



REQUEST FOR PROPOSAL
INDEPENDENT AUDIT SERVICES

INDEPENDENT AUDIT SERVICES

RFP No: Auditor-2024

PROPOSALS ARE DUE on or before 5:00pm, Friday, January 24, 2025.

NOTE: Proposals must be time stamped by the Kinney County Auditor's Office on or before the hour and date specified for receipt of bids. Proposals received after the date and time specified are subject to rejection.

Proposals can be mailed to:

Cheryll A. Jones
Kinney County Auditor's Office
PO Box 1219
Brackettville, TX 78832

Proposals can be hand delivered to:

Cheryll A. Jones
Kinney County Auditor's Office
501 S. Ann
Brackettville, TX 78832

Proposal questions can be emailed to:

Cheryll A. Jones
county.auditor@co.kinney.tx.us

Proposals must be clearly marked on the exterior with the following:

RFP No: Auditor-2024-Independent Audit Services, the name and return address of the respondent.

Proposals must be submitted as instructed in this packet. The proposal shall be placed in a sealed envelope, with each appropriate page signed by the person having the authority to bind the *firm* in a contract. The proposal number and title must be clearly marked on the outside of the envelope for those submitting by mail or in person.

SPECIFIC REQUIREMENTS

GENERAL: The following information is specific to the selection of a firm for the services described in the scope of services to follow.

EVALUATION CRITERIA AND FACTORS: The Commissioners' Court will evaluate proposals based on a comprehensive set of criteria. The award of the contract shall be made to responsible offeror whose proposal is determined to be the lowest and best evaluated offer resulting from negotiations taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with the Texas Local Government Code Chapter 262. The evaluation criteria will be grouped into percentage factors as follows:

- 30% The firm's experience in providing audits of governmental entities as described in the scope of services. Includes the qualifications of staff assigned to the audit, specifically the staff's work experience, education, certification and tenure with the firm.
- 30% References and recommendations from current or past clients
- 20% Audit Strategy
- 20% Offeror's total proposed price

MINIMUM REQUIREMENTS: The County ranks audit quality and technical competence high in its expectations. Governmental auditing standards require specialized continuing education. Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for the award. All offerors will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Revisions to proposals *may* be permitted after submission and before the award for the purpose of obtaining the best and final offers as determined to be in the best interest of Kinney County.

SUBMITTAL: For proper comparison and evaluation, Kinney County requests that proposals address, at a minimum, the following format:

Transmittal Letter: A brief introductory letter or representation. Briefly state your understanding of the work to be performed and make a positive commitment to perform the work within the time period. State the names, titles, addresses, telephone numbers and email addresses of persons authorized to make representations for the offeror. Please limit to one or two pages.

Executive Summary: A brief summary highlighting the more important points of the proposal. Describe the scope of the required services. The offeror's specific audit approach should be set forth in the proposal and should include an explanation of the audit methodology to be followed.

Peer Review: Offeror should include a repost on the results of the firm’s most recent Peer Review as required by the AICPA and Government Auditing Standards. The report should state whether the Peer Review included a review of government audits.

Degree of Compliance: A statement that all services quoted in the proposal are in full accord with the specifications of a brief listing of all those specification sections to which the offeror takes exception.

Proposal Pricing: Summarize the work plan to accomplish the scope defined in these guidelines stated herein and the maximum fee for which the requested work will be done for each fiscal year in the initial term and indicate what methods would be used to calculate costs for future optional terms. Include detail of price including the number of staff and estimated staff hours that will be committed to the audit. Anticipated travel costs should also be included and should be in line with the County’s travel policy. Cost estimates should be submitted on the Cost Estimate Sheet included in this request for proposal.

Explanations and Expectations: Include explanations, exceptions, comments, etc., that you consider necessary pertaining to the specific sections of the specifications. All comments shall be listed and numbered in the order of the respective article of the specification.

Background Information: This section should include a description of the offeror’s experience with other services similar to the one described herein. This information should include, at a minimum, the information requested herein.

- Briefly describe the firm, location, range of activities engaged in the practice of public accountancy.
- Confirm that offerors are certified public accountants presently engaged in the practice of public accountancy.
- Affirm that the offerors are independent.
- Identify the supervisors who will work on the audit and include a resume for each supervisory person to be assigned to the audit.
- Include information which attests to the proposer’s auditing experience, particularly in auditing Texas counties. Specifically include a list of government clients.
- Include the names, qualifications and a brief resume of each individual who will be assigned to the audit for the County. At least one (1) certified public accountant is required.

Schedule: Offeror shall submit a schedule outlining the date the offeror is available to begin the audit, date fieldwork shall begin and end, date draft reports shall be submitted and date final report will be delivered for the audit. Offeror must also provide or assign staff to answer questions for Kinney County throughout the year.

References: Offeror shall submit with this proposal a list of at least three (3) references where like services or similar projects have been performed by their firm. Include name of client, address, telephone number, email address and representative's name.

Affidavit: Offeror shall complete and submit with the proposal the Bid Proposal Affidavit provided as part of this request for proposal.

Engagement Letter: Offeror shall submit with this proposal a copy of the firm's standard Engagement Letter for review.

TERM: The initial term of the contract shall be for a three (3) year period from date of award with an option to renew for additional one-year terms at the discretion of the Commissioners' Court.

OFFEROR RESPONSIBILITY: It is the responsibility of each offeror before submitting a proposal:

- To examine thoroughly the contract documents and other related data identified in the proposal documents.
- To consider federal, state and local laws and regulations that may affect costs, progress, performance or furnishing of the work.
- To study and carefully correlate offeror's knowledge and observations with the contract documents and such other related data.
- To promptly notify the County Auditor's Office of all conflicts, errors, ambiguities, or discrepancies which offeror has discovered in or between the contract documents and such other related documents.

NATURE OF SERVICE REQUIRED:

- Fiscal year financial audit of Kinney County. The examination shall include the general purpose financial statements. The auditor's opinion must cover the full scope of the Financial Statement.
- The audit should be made in accordance with:
 - Generally accepted auditing standards established by the AICPA
 - The AICPA Industry Audit Guide, Audits of State and Local Governmental Units.
 - NCGA Statement 1, Governmental Accounting and Financial Reporting Principles.
- State and Federal Grant Single Audit in conformance with OMB Circular A-133.

CONTRACTUAL ARRANGMENT: Kinney County reserves the right to accept or reject any or all proposals submitted. Kinney County is under no legal requirement to execute a contract and intends the material herein as a general description of the services desired.

ADDITIONAL INFORMATION:

- The majority of field work for the County’s independent audit will be conducted in the office of the County Auditor. The County Auditor will coordinate the audit for the County. Workspace for the audit staff will be provided. Records and documents to be audited are located at the County Auditor’s office and other County offices.
- It has been the practice of the County Auditor’s office to assist the independent auditors by providing required information, preparing closing entries, audit schedules and preliminary financial statements.
- The County’s 2024 budget is \$19m. The General Fund budget is \$8m. We maintain Special Revenue Funds, Enterprise Funds, Proprietary Funds and Agency Funds.
- A single audit of grants must be performed in conjunction with the financial audit if the audit firm determines the County meets the requirements.
- The County is structured so that cash collections is decentralized. There are multiple cash collection points throughout the County.
- Kinney County employees participate in the Texas County and District Retirement System, a deferred compensation plan and a tax-free benefit plan. The Commissioners’ Court establishes the level of participation annually. Participation in the plan is required. Actuarial services for the plan are provided by the Texas County and District Retirement System.
- Prior year audit reports and management letters are on file for review upon request in the County Auditor’s office at 501 S. Ann Street, Brackettville, Texas.
- Kinney County’s payroll is managed and distributed by the County Treasurer’s office with over 100 employees on a bi-weekly basis and includes up to 10 deductions.
- The County has outstanding debt at September 30, 2024.
- The County’s Certified Investment Officers, the County Treasurer and County Auditor, handle the investment of idle funds.

GENERAL CONTRACT TERMS AND CONDITIONS

CONTRACT: This proposal, submitted documents and any negotiations, when properly accepted by Kinney County, shall constitute a contract equally binding between the successful offeror and Kinney County. No different or additional terms will become part of this contract with the exception of a Change Order.

CONFLICT OF INTEREST: No public official shall have any vested interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon’s Texas Codes of Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

CONFIDENTIALITY: All information disclosed by Kinney County to the successful offeror for the purpose of the work to be performed or information that comes to the attention of the successful offeror during the course or performing such work is to be kept strictly confidential.

ADDENDA: Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in the Kinney County Auditor. Addenda will be e-mailed to all who are known to have received a copy of this Request for Proposal. Offeror shall acknowledge receipt of all addenda.

CHANGE ORDER: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract shall be made in writing to the Kinney County Judge.

ASSIGNMENT: The successful offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of the Kinney County Commissioners' Court.

VENUE: The agreement will be governed and constructed according to the laws of the State of Texas. This agreement is performable in Kinney County, Texas.

SUBMITTAL OF CONFIDENTIAL MATERIAL: Any material that is to be considered as confidential in nature must be clearly marked as such by the offeror and will be treated as confidential by Kinney County.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS: A prospective offeror must affirmatively demonstrate their responsibility. A prospective offeror must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required;
- Be able to comply with the required or proposed delivery schedule
- Have a satisfactory record of performance, integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

Kinney County may request representation and other information sufficient to determine offeror's ability to meet these minimum standards listed above.

INDEMNIFICATION: Successful offeror shall defend, indemnify and save harmless Kinney County and all of its officers, agents and employees from all suits, actions or other claims of any character, names and descriptions brought for or on account of any injuries or damages received or sustained by any person, persons or property on account or any negligent act of fault of the successful offeror, or any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful offeror shall pay any judgement with cost which may be obtained against Kinney County growing out of such injury or damages.

SALES TAX: Kinney County is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposal price shall not include taxes.

PATENT/COPYRIGHTS: The successful offeror agrees to protect Kinney County from claims involving infringements of patents and/or copyrights.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, completion and acceptance of services or default. Kinney County reserves the right to terminate this contract immediately in the event the successful offeror fails to:

- Meet delivery or completion schedules
- Otherwise perform in accordance with the accepted proposal

Breach of contract or default authorizes the County to award to another offeror, purchase elsewhere and charge the full increase cost to the defaulting offeror.

Either party may terminate this contract within thirty (30) days written notice to either party stating cancellation. The successful offeror must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other part at the address on the affidavit for the contractor or to the Kinney County Judge, PO Box 348, Brackettville, TX 78832.

PERFORMANCE OF CONTRACT: Kinney County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting contract award.

INVOICES: Invoices shall be mailed directly to:

Kinney County Auditor
PO Box 1219
Brackettville, TX 78832

Invoices may also be emailed to: county.auditor@co.kinney.tx.us

The invoice shall show:

- Accounting firm name and address;
- Detailed breakdown of all charges for services delivered, stating the applicable period of time;
- Separate invoices for single audits for grant purposes

Invoices shall be based upon actual services rendered and actual hours of performance and /or products delivered.

PAYMENT: Payment will be made upon acceptance by the County of all completed services and/or product ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. Kinney County Commissioners' Court has regular court every other Monday of each month for the approval of all vouchers for payment. The checks are mailed within two (2) days of approval. Successful offeror's will be paid within thirty (30) days of date the invoice is received.

FUNDING: Funds for payment have been provided through the Kinney County budget by the Commissioners' Court for this fiscal year only. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Kinney County fiscal year shall be subject to budget approval.

**KINNEY COUNTY, TEXAS
 REQUEST FOR PROPOSALS NO. AUDITOR-2024
 FINANCIAL AUDIT SERVICES
 COST ESTIMATE SHEET**

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL

OFFEROR: _____

KINNEY COUNTY AUDIT

Maximum Fee:

	Governmental Audit	Single Audit (Texas)	Single Audit (Federal)
Fiscal Year ending September 30, 2024			
Fiscal Year ending September 30, 2025			
Fiscal Year ending September 30, 2026			

Indicate the methods that would be used to calculate costs for future optional terms. Include detail of price including the number of staff and staff hours that will be committed to the audit.

NOTE: Proposals not accompanied by this Cost Estimate form will not be considered.

VENDOR REFERENCES

Please list three (3) references of current clients who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal.

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL

REFERENCE ONE

Government/Company Name: _____
Address: _____
Contact Person and Title: _____
Phone: _____
Email: _____
Contract Period: _____
Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____
Address: _____
Contact Person and Title: _____
Phone: _____
Email: _____
Contract Period: _____
Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____
Address: _____
Contact Person and Title: _____
Phone: _____
Email: _____
Contract Period: _____
Scope of Work: _____

NOTE: Proposals not accompanied by this Vendor References Form will not be considered.

BID PROPOSAL AFFIDAVIT

The undersigned certifies that the bid prices in this proposal have been carefully reviewed and are submitted as correct and final. He/She further certifies that the offeror agrees to furnish any and/or all items upon which prices are extended at the price(s) offered, and upon the conditions contained in the specifications of the Invitation to Bid.

STATE OF TEXAS §
COUNTY OF KINNEY §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who after being duly sworn, did depose and say: "I, _____, am a duly authorized officer or agent for _____, and have been authorized to execute the foregoing bid proposal o their behalf. I hereby certify that the foregoing proposal has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services or materials bid on, or to influence any person or persons to bid or not bid thereon.

Name and Address of Offeror:
Telephone:

By: _____
Name Title

Signature: _____

SUBSCRIBED AND SWORN to before me by the above named on this the ____ day of _____, 202__.

Notary Public in and for the State of Texas

NOTE: Proposals not accompanied by this Affidavit will not be considered.