements must be addressed within the 12-page limit as described in "Instructions":

A. Transmittal Letter

Each proposal must be accompanied by a letter of transmittal not exceeding two (2) pages which briefly states (a) the proposer's understanding of the work to be done, (b) the commitment to perform the work within the time period required, (c) a statement as to why the firm believes itself to be best qualified to perform the engagement, (d) a statement that the proposal is a firm and irrevocable offer for 90 days from receipt of proposal, and (e) a statement as to the firm's contact person for the proposal and (if different) the firm's proposed engagement manager. An officer of the firm authorized to commit the firm's resources must sign the transmittal letter.

B. Technical Proposal

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the audit of the Plan. As such, the substance of the proposal will carry more weight than their form or manner of presentation. The technical proposal should demonstrate qualifications of the firm and of the audit team members to be assigned to the engagement.

The following subjects must be presented in the technical proposal (in the order presented below):

1. Independence - The firm should provide an affirmative statement that it is independent of the Plan.
2. License to practice in New York State-. The firm should provide an affirmative statement that it is and all assigned key professional staff are properly licensed to practice in New York State.
3. Firm qualifications and experience - The firm should state the size of the firm, the location and size of the primary office from which the work on this engagement is to be performed and the number and background of the professional staff to be assigned to this engagement.
4. Partner and Manager qualifications and experience - The firm, should identify the Partner and Manager assigned to this engagement. They should also include all relevant experience of these individuals along with two references for each of these individuals.
5. Specific audit approach - The firm should include a description of it's audit methodology, an audit work plan, extent of Computer Assisted Auditing Techniques, and identification of anticipated audit issues.

C. Cost Proposal

The Cost Proposal must be included in a separate sealed envelope, The Cost Proposal must include a certification that the person signing the proposal is entitled to represent the firm, empowered to submit the proposal and authorized to sign a contract with the Committee.

The cost proposal should address the following matters:

1. Maximum yearly price -A schedule of anticipated hours and rates by level of personnel assigned to the engagement that quantifies the maximum price by year.
2. Out-of-pocket expenses -A schedule of, if any, out-of-pocket expenses to be charged to the engagement.

It is expected that all items the firm expects to bill for will be included in the cost proposal. Any items not itemized that are needed to perform this work will be assumed to be part of the rate.

The proposer should note that progress payments will be made on the basis of hours worked during the course of the engagement and out-of-pocket expenses incurred.,

AGREEMENT

Between

MONROE COUNTY DEFERRED COMPENSATION COMMITTEE

and

RE: AUDIT OF THE

DEFERRED COMPENSATION PLAN FOR THE EMPLOYEES OF
THE COUNTY OF MONROE

YEAR ENDED DECEMBER 31, 2009

COUNTY OF MONROE
DEPARTMENT OF FINANCE
400 COUNTY OFFICE BUILDING
ROCHESTER, NY 14614
AGREEMENT

THIS AGREEMENT, which shall be deemed to be dated as of the date the last party executed this agreement by and between THE MONROE COUNTY DEFERRED COMPENSATION COMMITTEE, with offices located in the County Office Building, 39 West Main Street, Rochester, New York 14614 (Committee) and -----.

WITNESSETH

WHEREAS, the Committee is desirous of obtaining the services of the Contractor to perform the scope of services set forth below; and

WHEREAS, the Contractor has submitted a proposal, attached hereon as Appendix A, to perform the required services, and

WHEREAS, the Contractor is willing, able, and qualified to perform such services, and

WHEREAS, the Committee, by resolution adopted on -----, authorized the execution of an Agreement with the Contractor for said services;

It is hereby mutually covenanted and agreed as follows:

1. GENERAL REQUIREMENTS

The Contractor hereby agrees to audit the financial statements of the Deferred Compensation Plan for the Employees of the County of Monroe (the Plan) for the year ending December 31, 2009. This audit is to be performed in accordance with the provisions contained in this agreement.

2. SCOPE OF SERVICES

A. Deferred Compensation Plan for Employees of Monroe County

The Contractor agrees to audit the statement of net assets available for benefits of the Deferred Compensation Plan for Employees of the County of Monroe as of December 31, 2009 and the related changes in net assets for the year then ended.

The Contractor agrees to express an opinion about whether the financial statements of the Deferred Compensation Plan for Employees of the County of Monroe as of December 31, 2009 are fairly presented, in all material respects, in conformity with the accounting principles generally accepted in the United States.

The Contractor agrees to perform tests of documentary evidence supporting the transactions recorded in the accounts, tests of physical existence of assets, and direct confirmation of certain assets and liabilities by correspondence with selected creditors and financial institutions.

The Committee agrees to perform a full scope audit and testing of investment balances, investment income and investment transactions.

B. Irregularities and illegal acts.

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

- Brayton Connard, Chair of the Monroe County Deferred Compensation Committee
- Scott Adair, Monroe County Director of Finance

C. Reporting to the Committee

The Contractor shall assure itself that the Committee is informed of each of the following:

1. The Contractor's responsibility under generally accepted auditing standards
2. Significant accounting policies
3. Management judgments and accounting estimates
4. Significant audit adjustments
5. Other information in documents containing audited financial statements
6. Disagreements with management
7. Management consultation with other accountants
8. Major issues discussed with management prior to retention
9. Difficulties encountered in performing the audit

3. WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

The Contractor's working papers and reports must be retained, at the Contractor's expense, for a minimum of six (6) years, unless the firm is notified in writing by the Committee of the need to extend the retention period. The Contractor will be required to make working papers available, upon request, to the following parties or their designees:

- Monroe County Deferred Compensation Committee
- County of Monroe
- U.S. General Accounting Office (GAO)
- Parties designated by federal or state governments or by the Committee as part of an audit quality review process
- Other parties as deemed appropriate or necessary by the Monroe County Deferred Compensation Committee and/or Monroe County Administration

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

4. ASSISTANCE TO BE PROVIDED TO CONTRACTOR AND REPORT PREPARATION

Monroe County and Committee staff and responsible management personnel will be available during the audit to assist the Contractor by providing reasonable information, documentation and explanations as requested by the Contractor.

The preparation of confirmations will be shared responsibility of the Committee and the Contractor.

A. Electronic Data Processing (EDP) Assistance

Monroe County EDP personnel will be available to provide reasonable systems documentation and explanations. The Contractor may be provided computer time and the use of the County's computer hardware and software at the discretion of the Committee.

B. Financial Statements and Schedules are to be prepared by the Contractor.

C. Work Area, Telephones, Photocopying and FAX Machines

The Committee will provide the Contractor with reasonable workspace, desks and chairs. The Contractor will also be provided with access to telephone lines, photocopying facilities and FAX machines.

D. Report Preparation

Report duplication, binding, and printing, and all costs associated therewith, shall be the responsibility of the Contractor. General purpose financial statement and comprehensive annual financial report distribution, editing and printing, and all costs associated therewith, shall be the responsibility of the Committee.

5. TERM OF CONTRACT

A. The term of this Agreement shall be for the period of June 1, 2010 through May 31, 2011.

B. This Agreement shall remain in effect for the period specified above, unless it is terminated by either party hereto, at any time upon sixty (60) days prior written notice sent by registered or certified mail to the County's Chief Financial Officer or the Contractor without incurring any penalty on account of such termination. This notice shall be sent to the respective party at the addresses first above set forth or at such other address as specified in writing by either party. Upon termination of this Agreement, the Contractor shall have no further responsibility to the County or to any other person with respect to those services specified in this Agreement. Upon termination of this Agreement, the County shall be obligated to pay the Contractor for services only performed through the date of termination. Following such payment, the County shall have no further obligations to the Contractor under this Agreement.

C. Notwithstanding the provisions of the above paragraph, the County may terminate this Agreement immediately upon written notice to the Contractor upon the happening of any of the following:

1. Funding for the services to be performed under this contract is terminated or curtailed.
2. The Contractor becomes bankrupt, insolvent or makes an assignment for the benefit of creditors
3. The Contractor violates any of the terms and conditions of this agreement, or any relevant statute or regulation.
4. The County determines that the services performed by Contractor do not adequately meet the standards of quality as prescribed by State and Federal governments.

6. OPTION TO RENEW CONTRACT

Upon mutual agreement of both parties, this contract may be renewed for an additional 4 one (1) year contracts beginning June 1 and ending May 31 of each additional year. Fees and additional terms and conditions are to be negotiated on or before the termination date of this agreement.

7. FEES/MANNER OF PAYMENT

A. Fees.

The fees to be charged to the Committee to audit year 2009 are based upon the Contractor's proposal as follows:

Partner	/hour
Staff	/hour

Total Allowable Fees are _____

B. Manner of Payment.

Progress payments will be made in the basis of hours of work completed during the course of the engagement incurred during the period. Interim billing shall cover a period of not less than a calendar month. The final bill should approximate 10% of the total fees and may be held for payment by the Committee until delivery of the final report.

8. AMENDMENTS

This Agreement may be modified or amended only in writing duly executed by both parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the parties at the principal addresses as set for the above unless either party notifies the other of a change in address.

9. EXECUTORY NATURE OF CONTRACT

This Agreement shall be deemed executory only to the extent of the funding available and the County shall not incur any liability beyond the funds annually budgeted therefore. The County may make reductions in this Agreement for the loss/reduction in State Aid or other sources of revenues. If this occurs, the Contractor's obligations regarding the services provided under this Agreement may be reduced correspondingly.

10. NO ASSIGNMENT WITHOUT CONSENT

The Contractor shall not, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant any security interest in, or otherwise dispose of this Agreement or any of its right, title or interest herein or its power to execute the Agreement, or any part thereof to any person or entity without the prior written consent of the County.

11. INSURANCE

The Contractor will at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard Workers Compensation insurance, if required by law; professional and general liability insurance (including, without limitation, contractual liability) with single limits of liability in the amount of \$1,000,000 per occurrence, and \$2,000,000 aggregate coverage; automobile liability insurance in the amount of \$1,000,000 with a minimum of \$1,000,000 each occurrence, bodily injury, and property damage. Original certificates evidencing such coverage and indicating that such coverage will not be cancelled or amended in any way without thirty (30) days prior written notice to the Committee and County, shall be delivered to the County before final execution of this Agreement and original renewal certificates conforming to the requirements of this section shall be delivered to the County at least sixty (60) days prior to the expiration of such policy or policies of insurance. The Contractors professional, general liability and automobile liability insurance shall provide for and name Monroe County as an additional insured. All policies shall insure the Committee and the County for all claims arising out of the Agreement. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the County. CONTRACTOR shall not be required to indemnify the Committee and the County for any damage or loss arising out of any grossly negligent or willful misconduct of the Committee and the County, its officers or agents.

12. INDEMNIFICATION

The Contractor agrees to defend, indemnify and save harmless the Committee and the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the Committee and the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees, or arising from any breach or default by the Contractor under this Agreement.

13. INDEPENDENT CONTRACTOR

For the purpose of this Agreement, the Contractor is and shall in all respects be considered an independent contractor. The Contractor, its individual members, directors, officers, employees and agents are not and shall not hold themselves out nor claim to be an officer or employee of Monroe County nor make claim to any rights accruing thereto, including, but not limited to, Worker's Compensation, unemployment benefits, Social Security or retirement plan membership or credit.

14. TITLE TO WORK

The title to all work performed by the Contractor and any unused materials or machinery purchased by the Contractor with funds provided by the Committee in order to accomplish the work hereunder, shall become legally vested to the Committee upon the completion of the work required under this Agreement.

No information relative to this Agreement shall be released by the Contractor or its employees for publication, advertising or for any other purpose without the prior written approval of the Committee. The Contractor hereby acknowledges that programs described herein are supported by this Agreement by the Committee and the Contractor agrees to state this fact in any and all publicity, publications and/or public information releases.

15. RIGHT TO INSPECT

Designated representatives of the Committee shall have the right to monitor the provision of services under this Agreement which includes having access at reasonable times and places to the Contractor's employees, reports, books, records, audits and any other material relating to the delivery of such services. The Contractor agrees to maintain and retain all pertinent records related to this Agreement for a period of ten (10) years after final payment.

16. JOB OPENINGS

The Contractor recognizes the continuing commitment on the part of the County to assist those receiving temporary assistance to become employed in jobs for which they are qualified and the County of Monroe's need to know when jobs become available in the community.

The Contractor agrees to notify the County when the Contractor has or is about to have a job opening within Monroe County. Such notice shall be given as soon as practicable after the Contractor has knowledge that a job opening will occur. The notice shall contain information that will facilitate the identification and referral of appropriate candidates in a form and as required by the Employment Coordinator. This would include at least a description of conditions for employment, including the job title and information concerning wages; hours per work week, location and qualifications (education and experience).

Notice shall be given in writing to:

Employment Coordinator
Monroe County Department of Human Services
691 St. Paul Street, Room 535
Rochester, NY 14605
Telephone #: (585) 753-6322
Fax it: (585) 753-6308

The Contractor recognizes that this is an opportunity to make a good faith effort to work with Monroe County for the benefit of the community. Nothing contained in this provision, however, shall be interpreted as an obligation on the part of the Contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice. Any decisions made by the Contractor to hire any individual referred by or through the County shall be voluntary and based solely upon the Contractor's job requirements and the individual's qualifications for the job, as determined by the Contractor.

17. NON-DISCRIMINATION

The Contractor agrees that in carrying out its activities under the terms of the Agreement that it shall not discriminate against any person due to such person's age, marital status, disability, genetic disposition or carrier status, race, color, creed, sexual orientation, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Sections 290-301 of the Executive Law of the State of New York.

18. CONTRACTOR QUALIFIED, LICENSED, ETC.

The Contractor represents and warrants to the Committee that it and its employees is duly and fully qualified under the laws of the state of its incorporation and of the State of New York, to undertake the activities and obligations set forth in this Agreement, that it possesses as of the date of its execution of this Agreement, and it will maintain throughout the term hereof, all necessary approvals, consents and licenses from all applicable government agencies and authority and that it has taken and secured all necessary board of directors and shareholders action and approval.

19. GENERAL PROVISIONS

This Agreement constitutes the entire Agreement between the Committee and the Contractor and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided. The Agreement shall be governed by and construed in accordance with the laws of New York State without regard or reference to its conflict of laws and principles.

20. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Notwithstanding any other provision in this Agreement, the Contractor remains responsible for ensuring that any service(s) provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

21. FEDERAL SINGLE AUDIT ACT

This contract does not include any federal funding.

22. USAGE OF COMPUTER AND ELECTRONIC EQUIPMENT

The Contractor acknowledges and agrees that usage of any computer hardware, computer software and/or electronic equipment used in the course of carrying out duties under this Agreement will be governed by all applicable laws, rules and regulations.

23. MISCELLANEOUS

The Contractor agrees to comply with all confidentiality and access to information requirements in Federal, State and Local laws and regulations.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

MONROE COUNTY DEFERRED COMPENSATION
COMMITTEE

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND RESPONSIBILITY

The undersigned certifies, to the best of his/her knowledge and belief, that and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
2. Have not within a three-year period preceding this transaction] application/proposal/contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three-year period preceding this transaction] application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Date: _____

By:

STATE OF NEW YORK
COUNTY OF MONROE) SS
CITY OF ROCHESTER

On this ___ day of _____, 200, before me personally came to me known and known to me to be a partner of the firm of and the person described in and who executed the foregoing instrument in the firm name of and he duly acknowledged to me that he executed the same as and for the act and deed of said firm of

STATE OF NEW YORK
COUNTY OF MONROE) SS
CITY OF ROCHESTER

On this day of _____, 200 before me, the subscriber, personally came BRAYTON CONNARD, to me known, who, being by me duly sworn, did depose and say that he resides in the County of Monroe, New York; that he is the Chair of the Monroe County Deferred Compensation Committee, described in and which executed the above instrument; and he duly acknowledged to me that he executed the same as and for the act and deed of that he signed his name thereto by virtue of such authority.