

REQUEST FOR PROPOSALS

BOX ELDER COUNTY

FOR

PROFESSIONAL AUDITING SERVICES

Date of Issue: October 9, 2020

Responses Due: November 13, 2020

Box Elder County

Request for Proposals for Professional Auditing Services

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PROFESSIONAL AUDITING SERVICES REQUEST FOR PROPOSAL

Section 1. INTRODUCTION

Box Elder County (the County) is soliciting competitive proposals from qualified Certified Public Accounting firms to audit its financial statements for the fiscal years ending December 31, 2020-2024.

Section 2. PURPOSE

The County desires to contract with a professional CPA firm to provide independent auditing services and to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles. The audit is to be performed in accordance with auditing standards generally accepted in the United States of America, the standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards*, the provisions of the federal Single Audit Act of 1984 (as amended) and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, as well as the additional requirements established in this RFP.

The selected audit firm must be willing to enter into a written contract with the County, the terms of which will be substantially the same as those outlined in this request for proposal. If a firm requires any special terms or accommodations not discussed in this RFP, those items must be explicitly explained in a separate attachment.

Section 3. TERM OF AGREEMENT

A five-year contract is contemplated, subject to the satisfactory negotiation of terms, the concurrence of the County Commission and the availability of appropriated funds. Although the audits are to cover the 2020-2024 fiscal years, due to the nature of the audit cycle, the actual work performed by the firm will be done during calendar years 2021-2025, and will therefore be funded from appropriations in those budget years.

Section 4. BACKGROUND – BOX ELDER COUNTY

- A. Box Elder County - General.** Box Elder County lies on the north end of the Great Salt Lake, covering a large area north to the Idaho border and west to the Nevada border. Included in this area are large tracts of barren desert, contrasted by high, forested mountains. The Wasatch Front lies along the southeastern border. Its county seat and largest city is Brigham City.
- B. Government Structure.** Box Elder County is governed by an elected three-member County Commission. Duties of the County Commission include levying property and local option sales taxes, appropriating funds for the various departments, and managing all County administrative affairs in general. The Commission also licenses and regulates businesses, exhibitions, and recreation within the unincorporated areas of the County. Seven other elected officials serve four-year terms as various administrative officers for the County.

The County provides services to both incorporated and unincorporated areas within the County. Services administered by the County include public safety, highways and streets, planning and zoning, recreation, elections, and libraries. The County also collects property taxes for all taxing entities within the County and distributes those funds to the entities each month.

C. Nature and Magnitude of Financial Operations. Under Title 17 of the Utah Code, the elected County Auditor has statutory responsibility for many of the centralized finance-related functions in the County, such as serving as the Budget Officer, auditing and paying claims, keeping the books of account, and coordinating the independent audit and related financial reporting.

Most accounting functions are the responsibility of the Auditor's Office including general accounting, capital assets, accounts receivable, accounts payable, cash receipting, and financial reporting. Payroll functions are currently under the direction of the Human Resource Department. Other County departments employ staff who perform a variety of departmental-type financial responsibilities relating to the functions their offices serve. They initiate purchasing and payment requests, track payroll timekeeping, assist with inventories of capital assets, and prepare and analyze departmental budgets. Certain subsidiary accounting information is maintained at the department level to meet the unique needs of their organizations. However, all transactions that have an impact on the County's budgetary system and general ledger are processed through the central financial system, for which the Auditor's Office has responsibility.

The County uses Tyler Technologies' general ledger system InCode X for the year 2020. The general ledger system will be transitioning to Caselle during the 2021 calendar year. Both systems integrate the purchasing, accounts payable, cash receipting, fixed assets, budgeting, and accounting functions and internal controls. The County uses the payroll system Kronos Workforce Ready for timekeeping, payroll, and human resources. The County uses another Tyler Technologies product for its property tax system. Other decentralized financial and non-financial software applications exist throughout the County.

Based on statutory authority, the elected Treasurer maintains cash and investment records separate from the Auditor's general ledger. The Treasurer also serves as the property tax collector for all taxing entities within the County and disburses substantial amounts of tax collections to those entities each year.

D. Basis of Accounting and Budgetary Control. Box Elder County's annual financial statements for governmental funds are prepared using the modified accrual basis of accounting. Government-wide, proprietary fund, and fiduciary fund financial statements are prepared using the accrual basis of accounting, as required by generally accepted accounting principles.

Annual budgets are prepared and adopted before December 31 for the calendar year commencing the following January 1 in accordance with the Uniform Fiscal Procedures Act for Utah Counties. Budgets for the General Fund, all special revenue funds, debt service funds, and capital projects funds are legally required and are prepared and adopted on the modified accrual basis of accounting. Budgetary control is maintained on a division level as required by state law, and any increases to budgeted revenues or expenditures for a division must be approved by the Commission after a public hearing. Other adjustments may be made to the budget throughout the year so that departments and funds do not end the year in a deficit position.

E. Fund Structure. The County uses the following fund types in its budgeting and financial reporting:

<u>Fund Type</u>	<u>Major Funds</u>	<u>Nonmajor Funds</u>	<u>Total Individual Funds</u>
General Fund	1	N/A	1
Special Revenue Funds	3	2	5
Debt Service Funds	0	1	1
Capital Projects Funds	1	0	1
Enterprise Funds	1	0	1
Internal Service Funds	N/A	N/A	0
Private-Purpose Trust Funds	N/A	N/A	0
Agency Funds	N/A	N/A	1

The County’s Financial Statements are available online on the State Auditor’s website at <https://reporting.auditor.utah.gov/searchreport>. We strongly encourage each responding audit firm to review these documents to gain a more thorough understanding of Box Elder County’s government structure, financial condition, fund structure, and reporting requirements.

F. Audit Committee / Internal Audit Function. Box Elder County currently has an Audit Committee made up of three individuals, as follows: a County Commissioner (Chair), the County Auditor (Vice-Chair) and the County Treasurer.

The Audit Committee hires, directs, and supervises the work of the Internal Auditor when that position is filled, and if not filled by a county employee, the Audit Committee may initiate and supervise internal audit functions performed by contracting auditing firms. The County currently does not have a full-time internal auditor, nor does it have a current contract with an auditing firm for internal audit services. Limited reviews of specific areas have been conducted by the Auditor as needed. All findings and reports of the Audit Committee will be available to the audit firm during the course of the annual audit.

The Independent External Auditor provides preliminary audit results to the Audit Committee for review, comment, and appropriate response. The Chair ensures that any elected office or department that is addressed in the audit has an appropriate opportunity to respond to issues or concerns addressed in the preliminary audit report. The response of an office or department is provided to the Audit Committee for its consideration, and the final response of the Audit Committee becomes the official response of the County to any audit findings.

Section 5. SCOPE OF WORK – AUDIT OF BOX ELDER COUNTY

A. Type of Audit Opinion. The County desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles.

Required Supplementary Information, including Management’s Discussion and Analysis, is not part of the basic financial statements, but is supplementary information required by the Governmental Accounting Standards Board. This supplementary information is therefore not audited, but the auditor shall be responsible for performing certain limited procedures as mandated by generally accepted auditing standards.

The auditor is not required to audit the schedule of expenditures of federal awards. However, the auditor is to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.

To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepting auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's *Government Auditing Standards*, the provisions of the Single Audit Act of 1984 (as amended in 1996) and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

B. Reports to be Issued. The following reports will be issued at the completion of the audit:

1. Annual Financial Report – The Auditor’s Office will be responsible for completing, printing, and posting on the State Auditor’s web site the final Annual Financial Report. The audit firm must be willing to provide its opinion letter in PDF format for inclusion in the final electronic report, in addition to providing an original signed letter on the audit firm’s letterhead.
2. A report on internal controls, including recommendations to management regarding how internal accounting and administrative controls could be improved. The County understands that this report (typically referred to as the *management comment letter*) must include a description of any reportable conditions or material weakness noted in the County’s internal control structure.
3. All Single Audit reports required by OMB Circular A-133.
4. All reports required by the state compliance guidelines issued by the Office of the Utah State Auditor.

The audit firm may be responsible for completing and printing the Internal Control, Single Audit, and State Compliance reports (2, 3, and 4 above) as a single bound report for distribution to the appropriate federal and state agencies. This report will be issued separately and will not be included as part of the annual financial report. The County expects to distribute this report electronically as well, therefore, the audit firm must be able to provide electronic copies of these reports in a file size that is easily emailed and uploaded to various websites.

C. Special Considerations

1. **Audit Time Requirements and Deadlines.** The County must submit its ANNUAL FINANCIAL REPORT to the Office of the Utah State Auditor by June 30th every year. Accordingly, the County desires to have the audit firm complete its work and issue an opinion letter dated no later than June 15th of each year. If issues arise during the audit that could delay completion of the audit beyond this deadline, the audit firm will immediately bring those issues to the attention of the County’s management and will work with the County to resolve the issues as soon as possible.
 - a) *Date Audit Fieldwork May Commence.* The County will have a trial balance and supporting records ready for audit for the firm to begin on or before April 1st. Fund financial statements will be available soon thereafter.
 - b) *Detailed Audit Plan.* The auditor should provide an audit plan to the County at an entrance conference meeting with the Audit Committee and Auditor’s Office staff.
 - c) *Fieldwork.* The auditor shall complete all fieldwork and final/partner reviews to comply with the June 15th opinion letter deadline.

d) *Report Dates.* The auditor shall meet the following estimated deadlines, and have draft and final reports completed as shown below:

<u>Report</u>	<u>Due Date</u>
ANNUAL FINANCIAL REPORT	June 15
Internal Control Report (with Management Comment Letter)	June 25
Single Audit Reports	June 25
State Compliance Reports	June 25

e) *Conferences and Progress Reporting.* At a minimum, the following conferences should be held by the dates indicated:

First week in February – Entrance conference with the County’s Audit Committee, Auditor and staff, and key financial personnel and County administrators as needed. The purpose of the meeting will be to discuss prior audit problems (if applicable), timelines for the current year’s audit procedures, any interim work to be performed and any anticipated audit issues.

Progress reporting – During each audit the County assumes all field work and report preparation will be timely accomplished unless the audit firm otherwise notifies the Auditor’s staff. Significant or unusual audit issues, major findings, and all management comment letter recommendations should be brought to the attention of the appropriate individual(s) as soon as they arise (as described below under Section 5.C.7 “Management Comment Letter”). Periodic coordination meetings may be held throughout the course of the audit involving key individuals from the County and the audit firm.

First week in July – Exit conference with the County’s Audit Committee, Auditor’s Office, and key financial personnel and County administrators as needed. The purpose of this meeting is to summarize the results of fieldwork, review significant findings, and explore ways to improve the process for the next year’s audit.

- 3. Additional Professional Services.** The County may request the auditor to render additional services to either supplement the services requested in this RFP or to perform additional work for “special projects.” Such additional work shall be performed only upon request of and approval by the County Commission and Auditor, and shall not require a separate addendum to the contract. Any such additional work agreed to between the County and the firm shall be performed at the same “quoted rates” as set forth in the schedule of fees and expenses shown in the audit firm’s proposed fee schedule or as otherwise agreed in writing by the County and the firm.
- 4. Use of Audit Report in Official Statements and Posting on Web Sites.** The County may issue various forms of debt during a given year that require the County to include its audited financial statements in an official statement or other offering document. The County also posts its completed ANNUAL FINANCIAL REPORT on the Auditor web site in PDF format where it is available for download by the general public. Auditing standards generally accepted in the United States of America do not require state and local governments to obtain prior permission from the independent auditor before the audited financial statements may be included in an offering statement or posted on the government’s web site. The County also does not intend for

the audit firm to be associated with these types of documents or web sites and does not expect to ask the audit firm for assistance or reviews in preparing the same.

Therefore, the County will consider a completed audit report to be a “County-owned” document and will use it in any appropriate manner without obtaining prior permission from the audit firm and without being charged a fee by the audit firm. This will include incorporating the audited financial statements, including the report of the independent auditor, into an offering statement, or posting the ANNUAL FINANCIAL REPORT on the County or State Auditor’s web site. Such ownership rights shall remain with the County provided that all of the following conditions have been met:

- The independent auditor’s report accompanies the same complete set of financial statements for which an opinion was rendered;
- The financial statements are not used in a potentially misleading manner; and
- No material subsequent event has occurred that might render the financial statements potentially misleading.

5. **Availability of Audit Reports and Working Papers.** All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the County notifies the firm in writing of the need to extend the retention period. 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.
6. **Management Representation Letter.** If the audit firm requires written representations from County management, such as is typical in a *management representation letter*, the audit firm shall organize and sort the list of items in such a manner as to allow each County official, when making such representations, to sign only for those matters for which they are considered by the County to have responsibility (either explicit statutory responsibility, or implied responsibility, due to the nature of the work performed under their supervision). This provision is very important to the County and will be included in the contract language.

Also, the County wishes to receive a draft version of the representation letter at least one week in advance of the anticipated date of signing to make officials aware of the firm's expectations. Any technical terms used in the representation letter that may not reasonably be understood by a non-accountant official should be so written or otherwise explained to enable County officials to know what they are representing with their signatures.

7. **Management Comment Letter.** As described in the background section, the County is diverse, with many decentralized operations. The County desires the audit firm to use the following procedure in regards to issues that may be included in the auditor’s management comment letter:
 - At the time an issue or concern comes to the auditor’s attention, the auditor should discuss the matter with the appropriate level of authority (generally the division director, or, in the case of an elected office, the elected official or his/her designee who deals with the operational matter in question). The auditor should document the item of concern and the nature of the discussion, and then ask the affected County official to sign an acknowledgment of the discussion and any corrective action that was discussed. Also, in addition to providing a copy to the affected party, the auditor should provide a copy of the signed acknowledgment to the Auditor.

This procedure will help speed the process of compiling responses to the findings and

recommendations of the management comment letter.

Section 6. ASSISTANCE PROVIDED TO THE AUDIT FIRM

A. Auditor's Office. The County Auditor's Office staff will be available during the audit to assist the firm by providing information, documentation, and explanations. The County Auditor is the primary contact for audit assistance and the first level of communication between the County and the audit firm dealing with direct audit matters. The Auditor's Office will prepare confirmations at the request of the audit firm, except for bank balances, which the audit firm must coordinate with the County Treasurer's Office.

Matters relating to Single Audit and State Compliance reports should be coordinated through the County Auditor and the appropriate department managers. Matters relating to the property tax system (Auditor's Office involvement with the tax system) should be coordinated through the County Auditor but may also require discussions with the Assessor, Recorder/Surveyor, Treasurer, and Information Technology offices. Other matters should be coordinated directly with the appropriate county departments.

B. Information Technology Department. Personnel from the Information Technology Department (IT) will be available to provide systems documentation and explanations. The auditor will be provided a reasonable amount of computer time and the use of the County's computer hardware and software, as appropriate, to adequately perform any computer-related audit procedures deemed necessary by the auditors and approved by the County.

C. Work Area, Telephones, Photocopying, FAX, etc. The County will provide the auditor with reasonable workspace, desks and chairs. The auditor will also be provided with access to a reasonable number of telephones and adequate photocopying facilities and FAX machines. The County will not provide calculators or personal computer equipment.

Section 7. COSTS / FEES

A. Total All-Inclusive Maximum Price for each audit year 2020-2024. The bid should contain all pricing information relative to performing both audit engagements as described in this RFP and in the format provided in Attachment A. The total all-inclusive maximum prices to be bid must contain all direct and indirect costs including all out-of-pocket expenses.

B. Rates of Partner, Managers, Supervisory and Staff Level. The bid should include a schedule of standard professional fees, and fees quoted for this engagement, if different, presented in the format provided in Attachment A. The quoted rates will be used for additional work ("special projects") as explained in Section 5.C.3 above.

Section 8. PROPOSAL SUBMISSION REQUIREMENTS

All proposals submitted for evaluation must include, but are not limited to, the following information. Failure to follow the prescribed format may result in rejection of the proposal.

A. Firm's Qualifications. Provide a brief description of the firm or individual's historical background, its focus, the scope and nature of services routinely provided by the firm on projects of this nature and its capabilities. Identify the type of business (corporation, partnership, sole proprietor, etc.) and

whether licensed to do business in the State of Utah.

The firm should provide an affirmative statement that it is independent of Box Elder County as defined by generally accepted auditing standards and the U.S. General Accounting Office's *Government Auditing Standards*. The firm should also list and describe the firm's professional relationships involving the County for the past five years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

The proposal 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 will be performed, the number and nature of the professional staff to be employed in this engagement on a full-time basis, and the number and nature of the staff to be so employed on a part-time basis.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific *government* engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm or any individuals employed by the firm during the past three years with state regulatory bodies or professional organizations.

B. Audit Team. Provide an organizational chart showing the level of organizational responsibility of all major participants (partners, managers, other supervisors and specialists) of the firm's proposed audit team. Include resumes of those major participants who will be directly involved in the overall auditing effort. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Utah. Provide information on the *government* auditing experience of each person.

Provide complete information regarding the number, qualifications, experience and training, including relevant continuing professional education, of the other staff to be assigned to this engagement.

C. Relevant Experience. Provide detailed relevant experience of similar projects which shall include the following: completion date; name of client, contact person, current phone; brief description of service performed or project scope; and any other pertinent information regarding experience. Outline this experience in the following order:

Prior engagements with the County. List separately all engagements within the last five years, ranked on the basis of total staff hours, for the County by type of engagement (i.e. audit, management advisory services, other). Indicate the scope of work, dates, engagement partners, approximate hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.

Similar engagements with other government entities. For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the

last five years that are similar to the engagement described in this request for proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, approximate total hours, and the name and telephone number of the principal client contact.

Implementation of New GASB Pronouncements. Please provide specific examples of how your firm has assisted your clients, especially other government entities, in implementing new accounting standards.

- D. Proposed Approach.** Describe your firm's approach to the audit. Describe your firm's overall philosophy and how it will be applied to the project. Describe your firm's capability to deal effectively with the County to ensure its needs are met.

Specific audit approach. Proposers should provide any information regarding the specific audit approach you feel the County should be aware of, or that may distinguish your firm's approach from other audit firms.

Identification of anticipated potential audit problems. The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems, and any special assistance that may be requested from the County.

Report format. One copy of a financial report from one of your clients considered by your firm to be the most similar in size and nature to Box Elder County should be submitted with the proposal (or a web site link where one can be viewed or downloaded). A clear indication should be made in the response if your firm anticipates using any notable deviation from what would be considered as standard formats for the required reports. If any such deviations are anticipated, the proposer should include sample formats for those reports.

- E. Project Schedule.** Time is of the essence in all project activities to assure the earliest possible project delivery. Provide a brief history of your firm's past experience and the ability to complete projects on time. Refer again to the audit timetable shown in Section 5.C.1 above.

Provide a summary of estimated total planned hours for the entire engagement, indicating a subtotal for partners, managers, seniors and staff. At the option of the proposer, the planned hours may also be indicated for each segment of the County's portion of the audit (ANNUAL FINANCIAL REPORT, Single Audit, OECC, State Legal Compliance, etc.).

- F. Proposed Fees.** The proposal must indicate using *Attachment A* a total "not-to-exceed" price which will include any and all professional fees and any and all costs that the audit firm may incur, including any costs for transportation, lodging, communication, copying, printing, etc., for the audit of fiscal years 2020, 2021, 2022, 2023, and 2024. No additional payment beyond the "not to exceed price" will be considered, except if additional work is requested and authorized by the County.

The bid should also include a schedule of standard professional fees, and fees quoted for this engagement, if different, presented in the format provided in the *Attachment A*. The firm's quoted rates will be used for any additional work ("special projects") as explained above.

Section 9. SUBMISSION OF PROPOSALS

Three (3) copies of a written proposal will be accepted until **2:00 p.m. on Friday November 13, 2020** at the Box Elder County Auditor's Office, 01 South Main Street, Brigham City, UT 84302, attention

Tom Kotter, County Auditor. **No responses will be accepted after that date and time.** The sealed transmittal is to have "**PROFESSIONAL AUDITING SERVICES**" clearly marked on the outside of the package.

All costs associated with the preparation of the proposal, as well as any other related materials, will be borne by the proposer. All proposals become the property of Box Elder County. Box Elder County reserves the right to stop the selection process at any time if it is considered to be in the best interest of the County. The County also reserves the right to reject any or all proposals submitted. A binding agreement between any proposer and the County shall be dependent upon the negotiation, drafting and execution of a formal contract.

Section 10. TENTATIVE SCHEDULE FOR THE RFP PROCESS

<u>Activity</u>	<u>Date</u>
RFP Issuance Date	10/9/2020
Proposal Due Date	11/13/2020
Committee Meeting to Score Proposals	11/20/2020
Anticipated Recommendation to County Commission	12/02/2020

Proposals will be evaluated and ranked by a selection committee. A select number of firms may, if it is in the best interest of the County, be invited for an oral interview. A recommendation will then be presented to the County Commission for their consideration and approval. The County reserves the right to modify this schedule at any time.

Section 11. EVALUATION CRITERIA

Each proposal will generally be evaluated on the basis of demonstrated experience with governments similar in size and nature to Box Elder County and on the basis of demonstrated experience in providing technical resources to address complex financial reporting issues. Evaluation criteria with assigned weights are as follows:

Weight

20% Firm's Qualifications

The audit firm's demonstrated ability to perform the required services at specified levels described in Sections 5 "Scope of Work." The audit firm's indication of the understanding of the purpose and scope of the proposed services as evidenced by the quality of the proposal submitted. This includes special emphasis on the firm's ability to demonstrate it can assist the County in continuing to meet all applicable GASB, federal, and state reporting requirements.

5% Project Team

The professional experience, qualifications, and educational background of the individual(s) assigned to this project in working together and conducting similar work of comparable size and complexity. The shown capability to deal effectively with the client based upon references provided and other resources such as the County's previous experiences with the firm and other local governmental agencies.

25% Relevant Experience

The offeror's background and related experience in conducting similar projects of comparable

size and complexity. This includes special emphasis on the firm's demonstrated ability to assist its clients in complying with all applicable reporting requirements of GASB, the State of Utah, and the federal government; and in working effectively with client staff and elected officials.

5% Proposed Approach

The overall approach the audit firm proposes to take for each task of the project. The shown methodology and philosophy and how it will be applied to this project.

20% Project Schedule

The demonstrated ability of the firm to perform the services within the specified time requirements set forth in the RFP, by the adherence to the terms, conditions and requirements of the specifications listed.

25% Proposed Fee

The cost to be charged by the firm to the County for performance of the services required under the contracts. The breakdown of all proposed costs as requested should be clear and concise.

Section 12. PROPOSAL AND CONTRACT INFORMATION

- A. Firm Pricing: All prices, quotes, or proposals are to remain firm for sixty (60) days after the opening date. Any proposal that does not offer to remain firm for the required period may be considered to be non-responsive.
- B. Laws of the State of Utah: All contracts pursuant to acceptance of the offeror's proposal will be interpreted, construed, and given effect according to the laws of the State of Utah and the ordinances of Box Elder County. No contract will be assigned, in whole or in part, without the written consent of the County
- C. Licensing: All applicable federal, state, and local licenses must be acquired within 45 days after contract award. Licenses must be maintained throughout the entire contract period.
- D. Public Domain: Offerors are advised that Utah law and County ordinances provide that, upon the award of a contract subsequent to an RFP, the contents of all proposals received pursuant to said request may be placed in the public domain and become public records subject to examination by any interested parties in accordance to the Government Records Access Management Act (GRAMA), Utah Code Ann. 63-2-101 et seq. Trade secrets and proprietary information, recognized by the County as such, may be protected from public disclosure if offerors clearly identify, in writing, any part of their proposal that they claim to be proprietary information, trade secrets, or other commercial information, or non-individual financial information that may be protected under GRAMA. After the recommendation of the Selection Committee to the Commission and after contracts are awarded, all proposals are considered public documents, except those items specifically identified as proprietary. Proposals in total will not be considered proprietary. All materials submitted by an offeror in response to this RFP will become the property of the County upon delivery and will be managed in accordance with GRAMA.
- E. Cover Letter: The proposal will have a cover letter indicating the firm's willingness to enter into an agreement with Box Elder County. An officer of the company who has the authority to commit the firm to the proposed project must sign this letter. Proposals will include the full name, legal status (corporation, state of incorporation, partnership, proprietorship, etc.), and a business address of the offeror. The proposal will be signed by a principal of the business who is

authorized to execute the contract. The name of the principal and his/her business title will be included in the signature element in either type or print. Penciled signatures or notations will not be accepted

- F. Inquiries: All inquiries relating to the proposal procedure should be directed to the County Auditor.
- G. Costs: All costs associated with the preparation of the proposal, as well as any other related materials and delivery, will be borne by the offeror. All proposals become the property of Box Elder County. The County will not be responsible for said costs in any event, including, but not limited to, termination of the project in whole or in part, rejection of the proposal as non-responsive, or rejection of any proposals as non-responsive. Box Elder County reserves the right to stop the selection process at any time if it is considered to be in the best interest of the County
- H. Changes or Modifications: Any changes or modification to the Request for Proposal will only be accomplished in writing. Any other form is not binding (unless a written addendum is issued by the County). Offerors submitting a proposal based on any information other than that which is contained in this RFP, or any amendment thereto, do so at their own risk.
- I. Modifying or Withdrawing Proposals: Offerors may modify or withdraw their proposals at any time prior to opening. The County requests that any offeror desiring to retrieve a proposal for the purpose of withdrawing or modifying their proposal must submit a written request to the Box Elder County Auditor. Offerors may withdraw their proposals at any time prior to signing a contract.
- J. Rejection of Proposals: The County reserves the right to reject any or all proposals, to accept any proposal in total or in part unless the offeror clearly states in its proposal that acceptance must be on an "all or none" basis, to waive any minor irregularity or technical error in the form of proposals or in compliance with the instructions to offerors, and to stop the selection process at any time it is considered to be in the best interests of the County. Any proposal containing significant deviations from the specifications of this RFP will be rejected as non-responsive. Offerors claiming minor irregularities or technical errors must assume the burden of identifying them and justifying them in order for the proposal to receive consideration.
- K. Independent Contractors: Offerors agree that if they enter into a contract with Box Elder County they will be independent contractors and have no authority, express or implied, to bind the County to any agreements, settlements, liability, or understanding whatsoever with any third party which is outside the scope of the original contract in connection with the services or goods sought to be obtained.
- L. Insurance: The winning offeror will be required to secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State of Utah as will protect itself, the County from fire and extended coverage losses, and from claims for bodily injury, death or property damage which may arise from performance under the contract. Contractors will not commence performance under the agreement until it has obtained all insurance required by this section and filed a certificate of insurance or certified copy of the insurance policy with the County. Each insurance policy will contain a clause providing that the insurance company will not cancel it without thirty days prior written notice to the County of intention to cancel.
- M. Indemnity: Contractor will indemnify and hold harmless the County, its officers, agents and employees from all claims or damages or injuries sustained by persons or properties that occur as

a result of the acts or omissions on the part of the audit firm, its agents or employees in the performance of the agreement. This indemnification will include payment of all costs and reasonable attorney fees.

- N. Termination: The County may terminate their contracts at any time they deem such termination to be in the public interest or for public convenience or necessity by giving written notice to the firm at least sixty days prior to the desired termination date.

- O. Non-Funding: It will be understood and agreed that funds are not available for performance of the contracts by the County beyond the close of the entities' current fiscal years. The County's obligation for performance beyond that date is contingent upon funds being appropriated for payments due under any contract. Should the County fail to appropriate funds for payment under their respective contracts, the non-appropriated contract will terminate on the last day of the calendar year for which an appropriation was made. Such termination will not be construed as a breach of or default under the contracts and will be without penalty or other charges to the County

Attachment A

PROPOSED SCHEDULE OF FEES AND EXPENSES

1. TOTAL ALL-INCLUSIVE MAXIMUM PRICE FOR EACH AUDIT YEAR 2020-2024

Year	Total All-Inclusive Maximum Price
	Box Elder County
2020	
2021	
2022	
2023	
2024	
Total	

2. STANDARD AND QUOTED HOURLY RATES

Note: the rates indicated in this section are provided 1) for the general purpose and understanding of the County, and 2) the “quoted” rates will be used as billing rates for “special projects”, as explained above.

	Standard Hourly Rates	Quoted Hourly Rates
Partners		
Managers		
Supervisory Staff/Seniors		
Staff		
Other		

**BOX ELDER COUNTY
PROPOSAL TERMS AND CONDITIONS**

1. **RIGHT TO REJECT:** Box Elder County Corp. reserves the right to reject or accept this proposal, or any portion thereof, and to reject and call for new proposals if their interests or convenience is better served by such a course. If any portion of the above terms are not acceptable it is the proposers responsibility to so state in writing.
2. **PREPARATION OF PROPOSALS:**
 - (a) Failure to examine any drawings, specifications and instructions will be at proposer's risk,
 - (b) All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing proposal.
 - (c) Price "each item separately. Unit price shall be shown and total price shall be entered for each item proposal.
 - (d) Time of delivery is a part of the proposal and must be adhered to.
 - (e) Prices quoted are firm for complete delivery of quantities specified.
 - (f) In case of error in extension, unit price will govern.
 - (g) Wherever in these forms and specifications an article or material is defined by using a trade name and/or the name and catalog number of a manufacturer or vendor, the term "or approved equal," if not inserted therewith, shall be implied. It is to be understood that any reference to a particular manufacturer's product, either by trade name or by limited description, has been made solely for the purpose of more clearly indicating the minimum standard of quality desired, unless "No Sub" has been entered. In the event "No Sub" is entered, the proposal must be for the specified item with no substitution allowed.
3. **FAILURE TO SUBMIT:** Failure to submit a proposal or to advise the County Purchasing Department that future RFP's are desired may result in removal of your name from the bidders list.
4. **SUBMISSION OF PROPOSAL:**
 - (a) Proposals must be signed and in sealed envelopes with the "Proposal Number" and opening date written on the envelope.
 - (b) Proposals and modifications or corrections thereof received after the closing time specified will not be considered.
 - (c) Only RFP's submitted on forms furnished by the County will be considered unless the RFP specifies otherwise. Proposals transmitted by facsimile machine prior to the closing time specified will be accepted, providing that any documentations or material required to accompany the bid, and that cannot be transmitted by fax, is received within two working days following the closing date of the bid. The County Purchasing Agent must be notified one hour prior to closing time that is specified on the proposal that RFP is being sent by facsimile machine.
 - (d) No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the County unless expressly included and itemized in the bid.
5. **BONDS:** The County reserves the right to require a bid bond, a payment bond and/or a faithful performance bond from the vendor in an amount not to exceed the amount of the contract.
6. **SAMPLES:** Samples of items, when required must be furnished free of expense to the County and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.
7. **WARRANTY:** Seller warrants that the merchandise will conform to its description and any applicable specifications, shall be of good merchantable quality and for the known purpose for which it is sold. This warranty is in addition to any standard warranty or service guarantee given by Seller to Purchaser.
8. **APPROVAL:** Only purchase orders placed, or contracts that have written approval by the Auditor's Department and County Commission will be binding upon Box Elder County as result of proposal.
9. **AWARD OF CONTRACT:**
 - (a) Contracts and Purchases will be made or entered into with the responsible bidder making the lowest proposal, or best offer meeting specifications, expected quality, and suitability for intended use. Determination of best offer shall be at the sole discretion of the County subject to County's right to reject any or all proposals.
 - (b) Unless the bidder has specified otherwise in this RFP by stating that individual unit prices are valid only if all items are accepted by the County, the County may accept any item or group of items of any kind and split or divide the order.
 - (c) The County reserves the right to reject any or all proposals and waive any informality or technicality in bids received in the interest of the county.
 - (d) The acceptance by the Board of County Commissioners of this proposal shall create a binding and enforceable Contract of Sale with Box Elder County, dating from the time of said acceptance, without further action by either party and even though a written purchase order has not been furnished to or received by the successful proposer. Said created Contract of Sale shall include all of the provisions and specifications of the RFP,

offer, acceptance and purchase order relating thereto. Said contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Utah and the Ordinances of Box Elder County and shall not be assignable by the vendor in whole or in part without the written consent of the County.

10. **RIGHT TO WITHDRAW:** The County reserves the right to cancel and/or withdraw this Request for Proposal at any time that it shall be in the best interest of the County to do so. If the Request for Proposal is withdrawn, notice will be mailed to the prospective proposers as soon as possible.
11. **DEBARMENT:** The bidder certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the bidder cannot certify this statement, attach a written explanation for review by Box Elder County.
12. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal.

12.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The County will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.

12.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the County and its officers, employees, agents, representatives and anyone that the County may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the County shall only be required to indemnify the County for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the County in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

13. PROPRIETARY INFORMATION:

Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. Bids submitted may be reviewed and evaluated by any person at the discretion of the County.

14. TRADE/PROFESSIONAL LICENSING:

The State of Utah requires any person engaging in a construction trade or professional occupation, or acting as, or representing oneself as a contractor or professional for which licensure is required to be licensed before engaging in that trade professional activity. It is unlawful for any unlicensed person to submit a bid for any work for which a license is required. Any person who violates this provision cannot be awarded or accept a contract for the performance of the work.

15. EMPLOYMENT PRACTICES CLAUSE:

The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended and Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin, and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place. Bidder must include this provision in every subcontract or purchase order relating to purchases by the County to insure that the subcontractors and vendors are bound by this provision.