



**Request for Proposal
RFP-5258-23-KF**

Financial Audit Services

RESPONSES DUE:

July 7, 2023, Prior to 2:00 p.m. MDT

Accepting Electronic Responses Only
Responses Only Submitted Through the
Rocky Mountain E-Purchasing System (RMEPS)
www.bidnetdirect.com/colorado

(Purchasing Agent does not have access or control of the Vendor side of RMEPS. If website or other problems arise during response submission, Offeror MUST contact RMEPS to resolve issue prior to the response deadline 800-835-4603)

NOTE: All City solicitation openings will be held virtually.

Purchasing Agent:

Kathleen Franklin, Senior Buyer

kathleenf@gjcity.org

970-244-1513

REQUEST FOR PROPOSAL

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REQUEST FOR PROPOSAL

SECTION 1.0 ADMINISTRATIVE INFORMATION AND CONDITIONS FOR SUBMITTAL

NOTE: It is the Firm's responsibility to read and review all solicitation documentation in its entirety, and to ensure that it has a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. that are associated with the solicitation process and project/services being solicited.

- 1.1. Issuing Office:** The City of Grand Junction (the "City") issued this Request for Proposal (RFP) on behalf of the City Finance Department. All contact regarding this RFP is to be directed to the Purchasing Agent:

Kathleen Franklin, Senior Buyer
kathleenf@gjcity.org

With the exception of pre-bid or site visit meeting(s), all questions, inquiries, comments, or communication pertaining to this solicitation (whether process, specifications, scope, etc.) must be directed in writing to the Purchasing Agent. Other communication may result in disqualification.

- 1.2. Purpose:** The City of Grand Junction, Colorado is requesting proposals from qualified, experienced Firms to provide Professional Financial Auditing Services. Services will be provided in accordance with the terms and conditions of this Request for Proposal.
- 1.3. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term "Owner" means the Owner or its authorized representative(s).
- 1.4. Compliance:** All Offerors submitting a proposal agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein or modified by addenda. Should the Owner omit anything which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Agent prior to the submittal deadline.
- 1.5. Procurement Process:** The current version of the [City of Grand Junction Purchasing Manual](#) is contracting.
- 1.6. Submission:** Proposals shall be formatted as directed, in Section 5.0. Preparation and Submittal of Proposals. Submittals which fail to follow this format may be found non-responsive. To participate in the solicitation opening, please utilize the following information and link:

Solicitation Opening, Financial Audit Services RFP-5258-23-KF
July 7, 2023, 2:00 – 2:30 PM (America/Denver)

Please join my meeting from your computer, tablet, or smartphone.
<https://meet.goto.com/612699925>

You can also dial in using your phone.

Access Code:

612-699-925

United States:

[+1 \(872\) 240-3212](tel:+18722403212)

Join from a video-conferencing room or system.

Meeting ID:

612-699-925

Dial in or type:

67.217.95.2 or inroomlink.goto.com

Or dial directly:

612699925@67.217.95.2 or 67.217.95.2##612699925

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

- 1.7. **Altering Proposals:** Any alterations made prior to opening date and time, must be initiated by the Offeror. Proposals may not be altered or amended after submission deadline.
- 1.8. **Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award.
- 1.9. **Acceptance of Proposal Content:** The selected proposal shall become a part of the Contract Documents. Failure of the successful Offeror to accept these obligations in the Contract shall result in cancellation of the award and such Offeror shall be removed from future solicitations. When a Contract is executed by and between the Offeror and the City, the Offeror may be referred to as the “Consultant” or “Firm.”
- 1.10. **Addenda:** All questions shall be submitted in writing to the Purchasing Agent. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the Purchasing Agent. Sole authority to authorize addenda shall be vested in the Purchasing Agent. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.bidnetdirect.com/colorado. Offerors shall acknowledge receipt of all addenda in its proposals.
- 1.11. **Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. An Offeror taking exception to the specifications does so at the Offeror’s own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state any exception(s) in the section to which the exception(s) pertain(s). Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specification(s). The absence of stated exception(s) indicates that the Offeror has not taken exception(s), and if awarded a Contract, shall hold the Offeror responsible to perform in strict accordance with the Contract Documents.
- 1.12. **Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after Contract award. “**Proprietary or Confidential Information**” is defined as any information that is not generally known to

competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words “**Confidential Disclosure**” and uploaded as a separate document may establish the informally confidential or proprietary. Any material to be treated as confidential or proprietary in nature must include a written explanation for the request. Consistent with the CORA, the request shall be reviewed and decided by the Owner. If denied, the Offeror will have the opportunity to withdraw its proposal, or to remove the confidential or proprietary information. Neither cost nor pricing information nor the entire proposal may be claimed as confidential or proprietary.

- 1.13. Response Material Ownership:** All proposals become the property of the Owner upon receipt and may only be returned to the Offeror at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations in the materials marked as “Confidential Material.” Disqualification of a proposal does not eliminate the City’s right.
- 1.14. Minimal Standards for Responsible Prospective Offerors:** The Offeror must affirmatively demonstrate its responsibility. A prospective Offeror must meet the following minimum requirements:
- Be able to comply with the required or proposed completion schedule.
 - Have a satisfactory record of performance of projects of similar scope and size.
 - Have a satisfactory record of integrity and ethics.
 - Be otherwise qualified and eligible to receive an award and enter into a Contract with the Owner.
- 1.15. Open Records:** All proposals will be open for public inspection after the Contract is awarded.
- 1.16. Sales Tax:** The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.17. Public Opening:** Proposals shall be opened publicly in a virtual meeting immediately following the proposal deadline. Offerors, its representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. Only the company name(s) and business location of the Offerors will be disclosed.

SECTION 2.0 GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer which shall be acknowledged by the Offeror on the Letter of Interest or Cover Letter. The Offeror must be legally authorized to execute a Letter of Interest or Cover Letter together with contractual obligations. By submitting a proposal, the Offeror accepts all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so may be deemed a waiver of any right(s) to subsequently modify the term(s) of performance, except as specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents, shall be signed by the Owner and the Firm. By executing the Contract, the Firm represents its familiarized itself with the local conditions under which the Service(s) is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Services as defined in the technical specifications contained herein. All documents furnished by the Owner are and shall remain Owner property. The Contract Documents are not to be used on any other Project.
- 2.3. Permits, Fees, & Notices:** The Firm shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Services. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the City, bearing on the performance of the Service(s). If the Firm observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and necessary changes will be made. If the Firm performs any Services knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Services.
- 2.4. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Services under the Contract with the Firm.
- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the Service(s) under the Contract. Upon receipt of written notice that the deliverable(s) is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when the Owner finds the Service(s) acceptable under the Contract and the Contract fully completed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Firm, of the value of Service(s) performed in accordance with the Contract Documents. The Service(s) performed by the Firm shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional Firms in the same or similar type of Service(s) in the community. The Service(s) to be performed by the Firm hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

- 2.6. Changes in the Services:** The Owner, without invalidating the Contract, may order changes in the Services within the general scope of the Contract consisting of additions, deletions, or other revisions. All such changes in the Services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the Contract. A Change Order/Amendment is a written order to the Firm signed by the Purchasing Agent issued after the execution of the Contract, authorizing a change in the Services or an adjustment in the Contract sum or the Contract time.
- 2.7. Minor Changes in the Services:** The Owner shall have authority to order minor changes in the Services not involving an adjustment in the Contract Sum or an extension of the Contract Time and consistent with the intent of the Contract Documents.
- 2.8. Uncovering & Correction of Services:** The Firm shall promptly correct all Services found by the Owner as defective or as failing to conform to the Contract Documents. The Firm shall bear all costs of correcting such rejected Services, including the cost of the Owner's additional Services thereby made necessary. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming Services under the above paragraphs shall be removed from the site where necessary and the Services shall be corrected to comply with the Contract Documents without cost to the Owner.
- 2.9. Acceptance Not Waiver:** The Owner's acceptance or approval of Service(s) furnished hereunder shall not in any way relieve the Firm of its responsibility to maintain the high quality, integrity, and timeliness of its Services. The Owner's approval or acceptance of, or payment for, any Services shall not be construed as a future waiver of any right(s) under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.10. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the Contract. All amendments to the Contract shall be made in writing by the City Contract Administrator.
- 2.11. Assignment:** The Firm shall not sell, assign, transfer, or convey the Contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.12. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing the Service and the fulfillment of the Service(s) for and on behalf of the public. The Firm hereby warrants that it is qualified to assume the responsibilities and render the Services described herein and has all requisite corporate authority and professional licenses in good standing as required by law.
- 2.13. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.14. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the Services to be performed or information which comes to the attention of the Offeror during the course of performing such Services is to be kept strictly confidential.
- 2.15. Conflict of Interest:** No public official and/or Owner employee shall have interest in any Contract resulting from this Request for Proposal.

- 2.16. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and the Firm. The Contract represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The Contract may be amended or modified with Change Orders or Amendment.
- 2.17. Project Manager/Administrator:** The Project Manager/Administrator, on behalf of the Owner, shall render decisions in a timely manner pertaining to the Services proposed and/or performed by the Firm. The Project Manager/Administrator shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.18. Cancellation of Solicitation:** Any Solicitation may be cancelled by the Owner or any solicitation response by an Offeror may be rejected in whole or part when it is in the best interest of the Owner.
- 2.19. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services; (3) final acceptance of Services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.20. Employment Discrimination:** During the performance of any Services, the Firm agrees to:
- 2.20.1.** Not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification necessary for the normal operations of the Firm. The Firm agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2.20.2.** In all solicitations or advertisements for employees placed by or on behalf of the Firm, shall state that such Firm is an Equal Opportunity Employer.
 - 2.20.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.21. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Firm certifies that it does not and will not during the performance of the Contract employ personnel without authorization services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.
- 2.22. Ethics:** The Firm shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.23. Failure to Deliver:** In the event of failure of the Firm to perform in accordance with the Contract, the Owner, after due oral or written notice, may procure Services from other sources and hold the Firm responsible for any and all costs resulting in the purchase of

additional Services and materials necessary to perform the Service(s). This remedy shall be in addition to any other remedies that the Owner may have.

- 2.24. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof, or the right of the Owner to enforce any provision of the Contract at any time in accordance with the terms thereof.
- 2.25. Force Majeure:** The Firm shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Firm, unless otherwise specified in the Contract.
- 2.26. Indemnification:** The Firm shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property to the extent caused by the Firm, or of any Firm's agent, employee, Sub-Contractor or supplier in the execution of, or performance under, the Contract which may result from proposal award. The Firm shall pay any judgment with costs which may be obtained by and/or against the Owner arising out of or under the performance to the extent caused by the Firm.
- 2.27. Independent Firm:** The Firm shall be legally considered an independent of the Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants, or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the Contract, payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefit(s) to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner to its employees.
- 2.28. Nonconforming Terms and Conditions:** A proposal which includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.29. Ownership:** All drawings, plans, prints, designs, concepts, renderings prepared pursuant to the Contract, etc., created by the Firm for this Project, shall become the property of the Owner. All drawings, specifications, copies, and information furnished by the Owner are, and shall remain, Owner property.
- 2.30. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or the Contract. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.31. Patents/Copyrights:** The Firm agrees to protect the Owner from any claims involving infringements of patents and/or copyrights and/or other intellectual property protections. In no event shall the Owner be liable to the Firm for any claims, damages, awards and/or

costs of defense arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Request for Proposal.

- 2.32. Governing Law:** Any agreement made as a result of responding to this Request for Proposal shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising out of or under the Contract shall be in District Court, 21st Judicial District, Mesa County, Colorado.
- 2.33. Expenses:** Expenses incurred in preparation, submission, and presentation to this Request for Proposal are the responsibility of the Firm and shall not be charged to the Owner.
- 2.34. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado Law as a defense to any action arising out of or under this Contract.
- 2.35. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council for the stated fiscal year only. Colorado law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations which may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract will be subject to and provide a non-appropriation of funds clause.
- 2.36. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposal(s) shall be rejected if there is evidence or reason to believe collusion exists among the Offerors. The Owner may or may not, at its discretion, accept future proposals for the same service or commodities for participants in such collusion.
- 2.37. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Firm breaches or violates this warranty, the Owner may, at its discretion, terminate the Contract without liability to the Owner.
- 2.38. Performance of the Contract:** The Owner reserves the right to enforce the performance of the Contract in any manner prescribed by law or equity as deemed by the Owner to be in the best interest of the Owner (in the event of breach or default) of resulting Contract award.
- 2.39. Benefit Claims:** The Owner shall not provide to the Firm any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.40. Default:** The Owner reserves the right to terminate the Contract in the event the Firm fails to meet delivery or completion schedules, or otherwise perform in accordance with the Contract. Breach of Contract or default authorizes the Owner to purchase like services elsewhere and charge the full cost to the defaulting Firm.

2.41. Multiple Offers: If an Offeror submits more than one proposal, THE ALTERNATE PROPOSAL must be clearly marked "Alternate Proposal." The Owner reserves the right to make award in the best interest of the Owner.

2.42. Cooperative Purchasing: Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant Contract award with the agreement of the successful Offeror and the participating Firms. All participating entities will be required to abide by the specifications, terms, conditions, and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing office or use its purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to "piggy-back" on the solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.

2.43. Definitions:

2.43.1. "Offeror" refers to the person(s) legally authorized by the Firm to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.

2.43.2. "Services" includes all labor, materials, equipment, services and/or professional skill necessary to produce the requirements of the Contract Documents.

2.43.3. "City" or "Owner" is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term City means the City or its authorized representative(s).

2.43.4. "Firm" is the person(s), organization, entity, or consultant(s) identified as such in the agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or its authorized representative(s).

2.43.5. "Sub-Contractor" is a person(s) or organization who has a direct contract with the Firm to perform any of the Service(s). The term Sub-Contractor is referred to throughout the Contract and means the Sub-Contractor or its authorized representative.

2.44. Public Disclosure Record: If the Offeror has knowledge of its employee(s) or sub-contractors having an immediate family relationship with an Owner employee or elected official, the Offeror must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a "Public Disclosure Record," and/or a statement of financial interest, before conducting business with the Owner.

SECTION 3.0 INSURANCE REQUIREMENTS

3.1. Insurance Requirements: The selected Firm agrees to procure and maintain, at its own cost, insurance policies sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to the Contract. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Sub-Contractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to the Contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation: Firm shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interest provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

FIVE MILLION DOLLARS (\$5,000,000) per claim

This policy shall provide coverage to protect the City against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Firm's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interest provision.

3.2. Additional Insured Endorsement: The policies required by paragraphs (b), and (c) above shall be endorsed to include the Grand Junction, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insureds. Every required policy above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0 SPECIFICATIONS/SCOPE OF SERVICES

- 4.1. General/Background:** The City of Grand Junction, established in 1882, is a home rule municipal corporation located in Mesa County, Colorado on the western slope of the Rocky Mountains, midway between Denver, Colorado and Salt Lake City, Utah. The policies of the City are established through ordinance and resolution by a seven-person elected council. The City Council appoints a City Manager who functions as the Chief Executive Officer of the City. Grand Junction serves Western Colorado and Eastern Utah as a regional hub for commercial and retail business, higher education, healthcare, social services, and recreational opportunities. It is the County Seat and is the largest city on the western slope with a population of approximately 66,939 within city limits and 155,910 county-wide. The City has approximately 825 authorized Full Time Equivalent (FTE) positions.

More detailed information on the government and its finances can be found in prior years' Annual Comprehensive Financial Reports (ACFR). Electronic copies of the financial reports for prior fiscal years can be found on the City's website at [Annual Comprehensive Financial Report | Grand Junction, CO \(gjcity.org\)](http://AnnualComprehensiveFinancialReport|GrandJunction,CO(gjcity.org)).

The City has received the Governmental Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for thirty-seven (37) years and expects to receive the award for its 2021 ACFR and the entire term of this arrangement.

- 4.2. Financial Software:** The City utilizes Tyler Technologies, Inc. – New World™ ERP Financial, Payroll and Human Resources software packages. The City will implement a new Enterprise Resource Planning (ERP) software system in the next few years.

4.3. Special Conditions & Provisions:

- 4.3.1. Price:** Project pricing shall be all inclusive, to include, but not be limited to: labor, materials, equipment, travel, design, drawings, engineering work, shipping/freight, licenses, permits, fees, etc.

The Owner shall not pay nor be liable for any other additional costs, including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Provide a not to exceed cost using the Solicitation Response Form found in Section 7.0., accompanied by a complete list of costs breakdown and rates sheets.

The Owner will consider all fees negotiable.

- 4.3.2. Laws, Codes, Rules, and Regulations:** Firm shall ensure that all Services provided meet all Federal, State, County, and City laws, codes, rules, regulations, and requirements for providing such Services.

- 4.3.3. Project Schedule:** Offeror shall include a project schedule, delineating the calendar of events proposed to meet the anticipated completion date for each calendar year.

4.3.4. Term of Contract: This contract shall be for an audit of the City's financial statements for fiscal year January 1 through December 31, 2023. The City reserves the right to renew this Contract for three (3) additional one-year periods annually upon review and recommendation of the Audit Committee, the satisfactory negotiation of terms, and the annual availability of budget appropriation. If renewal(s) option is exercised, the Firm's submitted not-to-exceed yearly cost proposal shall determine the renewal price.

4.3.5. Contract: A binding Contract shall consist of: (1) the RFP and any Addendum(s) thereto, (2) the Offeror's response (Proposal) to the RFP, (3) clarification of the Proposal, if any, and (4) the City's Purchasing Department's acceptance of the proposal by "Notice of Award." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

A. The Contract expresses the complete agreement of the parties, and performance shall be governed solely by the specifications and requirements contained therein.

B. Any change to the Contract, whether by modification and/or supplementation, must be accomplished by a formal Contract Amendment signed and approved by and between the duly authorized representative of the Offeror and the Purchasing Agent or by a modified Purchase Order/Contract prior to the effective date of such modification. The Offeror expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the Contract.

4.3.6. City Project Manager: The Project Manager for the Project is Jodi Welch, Finance Director. During the Project, all notices, letters, submittals, and other communications directed to the City shall be e-mailed or delivered to:

City of Grand Junction
Attn: Jodi Welch, Finance Director
250 N 5th St
Grand Junction, CO 81501
jodir@gjcity.org

4.3.7. Contract Administrator: The Contract Administrator for the Project is Duane Hoff Jr., who may be reached at (970) 244-1545. During the scope of the Project, Contract related inquiries, issues, and other communications shall be directed to:

Duane Hoff, Jr., Contract Administrator
duaneh@gjcity.org

4.4. Scope of Services: The City of Grand Junction is soliciting a Firm to audit the City's financial statements and express an opinion on the compliance of those statements with generally accepted accounting principles (GAAP) which apply to government entities. The financial statements to be subjected to audit are those contained in the City's Annual Comprehensive Financial Report (ACFR).

The examination shall include a compliance audit of federal funds in accordance with the Office of Management and Budget's (OMB's) Circular A-133 and the Single Audit Act of 1984 for year one and Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in subsequent years, as applicable. The City typically has between one and three A-133 audits per year.

The examination shall also cover all City funds and any component or related entities which may exist at the time of the audit. At present the City's funds include, although the audit may not be limited to, the following:

Governmental Funds

General

Special Revenue Funds

Enhanced 911

Visit Grand Junction

Community Development Block Grant

Parkland Expansion

Lodgers Tax Increase

First Responder Tax

Conservation Trust

Cannabis Sales Tax

American Rescue Plan

Public Safety Impact Fee

Capital Projects Funds

Sales Tax Capital Improvement

Storm Drainage Improvement

Transportation Capacity

Debt Service Funds

General Debt Service

Ridges Debt Service

GJ Public Finance Corp Debt Service

Parkway Debt Retirement Debt Service

Permanent Fund

Cemetery Perpetual Care

Downtown Development Authority (DDA) Funds

DDA Operations Special Revenue

DDA Capital Improvements

DDA TIF Debt Service

Grand Junction Dos Rios General Improvement District (GJDRGID) Funds

GJDRGID Special Revenue

GJDRGID Capital Improvements

GJDRGID Debt Service

Enterprise Funds

- Water
- Solid Waste
- Grand Junction Convention Center
- Golf
- Parking
- Irrigation

Internal Service Funds

- Information Technology
- Fleet
- Insurance
- Communication Center
- Facilities

Fiduciary Funds

- School District Private Purpose Trust
- Parks Improvement Advisory Board
- General Trust
- DDA BID Agency Fund
- Police Old Hire Pension Trust
- Fire Old Hire Pension Trust

City of Grand Junction/Mesa County Joint Sewer System

- 4.5. Nature of Services:** The audit shall be performed in accordance with generally accepted auditing standards (GAAS) as promulgated by the American Institute of Certified Public Accountants (AICPA) and include financial and appropriate compliance matters as contained in the Charter, Code, Ordinances and Resolutions of the City of Grand Junction, and any applicable state and federal regulations.

The auditor shall be responsible for ensuring the City's financial statements conform to the requirements for the Certificate of Achievement for Excellence in Financial Reporting (COA) from the Government Finance Officers Association (GFOA).

As part of performing the audit, it is expected that the audit manager, partner, or other qualified personnel will be available as necessary during the year at no additional charge for advice and discussion on accounting, standards interpretation, and internal control matters concerning the City. This interaction usually takes place by telephonic/electronic communication.

The current auditor has been contracted for the past seven (7) years and is invited to submit a response to this RFP. The City last issued a competitive proposal in 2022. The 2023 audit fee is \$36,000 for the 2022-year end annual financial audit and \$5,500 for the single audit.

- 4.6. Reporting Requirements:** In connection with the audit engagement, the auditors shall provide the following separate reports. The respective reports will be addressed to the City of Grand Junction City Council Audit Committee:
- 4.6.1.** A report of examination of the financial statements stating the scope of the examination and that the audit was performed in accordance with generally accepted auditing standards will be provided. This report must include an opinion as to whether the statements conform to generally accepted accounting principles. A signed copy of the opinion plus a signed electronic copy will be required by the City.
 - 4.6.2.** A report on internal control and compliance in accordance with the standards for financial and compliance audits contained in the Standards of Audits of Government Organizations, Programs, Activities, and Functions issued by the U.S. General Accounting Office. Findings of ineligible expenditures must be represented in enough detail for City management to be able to clearly understand them.
 - 4.6.3.** A letter to management containing comments on compliance, recommendations for improvements, and any other comments deemed pertinent by the auditors and recommendations affecting the financial statements and internal control.
- 4.7. Reports to be Issued:** Following completion of the audit of the year's financial statements, the auditor shall submit to the City of Grand Junction the following reports:
- 4.7.1.** Independent Auditor's Report on financial statements of the governmental activities, the business-type activities, the aggregate discretely presented components, each major fund and the aggregate remaining fund information of the City of Grand Junction and the City of Grand Junction/Mesa County Joint Sewer System in conformity with generally accepted accounting principles.
 - 4.7.2.** Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.
 - 4.7.3.** A report on compliance with applicable laws and regulations.
 - 4.7.4.** Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133.
 - 4.7.5.** Independent Auditor's Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by OMB Circular A-133.
 - 4.7.6.** Schedule of Findings and Questioned Costs.
 - 4.7.7.** Summary Schedule of Prior Audit Findings.
 - 4.7.8.** A management letter, with appropriate recommendations, commenting on material weaknesses in internal accounting control, reportable conditions, and identifying possible noncompliance with finance-related legal provisions.
 - 4.7.9.** Independent Auditor's Report on Other Supplemental Information regarding receipts and expenditures for roads, bridges, and streets.
 - 4.7.10.** Form SF-FAC, Data Collection Form for Report on Audits of States, Local Governments, and Non-Profit Organizations.
 - 4.7.11.** Irregularities and illegal acts. Auditors are required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which it becomes aware to the following parties:

- 4.7.11.1. City of Grand Junction City Council Audit Committee
- 4.7.11.2. City Attorney
- 4.7.11.3. City Manager
- 4.7.11.4. Finance Director
- 4.7.11.5. Any required oversight body or grantor

4.8. Reportable Conditions: In the required report(s) on internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements. In addition, the following conditions shall be considered reportable:

- 4.8.1. Reportable conditions that are also material weaknesses shall be identified as such in the report.
- 4.8.2. Non-reportable conditions by the auditors shall be reported in a separate letter to City Management and shall be referred to in the report(s) on internal controls.
- 4.8.3. The report on compliance shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall be reported in a separate management letter, which shall be referred to in the report on compliance.

4.9. Special Considerations: The City of Grand Junction will electronically send its annual comprehensive financial report to the Government Finance Officers Association of the United States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will be required to provide minimal assistance to the City of Grand Junction to meet the requirements of that program.

The City of Grand Junction currently anticipates it will prepare one or more official statements in connection with the sale of debt securities which will contain the general-purpose financial statements and the auditor's report. The auditor shall be required, if requested by the fiscal advisor and/or underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters."

The schedule of federal financial assistance and related auditor's report, as well as the reports on internal control structure and compliance, are to be issued as part of the annual comprehensive financial report.

The statement of receipts and expenditures for roads, bridges, and streets and related auditor's reports are to be issued as part of the Annual Comprehensive Financial Report.

4.10. Working Paper Retention and Access to Working Papers: All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years unless the Firm is notified in writing by the City of Grand Junction of the need to extend the retention period. The auditor shall be required to make working papers available, upon request, to the City of Grand Junction as part of an audit quality review process.

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

4.11. Timing, Location and Conduct of Audit Work: The City expects to receive, prior to January 15 of each year, a list of schedules to be prepared and other items required for the audit.

Pre-closing, interim, tests, and procedures shall be conducted at a mutually agreeable time.

The audit fieldwork will be scheduled for April and May remotely, on City premises, or a combination of remotely and on City premises as mutually agreed to by the City and Auditor. If on premises, the City will provide space deemed adequate to efficiently conduct the audit. Historically, one (1) lead auditor and 2-3 additional auditors are needed for 1-2 weeks.

Adjusted Trial balance figures are required by May 15. Prior to completion of the onsite audit, the auditor will meet with the Finance personnel as necessary to review adjusting journal entries and with the Audit Committee to review any adjustments or concerns that might affect the completion of the financial statements.

Report completion and an exit conference are required by no later than June 15 of each year.

The Finance Department personnel and responsible management personnel will be available during the audit to assist the audit Firm by providing information, documentation, explanations, and agreed upon schedules. The creation of confirmations will be the responsibility of the audit Firm.

The report format will be similar to reports issued for the year ended December 31, 2021. The City will draft the annual comprehensive financial report and financial statements. The auditor will be responsible for proofing the typed reports. The City will be responsible for printing and binding the reports. The auditor will be responsible for providing the report and opinion pages electronically on Firm's letterhead.

4.12. Federal and State Financial Assistance: As part of the Single Audit Act, all Federal and State Financial Assistance received by the City must be audited. During the year(s) to be audited the City expects to receive financial assistance in the form of federal and state grants. An increase in federal programs is likely in the future.

4.13. Pension Plans: The City participates in five (5) defined contribution benefit plans covering various groups of employees. The City also participates in two (2) defined benefit agent multiple-employer pension plans.

4.14. Other Post Employment Benefit Plans: The City offers a retirement health benefit plan to its retirees as a component of the City's overall health insurance plan.

4.15. Component Units: The City is defined, for financial reporting purposes, in conformity with the Governmental Accounting Boards Codification of Government Accounting and Reporting Standards, Section 2100. Using these criteria, management of the City has identified the Downtown Development Authority and the City of Grand Junction Dos Rios General Improvement District for inclusion in the City's financial statements.

4.16. Joint Ventures: The City participates in a joint venture with other governments, the City of Grand Junction/Mesa County Joint Sewer System.

4.17. RFP Tentative Time Schedule:

- Request for Proposal available June 13, 2023
- Inquiry deadline, no questions after this date June 28, 2023
- Addendum Posted June 30, 2023
- Submittal deadline for proposals July 7, 2023
- Owner evaluation of proposals July 10-13, 2023
- Interviews (if required) July 20-21, 2023
- Final selection July 24, 2023
- Contract execution July 31, 2023
- Services begin no later than Upon Contract Execution

4.18. Questions Regarding Scope of Services:

Kathleen Franklin, Senior Buyer
kathleenf@gjcity.org

SECTION 5.0 PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (www.bidnetdirect.com/colorado). This site offers both “free” and “paying” registration options which allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> for details. (Purchasing Agent does not have access or control of the Vendor side of RMEPS. If website or other problems arise during response submission, Offeror **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0. “Preparation and Submittal of Proposals.” Offerors are required to indicate its interest in this Project, show its specific experience and address its capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to F**:

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the Project. The letter shall contain the name/address/phone number/email of the person who will serve as the Firm’s principal contact person and shall identify individual(s) who will be authorized to make presentations on behalf of the Firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the Firm. By submitting a response to this solicitation, the Firm agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Firms shall provide a statement of qualifications indicating the Firm’s qualifications, experience with similar Projects, technical expertise, capability to perform the Services, familiarity with the Project area, and resumes of key personnel.
- C. Strategy and Implementation Plan:** Describe the Firm’s interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate its ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of the Firm’s implementation plan and an estimate of time commitments from Owner personnel.
- D. References:** Provide a minimum of three (3) **references** to attest to the Firm’s experience in Audits of similar scope and size. **Please summarize the Projects completed with these references including:** Client Name, Address, Contact Person, Telephone, Email Address, Project Dates, Project Description, etc.
- E. Fee Proposal:** Provide an all-inclusive, not to exceed cost using the Solicitation Response Form found in Section 7.0, accompanied by a complete list of costs breakdown including direct and indirect costs and all out of pocket expenses.
- F. Additional Data (optional):** Provide any additional information which will aid in the evaluation of the Firm’s qualifications with respect to this Project.

SECTION 6.0. EVALUATION CRITERIA AND FACTORS

- 6.1. Evaluation:** An evaluation team will review all responses and select the proposal(s) which best demonstrate the capability in all aspects to perform the Scope of Services and possess the integrity and reliability that will ensure full faith and full performance.
- 6.2. Intent:** Only Firms who meet the qualification criteria will be considered. Therefore, it is imperative the submitted proposal clearly indicate the Firm's ability to provide the Services.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (**with weighted values**):

The following collective criteria shall be worth ninety (90) %
<ul style="list-style-type: none">• Responsiveness of Submittal to the RFP ten (10) % (Firm has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.)• Understanding of the Project and Objectives thirty (30) % (Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific Project.)• Experience thirty (30) % (Firm's proven proficiency in the successful completion of similar projects.)• Strategy & Implementation Plan twenty (20) % (Firm has provided a clear interpretation of the City's objectives in regard to the project, and a fully comprehensive plan to achieve successful completion. See section 5.0. C. Strategy and Implementation Plan for details.)

The following criteria shall be worth ten (10) %
* Fees (10)

Owner reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any Firm, or service provider in determining a final award(s), if any.

The Owner may undertake negotiations with the top-rated Firm and will not negotiate with lower rated Firms unless negotiations with higher rated Firms have been unsuccessful and terminated.

- 6.3. Oral Interviews:** The Owner reserves the right to invite the most qualified rated Firm(s) to participate in oral interviews, if needed.
- 6.4. Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the Project Firm.

**SECTION 7.0. SOLICITATION RESPONSE FORM
RFP-5258-23-KF “Financial Audit Services”**

Offeror must submit entire Form completed, dated, and signed.

<i>Audit Year</i>	<i>All Inclusive - Not to Exceed Cost</i>	
	<i>Year-end Annual Audit</i>	<i>Single Audit</i>
2023		
2024		
2025		
2026		
Grand Total for 4 years		

Attach additional pages as needed to show direct and indirect costs and out of pocket expenses.

Year-end Annual Audit Grand Total Amount Written:

_____dollars.

Single Audit Grand Total Amount Written:

_____dollars.

*.....
The Owner reserves the right to accept any portion of the services to be performed at its discretion.
.....*

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Firm agrees to provide services and products in accordance with the *terms and conditions contained in this Request for Proposal* and as described in the Firm’s proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or Firm to submit a proposal for the purpose of restricting competition.

- The individual signing this proposal certifies it is a legal agent of the Firm, authorized to represent the Firm and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered, to the Owner if the invoice is paid within _____ days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Firm acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____

It is the responsibility of the Offeror to ensure all Addenda have been received and acknowledged.

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Firm

E-mail Address of Agent

City, State, and Zip Code

Date