



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT was made and entered into this 22nd day of September 2023, by and between the City of Grand Junction, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and Haynie & Company, hereinafter in the Contract Documents referred to as the "Firm."

WITNESSETH:

WHEREAS the Owner advertised that sealed Proposals would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as the Financial Audit Services RFP-5258-23-KF.

WHEREAS, the Contract has been awarded to the above-named Firm by the Owner, and said Firm is now ready, willing, and able to perform the Work specified in the Notice of Award, in accordance with the Contract Documents.

NOW, THEREFORE, in consideration of the compensation to be paid to the Firm, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract," and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this Contract Agreement;
- b. Solicitation Documents for the Project including all Addenda: Financial Audit Services RFP-5258-23-KF;
- c. Firm's Response to the Solicitation;
- d. Work Change Requests (directing changed work to be performed);
- e. Field Orders;
- f. Change Orders.

ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

Contract Services: The Firm agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Documents.

ARTICLE 4

Contract Time: Time is of the essence with respect to this Contract. The Firm hereby agrees to commence Work under the Contract on or before the date specified in the Solicitation from the Owner and to achieve completion of the Work within the time or times specified in the Solicitation.

ARTICLE 5

Contract Price and Payment Procedures: The Firm shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, not to exceed the cost of **Forty-One Thousand Five Hundred and 00/100 Dollars (\$41,500.00)** for the audit of the City's Annual Comprehensive Financial Report (ACFR) and not to exceed the cost of **Six Thousand Five Hundred and 00/100 Dollars (\$6,500.00)** for the Single Audit as required. If this Contract contains unit price pay items, the Contract price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or another written directive of the Owner. The Owner shall not issue a Change Order or other written directive that requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides the Firm written assurance that lawful appropriations to cover the costs of the additional work have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment shall be prepared by the Firm and approved by the Owner in accordance with the Solicitation.

ARTICLE 6

Contract Binding: The Owner and the Firm each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto in respect of all covenants, agreements, and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Firm and may only be altered, amended, or repealed by a duly executed written instrument. Neither the Owner nor the Firm shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents, and specifically, the Firm shall not assign any money due or to become due without the prior written consent of the Owner.

ARTICLE 7

Severability: If any part, portion, or provision of the Contract shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion, or provision shall be affected thereby and all other parts, portions, and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested on its behalf; and the Firm has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
By: Duane Hoff Jr.
9F789E7D58F148C...
Duane Hoff Jr., Contract Administrator

10/3/2023
Date

Haynie & Company

DocuSigned by:
By: Christine B. McLeod
3592591CFBC3469...
Christine B. McLeod, Audit Partner

10/3/2023
Date



**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://www.gjcity.org/Annual-Comprehensive-Financial-Report).

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



ADDENDUM NO. 1

DATE: June 26, 2023
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Financial Audit Services RFP-5258-23-KF

Offerors responding to the above referenced solicitation are hereby instructed the requirements have been clarified, modified, superseded, and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. **Q:** Is it possible to get a copy of the board communication letter / management letter from 2021 and 2020 that includes the auditor recommendations and findings?

A: [2021 City of GJ Management Letter \(link\)](#)
[2021 City of GJ Management Letter \(link\)](#)

2. **Q:** Is it possible to get a copy of the 2021 adjusting journal entries that resulted from audit procedures?

A: Based on the auditor's report, no corrected or uncorrected misstatements were found.

3. **Q:** Is it possible to get a copy of the December 31, 2021, trial balance for the general fund for reference or the general fund chart of accounts?

A: [General Fund Chart of Accounts \(link\)](#). The 2021 ACFR is available to the public for actual numbers [Annual Comprehensive Financial Report | Grand Junction, CO \(gjcity.org\)](#). Furthermore, City Council will hear the auditor's report Wednesday, June 21st, if accepted the 2022 ACFR will be available to the public (link above).

4. **Q:** Please provide a brief description of the reason for an RFP one year following the last RFP process?

A: The City only received one response from last year's process, and it was from the current audit firm, so the City Council requested that another RFP be issued in

2023. We believe the responses were limited based on the timing of the 2022 RFP and labor market/scheduling challenges within the audit services industry.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in blue ink, appearing to read "K. Franklin", is positioned above the typed name.

Kathleen Franklin, Senior Buyer
City of Grand Junction, Colorado



Professional Audit Services

For the Years Ending December 31, 2023 – 2026

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1221 W. Mineral Avenue, Suite 202
Littleton, CO 80120

 303-734-4800

 303-795-3356

 www.HaynieCPAs.com

July 7, 2023

City of Grand Junction
Mayor and City Council
c/o: Kathleen Franklin, Senior Buyer
via Rocky Mountain E-Purchasing (BidNet Colorado)

Thank you for the opportunity to submit this proposal to the City of Grand Junction, hereafter referred to as the "City," for the years ending December 31, 2023 – 2026.

The objective and scope of the prospective engagement includes an audit, in accordance with Generally Accepted Auditing Standards (GAAS), of the comprehensive annual financial report (CAFR) for the year ended of December 31, 2023. We will also perform a Single Audit in relation to annual Federal Awards, if necessary. You will receive a letter to management containing comments on compliance, recommendations for improvements, and any other comments deemed pertinent relating to the financial statements, internal control and accounting related matters.

We commit to the City that our audit will be completed in a timely manner and meet all applicable deadlines. We believe that effective and timely communication is a very important part of this process and have a commitment to provide that high level of service.

As a local leader in providing audit services to local governments in Colorado, we believe that our proposal will demonstrate our unique qualifications to be your auditors and advisors. We offer the highest level of professionals with many years of experience in audit and advisory services who will meet the needs of the City efficiently.

If you have any questions or concerns about this proposal, please contact Christine McLeod at 303-734-4800 or email her at ChristineM@HaynieCPAs.com. Should you desire, we would be happy to meet with you in the near future to discuss our proposal in greater detail.

Sincerely,

A handwritten signature in blue ink that reads "Christine B. McLeod".

Christine McLeod, CPA
Audit Partner

Qualifications/Experience/Credentials

WHAT WE CAN DO FOR YOU

- We provide a full range of external auditing, accounting, income tax, consulting, internal auditing, litigation support, and management advisory services.
- Haynie & Company was again recognized as both a Top 100 Firm for 2023 by *Accounting Today* and a 2023 Top Workplaces Culture Excellence by *Energage*.
- Our clients include a wide variety of small and mid-sized governments, public and private businesses and not-for-profit entities.
- We have well-trained staff with excellent credentials. They have proven their ability to effectively manage and control large audit and review engagements. Our work will always be efficient and to the highest professional standards. Each of our service teams, from supervisory senior to partner, have many years of combined experience serving clients.
- We currently represent and perform audits, consulting, accounting and reporting assistance for over 100 governmental entities in Colorado. We have more than 50 years of experience in auditing governmental entities which are comparable in complexity to the City.
- We have approximately twenty staff members in our Firm qualified and experienced in financial statement audit, Single Audit and other areas related to governmental entities.
- We strive for a culture of service. Our team focuses on building long-term relationships based on mutual trust and communication. We are committed to meet your needs in a timely manner and make our key people accessible to you.
- The Littleton office will be the primary office to perform the work on this audit with support from our other locations, as needed. During the 2022 fiscal year, the Littleton office generated approximately 50% of its total revenues from audit services with 20% of total revenue coming from governmental audits.
- Currently, the Littleton office is staffed by 5 partners, 5 Audit Managers, 19 audit staff, 4 Tax Managers, 7 tax staff and 3 support personnel, approximately 20 of whom have experience with governmental audits.

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FIRM PROFILE

Haynie & Company is a unique, full-service CPA firm. We specialize in audit, tax, accounting, consulting and management advisory services.



Haynie & Company began in 1960 as a small CPA firm in Salt Lake City. We've since grown into a thriving, regional firm with offices across Colorado, Utah, Texas, Arizona and Nevada. We continue to add professionals to our network through mergers of reputable, experienced CPA firms. With approximately 450 professionals and support staff firm-wide, we offer the experience and expertise of a leading regional firm, combined with the attention and focus of a dedicated local firm.

WHAT YOU CAN EXPECT

Our firm vision is simple: Exceeding Expectations. We understand you need an advisor who can think ahead and offer custom solutions. Providing excellent service is our highest priority. Our focus will always be on building long-term relationships based on growth, trust, communication and service.

We have developed a strong network of professional affiliations, including our memberships in PrimeGlobal and RSM US Alliance. These affiliations greatly expand our experience and knowledge. No matter how large or complex your financial situation, we have the expertise you need.

PrimeGlobal is the third largest association of independent accounting firms in the world, providing a wide range of tools and resources to help member firms furnish superior accounting, auditing and management services to clients around the globe.

RSM US Alliance provides member firms with access to the resources, tools and expertise of RSM US LLP, which is the fifth largest provider of audit, tax and consulting services in the United States.

INDEPENDENCE

Haynie & Company and its personnel are independent of the City of Grand Junction, as defined by AICPA Rule 101 and the U.S. General Accounting Office's *Government Auditing Standards*. Haynie & Company has performed the City's annual financial statement audits for

the past seven years but maintains its independence with regards to this proposed engagement.

QUALITY CONTROL

Haynie & Company meets the external quality control review requirements contained in the current U.S. General Accounting Office's *Government Auditing Standards*. A copy of our firm's most recent Peer Review Report, issued on December 18, 2020, is included as Attachment A (page 16). That quality control review included a review of specific government engagements.

There have been no federal or state desk or field reviews of our audits during the past three years, nor have we been subjected to such actions in the history of our firm.

Additionally, our firm is a member of the AICPA Government Audit Quality Center.

LICENSING

Haynie & Company and all key engagement personnel are properly licensed in Colorado and there are no disciplinary actions against the firm or its personnel currently, nor in the past three years. All professional staff are current with their continuing professional education according to the requirements contained in the *Government Auditing Standards*. Haynie & Company is not involved in any formal court proceedings.

NON-DISCRIMINATION

Our firm does not discriminate against any individual due to race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin or any legally-protected status and these are not factors in consideration for employment, selection of training, promotion, transfers, recruitment, rates of pay, or other forms of compensation, demotion, or separation.

INSURANCE INFORMATION

Haynie & Company carries professional liability insurance through Navigators Insurance Company with a current limit of \$2,500,000 per claim. Our Workers Compensation and Employers Liability Policy is through The Hartford and has a limit of \$1,000,000 per occurrence. Our Commercial Liability policy also has a limit of \$1,000,000 per occurrence and the City of Grand Junction can be added as an additional insured, if necessary.

Please see Attachment B (page 17) for a detailed Firm Affiliations.

OUR TEAM

Haynie & Company will not require the use of any other firm's personnel during this audit. Due to our regional size, we have audit staff from our other offices whose services we can call upon, if required. Our experienced staff is committed to fulfilling your needs.

Haynie & Company has traditionally experienced below average turnover in our industry. We are committed to maintaining the continuity of the audit team on the City's engagement for the duration of the audit. We feel strongly regarding the importance of staff continuity, especially at the partner and manager level, and commit to your organization our goal to maintain the same personnel on the audit.

All personnel receive regular continuing professional education through internal and external training. This training includes updates on new and significant accounting changes and industry-focused training, including training for all staff in the areas of governmental accounting and Single Audits. All staff is current with their continuing professional education requirements, including relevant training on significant recent GASB pronouncements. Additionally, all key personnel receive the required Yellow Book training hours annually.

All staff will be adequately supervised and no personnel at a level below senior auditor will be on-site without supervision. In fact, most or all of the time on-site will include the direct supervision of a manager or partner. Should circumstance require our fieldwork to be performed off-site, all staff will continue to be directly supervised and coordinated by a manager or partner.

All individuals that would be assigned to your audit have extensive experience in government audit and accounting. Key members of the audit team and their qualifications are as follows:



Christine McLeod, CPA – Audit Partner

Christine graduated from the University of Mississippi Patterson School Of Accountancy with a Bachelor of Accountancy. She is a member of the American Institute of Certified Public Accountants (AICPA), and the Colorado Society of Certified Public Accountants (CSCPA). Christine worked with Arthur Andersen and Co. in Dallas, Texas, as operations manager at Intellicall, Inc. in Carrollton, Texas, and as manager of St. Mary's Federal Credit Union in Littleton, CO. Christine also managed her own private practice providing accounting services to a number of small clients in various industries. In 2013, she joined Haynie & Company. Christine has experience in a variety of areas, including SEC, governmental, not-for-profit, special districts, pension plans, hospitality, financial services, and small-business accounting.



John Boekweg, CPA – Concurring Reviewer

John attended Brigham Young University and majored in Accounting and Information Systems, graduating in 1995. Shortly thereafter he passed the CPA exam and went to work for a local firm in Idaho Falls, Idaho where he focused on audit and tax services for farmers and ranchers, construction contractors, and employee benefit plans. In 1997 he joined the Salt Lake City, Utah office of a national firm as a senior auditor focusing on government and not-for-profit organizations, auto dealerships, franchisors, and employee benefit plans. John obtained his Master of Business Administration from Utah State University while working at a local firm based in Salt Lake City, Utah as an audit manager in 2000. He spent the next 17 years working for this firm as an audit manager and became partner in 2008. John was the partner-in-charge of the firm's Vernal, Utah office from 2008 to 2017 when he sold his practice and joined Haynie & Company in November 2017. He relocated as a partner of Haynie & Company and is now practicing in their San Antonio, Texas office.

John is licensed in the States of Texas and Utah and is a member of the Texas Society of Certified Public Accountants (TSCPA), Utah Association of Certified Public Accountants (UACPA), and American institute of Certified Public Accountants (AICPA).

John's industries with substantial experience include government and not-for-profit entities, construction contractors, CIRAs, auto and truck dealerships, employee benefit plans, and farmers and ranchers. John has over 20 years of experience providing audit, tax, forensic accounting, and consulting to large and small organizations in these industries. John has also functioned as team captain on a number of peer review engagements in recent years.



Greg Ingalls – Audit Manager

Greg graduated from the University of Wyoming with Master of Science in Accounting in 2017 after previously completing a Bachelor of Science in Accounting at the University. He started his career with KPMG in 2018 before joining Haynie & Company in 2020. He is a member of the American Institute of Certified Public Accountants (AICPA) and Colorado Society of Certified Public Accountants (CSCPA). Greg has experience in a variety of areas, including governmental, not-for-profit, HUD, and private for-profit clients in a number of industries.

Other audit associates will be selected from our well-trained group of staff and will have all of the necessary competencies to perform your audit.

In the event a member of the audit team is unable to perform auditing services for the City, we will replace that team member with someone of similar qualifications. Any changes to the

personnel assigned to your audit would be properly licensed and have experience comparable to those staff members they are replacing. The staff member's credentials and experience would be provided to the City for your approval after any investigation deemed appropriate.

Our firm recognizes that we are in a personal service industry and accordingly, are committed to the development of appropriate relationships with our clients. We understand that proper client service is based upon mutual trust and confidence. We maintain private lines to our key people so that our clients can always gain access to them. You will always have priority regarding access to our professional staff. We will communicate via telephone and email whenever an issue arises that requires discussion.

Strategy and Implementation Plan

Communication is essential for an efficient and effective audit. We believe that consistent and reliable communication is vital for us to provide the City with outstanding services, and is an area that we feel differentiates us from the rest. You will always have access to our audit team, from staff to partner, and our internal policy of returning correspondence within one business day will ensure that communication is timely.

The audit should not interfere with managing your business. Haynie & Company has developed an approach for maximum audit effectiveness and efficiency that focuses on understanding the entity's operations and the risks it faces. In addition to understanding the accounting system and records of the entity, we focus on the objectives and the techniques used by management to evaluate operations and design our audits.

HAYNIE & COMPANY AUDIT BENEFITS:

- A **well-planned, well-controlled** audit that employs communication and cooperation with your staff to produce a high quality, efficient audit.
- An **insightful** presentation to the audit committee/board of directors that focuses on significant issues with reasonable recommendations. This presentation will include any significant compliance or controls issues, along with other matters such as suggestions for improved efficiencies.
- An **innovative** style in which our partners, managers and staff are involved year-round, actively seeking and communicating ways to help enhance the audit process and deepen our understanding of your company.

Our audit approach is designed to proactively address risk associated with the audit process and provide value to our clients. Our audit approach is typically divided into three phases: planning, fieldwork and review.

PLANNING

Our audit approach relies heavily on a detailed assessment of the control environment and operating strengths and weaknesses of your company.

INTERIM FIELDWORK

If it is determined to add to the audit efficiency, we will perform interim testing prior to year-end. Generally during this phase, we perform most of our Single Audit compliance testing (if necessary), document and test the accounting system and internal controls. We will at times perform some substantive testing of accounts where appropriate.

YEAR-END FIELDWORK

This phase entails the bulk of our testing of financial statement account balances. Also, any open items from the interim fieldwork are addressed. Major federal programs are determined in accordance with the risk-based approach outlined in the Single Audit Act, and compliance testing wrapped up (if necessary).

REPORTING

The auditor's reports and City Council presentation are drafted and reviewed with management. Upon approval by management, final versions of the reports are issued, and the Data Collection Form will be reviewed and approved for submission to the Federal Audit Clearing House, if necessary.

REVIEW

In order to assure the work and final report are of the highest quality, the files and reports must pass through a minimum of two reviews. Each review focuses on specific areas of the audit with intentional overlap so every part of the audit is reviewed in detail. Depending on the size and nature of an engagement, additional reviews are added to further ensure audit quality. We will also provide comments on preliminary drafts of your financial reports. We will work closely with you as you complete the final document, which will include our report.

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OUR AUDIT PROCESS:



- Client acceptance
- Identify risks
- Identify key processes and transactions
- Establish engagement dates
- Determine materiality



- Review policies and procedures
- Review internal control documentation
- Perform walkthroughs of key processes
- Interview client personnel
- Review prior-year and interim financial data
- Review preliminary financial data



- Develop targeted audit procedures
- Determine sampling plan for testing
- Send third party confirmations
- Coordinate audit fieldwork with management



- Fieldwork
- Substantive testing
- Inquiries
- Analytical testing
- Review of audit results with management



- Review draft financial statements
- Review schedule of expenditures of federal awards
- Issue final opinions
- Meet with audit committee or board of directors

Haynie & Company's approach to audits of governmental entities is a highly-tailored adaptation of our basic risk-based audit approach. We modify our audit programs toward the financial statement assertions with respect to each account and business cycle. These adjustments serve two purposes: they streamline the audit procedures to make us more efficient; and, more importantly, they focus the audit procedures to make us more effective. We utilize on-line audit programs and customize the sample sizes and audit approach utilizing our audit program tools for each client.

TECHNOLOGY

Haynie & Company focuses on cutting edge technology as a differentiator that allows us to streamline the audit process, be responsive to client needs, and back up all work papers. We utilize two robust systems to accomplish this:

- *ProSystem fx Engagement* is our engagement document management software that is an electronic binder to house and organize our audit documentation. This software allows the engagement team to easily collaborate with team members and clients.
- *Suralink* is a web-based audit management application that maintains all paper and electronic files in a secure, off-site data center, allowing for convenient, 24/7 access from any location. Haynie & Company professionals and client personnel can access all documents quickly and easily, which results in increased efficiency and quick response times for client requests. Suralink also functions as an open items list that can be accessed and maintained by the City and the audit team.

FINANCIAL STATEMENT REVIEW

Haynie & Company views the financial statements and our reports as the finished product of the audit process, and as such reflects the culmination of client and our work. With this view in mind, we have established a proven process for ensuring the highest quality financial statements are produced. The key to this is a robust set of procedures that utilize our experience and knowledge.

- *Training* – The basis for our technical review is the expertise of our engagement team. All of our key reviewers are CPA's that receive not only required continuing education but also targeted training in areas specific to governmental accounting and audit.
- *Tie-Out Procedures* – One of our initial steps in the review process is to complete a thorough tie-out of all financial and other information included in the financial statements to account balances and other supporting documentation. This step ensures that all data is properly presented and agrees to supporting records. Additionally, we utilize the

most up-to-date non-profit reporting checklists to make sure the financial statements are properly presented.

- *Supervisory Review* – All drafts throughout the reporting process are initially reviewed by managers and partners that were directly involved with the audit. This allows for the knowledge gained during the audit process to be utilized to ensure proper presentation and accuracy. The financial statements are reviewed for technical accuracy and overall readability.
- *Concurring Partner Review* – In addition to the manager and partner review mentioned above, in some cases, an audit partner that is not part of the engagement team reviews the financial statements and other key audit areas. The partner selected for this review is someone with extensive non-profit accounting and auditing experience, and the primary objective is to use an objective eye to determine that the financial statements contain all required disclosures and appear to be fairly presented.

YEAR-ROUND CONTACT

An audit should not be treated as a once-a-year event. We will stay in touch with your team on an ongoing basis to learn about events that may have significant audit impact — enabling us to help you deal with them as they occur.

WORKING WITH US GOING FORWARD

We are excited for the opportunity to continue working with you on your annual audit services. This would be a smooth transition, as we would still have the benefit of our past understanding of your organization and its processes.

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PROJECT SCHEDULE

We are happy to coordinate our work to best fit the City's needs. We are committed to providing the highest level of independent auditing services.

We generally provide an audit request list at least one month in advance of our anticipated interim and year-end fieldwork. This will allow you sufficient time to prepare the required schedules and to discuss any questions or concerns with the audit team.

We require the requisite data and information in support of the general ledger account balances including general ledgers and trial balances, detailed general ledger reports, lead schedules and work paper retrieval and refiling of documents based on pre-submitted lists, preparation of confirmations and other required letters. We rely heavily on the subsidiary schedules and information that you produce in the normal course of business to the extent possible, rather than require that you reconfigure and reformat data to our preferred format.

The estimated timeline below depends on the availability of records and the cooperation of management. Haynie & Company will complete the audit by the required deadline.

Task	Tentative Timing	Estimated Time Commitments from City Staff
Planning meetings with Audit Committee and staff	October/ November 2023	~2 hours
Update our understanding of processes and internal controls	November- December 2023	~2 hours
Develop audit plan	November- December 2023	none
Fieldwork	April - May 2024	~80 hours
Wrap-up and discussion of draft financial statements and report with Audit Committee and staff	May - June 2024	~10 hours
Final audit report and report issued to City Council	June 2024	none

References

Below is a list of references for some of governmental clients that are similar in scope and size to the City of Grand Junction that have been audited by the staff members from our local office who would be assigned to your audit:

Client Name	Mailing Address	Contact Person	Phone	Email	Project Dates	Project Description	Total Hours
Town of Estes Park	170 MacGregor Ave. P.O. Box 1200 Estes Park, CO 80517	Duane Hudson	970-577-3560	dhudson@estes.org	2020-2021	Audit, Single Audit and FS Prep	~250
City of Fort Morgan	710 E. Railroad Ave. Fort Morgan, CO 80701	Christina Bostron	970-542-3964	Chris.bostron@cityoffortmorgan.com	2020-2021	Audit, Single Audit and FS Prep	~210
City of Evans	1100 37 th Street Evans, CO 80620	Jacque Troutd	970-475-1170	jtroudt@evanscolorado.gov	2020-2021	Audit, Single Audit and FS Prep	~200
City of Lone Tree	9220 Kimmer Drive Lone Tree, CO 80124	Ulli Nierling	720-509-1301	Ulli.nierling@cityoflonetree.com	2020-2021	Audit, Single Audit	~180

We currently audit the following governmental agencies who received the GFOA Certificate of Excellence in Financial Reporting during the most recent fiscal year:

City of Grand Junction
 City of Brighton
 City of Fountain
 City of Lone Tree
 Town of Estes Park
 Durango Fire Protection District
 Plum Creek Water Reclamation Authority

Please see Attachment C (page 18) for a list of our current Colorado governmental audit clients.

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Fee Proposal

We believe our fees are competitive and reflect our desire to be of service to you. We continually strive to keep our fees at the lowest level consistent with the highest professional standards and your requirements for timely services. We will work closely with your personnel and anticipate their active participation in the areas where they can contribute to the audit effort and minimize our fees.

Our fees include all out-of-pocket expenses such as travel, report printing, postage, etc. We do not charge additional fees for general accounting and audit inquiries throughout the year. The fees quoted are with the understanding of cooperation from your staff in completing the information requested in our client organizer.

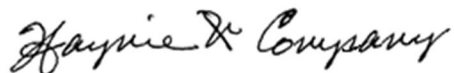
If additional accounting services are needed or desired, such work would be performed at our standard hourly rates and approval would be obtained before proceeding with the work.

The Solicitation Response Form outlining our proposed fees for 2023 – 2026 is included as Attachment D (page 22.)

Additional Data/Conclusion

Thank you for the opportunity to present Haynie & Company and the services that we can provide. We understand that you have many options and hope that through this proposal you can see those areas that distinguish us from others within the industry. We pride ourselves on good communication, highly-skilled professionals and providing exceptional service. Please feel free to call Christine McLeod at 303-734-4800 or e-mail her at ChristineM@HaynieCPAs.com with any questions you may have.

Sincerely,



Haynie & Company

Attachment A **FIRM AFFILIATIONS**

PROUD MEMBERS OF:

- PrimeGlobal
- RSM US Alliance
- American Institute of Certified Public Accountants (AICPA)
- AICPA Center for Audit Quality
- AICPA Employee Benefit Plan Audit Quality Center
- AICPA Government Audit Quality Center
- Public Company Accounting Oversight Board
- Utah Association of CPAs
- Colorado Society of CPAs
- Texas Society of CPAs
- Nevada Society of CPAs
- Arizona Society of CPAs
- California Society of CPAs
- Utah Non-Profits Association
- Utah Mechanical Contractors Association
- Associated Building Contractors
- National Association of Certified Valuation Analysts (NACVA)
- Association of Certified Fraud Examiners (ACFE)
- Construction Financial Management Association (CFMA)
- Governmental Finance Officers Association (GFOA)
- Affordable Housing Association of Certified Public Accountants (AHACPA)

An independently owned member
RSM US Alliance



*The Association of Advisory
and Accounting Firms*

Attachment B **PEER REVIEW REPORT**

This quality control review included a review of specific government engagements.



Report on the Firm's System of Quality Control

December 18, 2020

To the Partners of Haynie & Company and the
National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Haynie & Company (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended October 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, and audits of broker-dealers.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Haynie & Company applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended October 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Haynie & Company has received a peer review rating of *pass*.

KerberRose SC
KerberRose SC

115 E. Fifth Street | Shawano, WI 54166
P: (715) 526-9400 Toll Free (800) 729-2065 F: (715) 524-2599
Website: <https://kerberrose.com>



Attachment C

CURRENT COLORADO GOVERNMENTAL AUDIT CLIENTS

Client Name	Dates of the Audit
9th Avenue Metropolitan District No. 2	2018 - 2022
ACC Metropolitan District	2022
Adams County Communication Center Authority	2015 - 2022
Adams County Fire Protection District	2021 - 2022
Alpensee Water District	2021 - 2022
Animas La-Plata Water Conservancy District	2012 - 2022
Arista Metropolitan District	2009 - 2022
Aspen Park Metropolitan District	2010 - 2022
Bella Mesa Metropolitan District	2020 - 2022
Berthoud Fire Protection District	2022
Berthoud-Heritage Metropolitan District No. 1	2021 - 2022
Berthoud-Heritage Metropolitan District No. 9	2021 - 2022
Blue Lake Metropolitan District No. 2	2016 - 2022
Blue Lake Metropolitan District No. 3	2018 - 2022
Blue Mountain Water District	2015 - 2022
BNC Metropolitan District No. 3	2006 - 2022
Boulder Rural Fire Protection District	2022
Boxelder Sanitation District	2019 - 2022
Brighton Fire Rescue District	2021 - 2022
Castleview Metropolitan District No. 1	2021 - 2022
Castleview Metropolitan District No. 2	2021 - 2022
CCP Metropolitan District No. 3	2018 - 2021
Centennial Water & Sanitation District	2021 - 2022
Centerra Metropolitan District No. 1	2021 - 2022
Centerra Public Improvement Collection Corp	2021 - 2022
Central Clear Creek Sanitation District	2021 - 2022
Cherry Creek Metropolitan District No. 5	2021 - 2022
Cherry Creek Valley Water and Sanitation District	2005 - 2022
Cherry Hills Sanitation District	2022
City Center West Residential Metropolitan District No. 2	2019 - 2022
City of Brighton*	2018 - 2022
City of Castle Pines	2014 - 2022
City of Evans*	2020 - 2022
City of Fort Morgan	2020 - 2022
City of Grand Junction*	2015 - 2022
City of Lone Tree*	2020 - 2022
City of Victor	2021 - 2022
CitySet Metropolitan District No. 2	2012 - 2022
Clear Creek Valley Water & Sanitation District	2019 - 2022
Colorado River Fire Rescue Protection District	2017 - 2022
Conestoga Metropolitan District No. 1	2021 - 2022
Conestoga Metropolitan District No. 2	2021 - 2022
Conifer Metropolitan District	2019 - 2022
Cortez Fire Protection District	2022
Cottonwood Greens Metropolitan District No. 2	2022
Cottonwood Hollow Commercial Metroopolitan District	2017 - 2022
Cottonwood Hollow Residential Metropolitan District	2017 - 2022
Cross Creek Metropolitan District	2012 - 2022
Cumberland Green Metropolitan District	2007 - 2022
Dancing Willows Metropolitan District	2015 - 2022
Deer Creek Water District	2022
Dominion Water & Sanitation District	2015 - 2022
Durango Fire Protection District*	2008 - 2022
Erie Farm Metropolitan District	2015 - 2022

* Colorado clients who received the GFOA Certificate of Excellence in Financial Reporting during the most recent fiscal year

Attachment C

CURRENT COLORADO GOVERNMENTAL AUDIT CLIENTS (continued)

Client Name	Dates of the Audit
Evergreen Fire Protection District	2020 - 2022
Fairmount Fire Protection District	2022
Forest Hills Metropolitan District	2011 - 2022
Fossil Ridge Metropolitan District #1	2019 - 2022
Fossil Ridge Metropolitan District #2	2019 - 2022
Fossil Ridge Metropolitan District #3	2019 - 2022
Fountain Mutual Metropolitan District	2018 - 2022
Front Range Fire Rescue Fire Protection District	2016 - 2022
Fruitdale Sanitation District	2015 - 2022
Genesee Fire Protection District	2016 - 2022
Greater Brighton Fire Protection District	2021 - 2022
Green Valley Ranch Metropolitan District	2002 - 2022
Harris Park Sanitation and Water District	2022
Hartsel Fire Protection District	2016 - 2022
Hermosa Sanitation District	2018 - 2022
Highland Estates Metropolitan District	2018 - 2022
Highland Rescue Team Ambulance District	2017 - 2022
Highlands Ranch Metropolitan District	2021 - 2022
Hillcrest Water & Sanitation District	2021 - 2022
Hoover Hill Water & Sanitation District	2021 - 2022
Hunter's Overlook Metropolitan District No. 1	2021 - 2022
Hunter's Overlook Metropolitan District No. 2	2021 - 2022
Hunter's Overlook Metropolitan District No. 3	2021 - 2022
Hunter's Overlook Metropolitan District No. 4	2021 - 2022
Hunter's Overlook Metropolitan District No. 5	2021 - 2022
Hunter's Overlook Metropolitan District No. 6	2021 - 2022
Inspiration Metropolitan District	2017 - 2022
Iron Mountain Metropolitan District No. 1	2022
Iron Mountain Metropolitan District No. 2	2021 - 2022
Jefferson County Communications Authority	2019 - 2022
Johnstown Plaza Metropolitan District	2016 - 2022
Ken Caryl Ranch Metropolitan District	2022
Kent Place Metropolitan District	2022
Kittredge Sanitation District	2021 - 2022
La Plata Archuleta Water District	2022
La Plata West Water Authority	2021 - 2022
Lake Durango Water Authority	2019 - 2022
Lambertson Lakes Metropolitan District	2007 - 2022
Lanterns Metropolitan District No. 1	2019 - 2022
Lookout Mountain Metropolitan District	2019 - 2022
Lupton Village Commercial Metropolitan District	2021 - 2022
Lupton Village Residential Metropolitan District	2021 - 2022
McKay Landing Metropolitan District No. 2	2002 - 2022
Medical School Campus Public Infrastructure District	2021 - 2022
Meridian 2018 Subdistrict	2022
Meridian Ranch Metropolitan District	2022
Meridian Service Metropolitan District	2022
Miller's Landing Business Improvement District	2021 - 2022
Mount Vernon Country Club Metropolitan District	2019 - 2022
Mountain View Fire Protection District	2020 - 2022
Mountain Shadows Metropolitan District	2015 - 2022
Muegge Farms Metropolitan District No. 1	2021 - 2022
Muegge Farms Metropolitan District No. 3	2021 - 2022
Murata Farms Metropolitan District	2022

* Colorado clients who received the GFOA Certificate of Excellence in Financial Reporting during the most recent fiscal year

Attachment C

CURRENT COLORADO GOVERNMENTAL AUDIT CLIENTS (continued)

Client Name	Dates of the Audit
North Lincoln Water and Sanitation	2022
North Range Metropolitan District No. 1	2012 - 2022
North Range Metropolitan District No. 3	2012 - 2022
North Table Mountain Water & Sanitation District	2015 - 2022
North Washington Street Water & Sanitation District	2013 - 2022
Northern Commerce Metropolitan District	2015 - 2022
Olathe Fire Protection District	2016 - 2022
Park Meadows Metropolitan District	2002 - 2022
Plum Creek Water Reclamation Authority*	2012 - 2022
Poudre Tech Metropolitan District	2014 - 2022
Prairie Song Metropolitan District No. 4	2021 - 2022
Prosper Coordinating Metropolitan District	2017 - 2022
Prosper Coordinating Metropolitan District No. 4	2017 - 2022
Pueblo Urban Renewal Authority	2014 - 2022
Raindance Metropolitan District No. 1	2017 - 2022
Raindance Metropolitan District No. 2	2017 - 2022
Raindance Metropolitan District No. 3	2021 - 2022
Rangeview Metropolitan District	2021 - 2022
Red Bridge Pubil Infrastructure District No. 1	2021 - 2022
Reunion Metropolitan District	2012 - 2022
Ridgeline Vista Metropolitan District	2021 - 2022
ROAM Public Infrastructure District No. 1	2021 - 2022
ROAM Public Infrastructure District No. 2	2021 - 2022
Rose Farm Acres Metropolitan District	2020 - 2022
Saddler Ridge Metropolitan District	2017 - 2022
Severance Shores Metropolitan District No. 1	2020 - 2022
Severance Shores Metropolitan District No. 4	2020 - 2022
Sky Ranch Community Authority Board	2018 - 2022
Sky Ranch Metropolitan District No. 1	2021 - 2022
Skyview Meadows Metropolitan District	2021 - 2022
Smoky Hill Metropolitan District	2002 - 2022
Sorrel Metropolitan District	2022
South Durango Sanitation District	2022
South Maryland Creek Metropolitan District	2019 - 2022
South Sheridan Water & Sanitation District	2014 - 2022
South Sloan's Lake Metropolitan District No. 1	2016 - 2022
South Sloan's Lake Metropolitan District No. 2	2016 - 2022
Southeast Metropolitan Stormwater Authority	2021 - 2022
Southgate Sanitation District	2014 - 2022
Southgate Water District	2014 - 2022
Sterling Ranch Community Authority Board	2015 - 2022
Sterling Ranch Colorado Metropolitan District No. 2	2019 - 2022
Sterling Ranch Colorado Metropolitan District No. 3	2017 - 2022
Tallman Gulch Metropolitan District	2018 - 2022
Tamarron Metropolitan District	2009 - 2022
The Brands Metropolitan District No. 1	2017 - 2022
The Brands Metropolitan District No. 4	2017 - 2022
Timbers Metropolitan District	2018 - 2022
Town of Deer Trail	2014 - 2022
Town of Estes Park*	2020 - 2022
Town of Firestone	2022
Town of Limon	2009 - 2022
Town of Lochbuie	2022
Town of Milliken	2021 - 2022

* Colorado clients who received the GFOA Certificate of Excellence in Financial Reporting during the most recent fiscal year

Attachment C

CURRENT COLORADO GOVERNMENTAL AUDIT CLIENTS (continued)

Client Name	Dates of the Audit
Trailside Metropolitan District No. 4	2019 - 2022
Triview Metropolitan District	2019 - 2022
Turion Metropolitan District No. 1	2021 - 2022
Turion Metropolitan District No. 2	2021 - 2022
Twin Peaks Metropolitan District	2016 - 2022
Valley Club Pointe Metropolitan District	2021 - 2022
Visit Estes Park	2020 - 2022
Water Valley Metropolitan District No. 1	2014 - 2022
Water Valley Metropolitan District No. 2	2014 - 2022
Waterstone Metropolitan District No. 1	2021 - 2022
Wellington Fire Protection District	2021 - 2022
Westgate Metropolitan District No. 2	2021 - 2022
Westview Metropolitan District	2019 - 2022
Wildwing Metropolitan District No. 1	2018 - 2022
Wildwing Metropolitan District No. 5	2018 - 2022
Willow Brook Metropolitan District	2019 - 2022
Will-O-Wisp Metropolitan District	2021 - 2022
York Street Metropolitan District	2017 - 2022

* Colorado clients who received the GFOA Certificate of Excellence in Financial Reporting during the most recent fiscal year

Attachment D

SECTION 7.0: SOLICITATION RESPONSE FORM

SECTION 7.0. SOLICITATION RESPONSE FORM
RFP-5258-23-KF "Financial Audit Services"

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

Audit Year	All Inclusive - Not to Exceed Cost	
	Year-end Annual Audit	Single Audit
2023	\$41,500	\$6,500
2024	\$43,000	\$7,000
2025	\$45,000	\$7,500
2026	\$47,000	\$8,000
Grand Total for 4 years	\$176,500	\$29,000

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

Year-end Annual Audit Grand Total Amount Written:

One hundred seventy six thousand five hundred and no/100 dollars.

Single Audit Grand Total Amount Written:

Twenty nine thousand and no/100 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.

Attachment D

SECTION 7.0: SOLICITATION RESPONSE FORM (continued)

- 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 \$0 percent of the net dollar will be offered, to the Owner if the invoice is paid within N/A 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: 1

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

Haynie & Company
 Company Name – (Typed or Printed)

Christine B. McLeod
 Authorized Agent Signature

1221 W. Mineral Avenue, Suite 202
 Address of Firm

Littleton, CO 80120
 City, State, and Zip Code

Christine McLeod, CPA
 Authorized Agent – (Typed or Printed)

303-734-4800
 Phone Number

ChristineM@HaynieCPAs.com
 E-mail Address of Agent

July 7, 2023
 Date

