



**REQUEST FOR PROPOSAL (RFP)**

RFP TITLE:

Audit Services for Churchill County

RFP NUMBER:

17-001

RFP QUESTIONS:

All questions must be submitted by email to [comptroller@churchillcounty.org](mailto:comptroller@churchillcounty.org). Questions must be submitted no later than 5:00 p.m. local time on March 10, 2017.

SCOPE OF WORK:

Churchill County is seeking proposals for audit services within its Comptroller's Office to cover fiscal years ending June 30<sup>th</sup> of 2017, 2018, and 2019 with two separate 1-year optional renewals that could cover 2020 and 2021 that shall include year-end reports prepared and submitted in conformance with generally accepted accounting principles (GAAP) and Nevada Revised Statutes (NRS) 354.624.

RFP OPENING DATE:

Tuesday, March 21, 2017

LOCATION: Churchill County Comptroller's Office  
155 N. Taylor Street  
Suite 182  
Fallon, NV 89406

BOND REQUIREMENT: **NO BID BOND REQUIRED**

RFP RECEIPT TIME: 3:00 p.m., local time

RFP OPENING TIME: 3:30 p.m., local time

**NOTE: RFP RECEIPT TIME IS DIFFERENT FROM RFP OPENING TIME**

NAME OF PERSON TO CONTACT: Buyer Name: Alan F. Kalt  
Title: Chief Financial Officer  
Email Address: [comptroller@churchillcounty.org](mailto:comptroller@churchillcounty.org)  
Phone: (775) 428-1414

ADVERTISEMENT DATE: Monday, February 27, 2017

NUMBER OF PAGES IN THIS RFP: 25

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**RFP #: 16-001 GENERAL TERMS AND CONDITIONS**

**1.0 SUBMISSION OF RFP**

1.1 In response to this RFP, Proposers shall submit:

- One (1) **original** proposal marked "**MASTER**";
  - Six (6) identical bound copies;
  - One (1) identical electronic response in Microsoft Word, Microsoft Excel, or Adobe PDF, on CD or Flashdrive;
  - Clearly label and index binders with appropriate section and sub-section numbers as referred to herein;
  - Number each page individually and provide a Table of Contents.

- 1.1.1 **All COST/PRICING information must be submitted in separate, sealed envelopes.**
- 1.1.2 **All FINANCIAL STABILITY/STATEMENTS requested in Special Terms and Conditions must be submitted in separate, sealed envelopes.**
- 1.2 Neither Churchill County nor any official or employee thereof shall be responsible for the pre/post-opening of, or failure to open an RFP not properly addressed, identified or mislabeled.
- 1.3 Proposals submitted by telephone, telegraphic notice, email or facsimile will not be accepted.
- 1.4 RFP and any addenda shall be submitted in a sealed envelope or box and labeled using the following format:

**Company:**

**RFP TITLE:**

**RFP #:**

**Opening Date: March 21, 2017**

**Receipt Time: 3:00 P.M. Local Time**

**Mail or deliver RFP To:      Churchill County Comptroller's Office  
155 N. Taylor Street  
Suite 182  
Fallon, NV 89406**

- 1.5 In order for an RFP to be considered, it is mandatory that the RFP documents be received and time-stamped in Churchill County Comptroller Office, Administration Building, Suite 182, prior to the receipt time specified in the RFP document (see page 1).
- 1.6 Information should be prepared to provide a straightforward, concise delineation of capacities to satisfy requirements of the RFP on Churchill County's forms. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis should be placed on conformance to RFP instructions, responsiveness to RFP requirements, completeness and clarity of content.
- 1.7 Any irregularities or lack of clarity in the RFP should be brought to the attention of Churchill County Comptroller Office for correction or clarification.

1.0 SUBMISSION OF RFP (CONTINUED)

1.8 When a bid surety is required, such surety shall be acceptable only in the form of a bid bond, certified check or cashier's check in the amount stated. The surety must accompany the bid. After award of bid by the Board of Commissioners, the bid surety of the unsuccessful Proposers shall be returned.

1.9 Addenda issued may become an integral part of this RFP. All addenda will be posted on the Churchill County website at: <http://www.churchillcounty.org>

1.9.1 Proposer must acknowledge receipt of addenda by signing and returning with the original RFP documents. It is the Proposer's responsibility to insure receipt of any addenda. Failure to submit a signed addendum may result in rejection of an RFP.

1.10 An authorized representative of Proposer's firm must sign this RFP document. An unsigned proposal shall be disqualified.

1.11 Prices quoted shall be F.O.B. destination and exclusive of federal, state and local taxes. No shipping charges will be allowed.

1.12 All costs incurred in the preparation and submission of responses to the RFP shall be the responsibility of the Proposer.

1.13 Proposer assumes any and all risks involved with method of dispatch chosen. Churchill County assumes no responsibility for Proposer's failure to deliver RFP in accordance with the specified receiving point and time stated herein.

1.14 All proposals and accompanying documentation become the property of Churchill County and will not be returned.

1.15 Exceptions to the Terms, Conditions and Specifications of this proposal must be noted in the space provided at the end of this proposal. Failure to note said exceptions shall be interpreted to convey that Proposer shall propose to perform in the manner described and/or specified. Churchill County reserves the right to accept or reject any exceptions based on the best interest of the Churchill County.

2.0 LATE PROPOSALS

2.1 Proposer shall note that receipt time is different from opening time (see page 1).

2.2 Late proposals will not be accepted. A proposal may be received any time prior to the receipt time and date. A proposal arriving after the deadline will be returned to its sender unopened.

### 3.0 WITHDRAWAL OF PROPOSAL

- 3.1 A proposal may be withdrawn by written notification delivered by mail, fax or e-mail provided such notice is received prior to the date and time set for the RFP opening.
- 3.2 A request for withdrawal of a proposal received after the scheduled opening will not be considered.

### 4.0 PROPRIETARY INFORMATION

- 4.1 Churchill County is a public entity as defined by state law and, as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under said law, all Churchill County records are public (unless otherwise declared by law to be confidential), subject to inspection and may be copied by any person.
- 4.2 Proposers are advised that after Churchill County has made a Recommendation of Award, the complete content of all proposals will become public record and nothing contained in the proposal will be deemed to be confidential. Proposers should not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Thus proposals should contain sufficient information to be evaluated without reference to any proprietary information.

### 5.0 VERBAL PRESENTATION/ORAL INTERVIEWS

- 5.1 Churchill County reserves the right to require any or all Proposers to give a presentation or demonstration illustrating their abilities relative to this effort and/or attend an interview session to gauge their suitability to provide services for this project. If so requested, Proposer(s) shall make their personnel available within ten (10) calendar days of request. No cost allowance shall be permitted for this requirement.

### 6.0 GOVERNING LAW

- 6.1 Should there be a contract in addition to this RFP document, Proposer agrees that the additional contract shall be governed by and construed in accordance with the laws of Nevada. No action involving this contract agreement may be brought except in the district court located in Churchill County, Nevada.

### 7.0 DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

- 7.1 As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Proposer must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any federal department or agency.
- 7.2 **Submission of a signed proposal in response to this solicitation is certification that Proposer's firm (or any Sub-Proposer) is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from**

**participation in this transaction by any state or federal department or agency. Submission is also agreement that Churchill County will be notified of any change in this status.**

7.3 Loss of Agreement and/or Inability to Fulfill Requirements

- A. If Proposer has had an agreement terminated, or has a pending termination, or a settlement to avoid litigation or termination for default during the past five (5) years, all such incidents must be described.
- B. Termination for default is defined as notice to stop performance due to Proposer's non-performance or poor performance, and the issue was either: (a) not litigated; or (b) litigated and such litigation determined Proposer to be in default.
- C. Proposer shall submit full details of all terminations for default, settlements, or pending terminations experienced in the past five (5) years including the other party's name, address, and telephone number. Proposer shall also present its position on the matter.
- D. Churchill County shall evaluate the facts and at its sole discretion may reject the Proposer's response if the facts discovered indicate that completion of an agreement resulting from this RFP may be jeopardized by selection of Proposer.
- E. If Proposer has experienced no such settlement or terminations for default in the past five (5) years, and has no pending terminations, it must affirmatively declare this to be so.

8.0 FUNDING OUT CLAUSE

- 8.1 Should the funding authority of Churchill County fail to appropriate funds to continue payment on a resultant agreement, Churchill County shall cancel said agreement without termination charge or penalty. Written notification shall be made should this occur.

9.0 DEFAULT

- 9.1 In case of default by successful Proposer, Churchill County may deduct any unpaid balance due the Proposer, procure the product(s) or service(s) from another source, hold the defaulting Proposer responsible for any excess cost occasioned thereby, assess a penalty equal to five percent (5%) of the total contract price, commence with proceedings against any surety and/or performance bond held in conjunction with the contract, debaring the Proposer for a period of not less than one (1) year or more than five (5) years, or pursue Other applicable legal remedies.

10.0 TERMINATION OF CONTRACT

10.1 This contract may be terminated in whole or in part by Churchill County for its convenience, but only after the Proposer is given:

10.1.1 Not less than thirty (30) calendar day's written notice of intent to terminate.

10.1.2 An opportunity for consultation with the Chief Financial Officer of Churchill County prior to termination.

11.0 JOINDER OF LOCAL GOVERNMENTS

11.1 Nevada Revised Statute 332.195 – Joinder or mutual use of contracts by local governments states the following:

A. A governing body or its authorized representative may join or use the contracts of other local governments located within or outside this state with the authorization of the contracting Proposer. The original contracting local government is not liable for the obligations of the local government which joins or uses the contract.

B. A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting Proposer. The State of Nevada or other state is not liable for the obligations of the local government, which joins or uses the contract.

C. After the award of this RFP, all transactions, such as but not limited to inquiries, orders, warehousing and payment, will be made between participating local government and the successful Proposer.

12.0 AMERICANS WITH DISABILITIES

12.1 Churchill County acknowledges its responsibilities under the Americans with Disabilities Act (ADA) of 1990. Churchill County expects all Proposers to be knowledgeable about and comply with the requirements of the ADA.

13.0 NOT USED

14.0 REQUIRED INSURANCE COVERAGE

14.1 The successful Proposer shall, at the Proposer's sole expense, procure, maintain and keep in force for the duration of the contract insurance conforming to the minimum limits as specified in this document. The required insurance shall be in effect prior to the commencement of work by the successful Proposer and shall continue in force as appropriate until final acceptance by Churchill County of the completion of this contract.



14.2 Certificate of Insurance: The Accord 25 Certificate of Insurance form or a form substantially similar must be submitted to Churchill County to evidence the insurance policies and coverages required of the successful Proposer. The certificate must name Churchill County as the certificate holder. The certificate should be signed by a person authorized to bind coverage on its behalf. Upon renewal of the policies listed, successful Proposer shall furnish the County with replacement certificates.

15.0 WORKER'S COMPENSATION COVERAGE

15.1 Successful Proposer shall have Worker's Compensation coverage as required by law for the duration of the contract to include Employer's Liability Coverage with minimum limits of one million dollars (\$1,000,000).

16.0 GENERAL LIABILITY INSURANCE

16.1 During the life of the contract, the successful Proposer providing service to Churchill County shall maintain Comprehensive General Liability Insurance (occurrence form) with the following coverages through an insurance carrier(s) licensed to do business in the State of Nevada and having a current A.M. Best rating of A-:VII or better and approved by the County:

- A. Premises-Operations
- B. Independent Contractor's Protection
- C. Products and Completed Operations
- D. Broad Form Property Damage
- E. Personal Injury (with Employee Exclusion deleted)
- F. Blanket Contractual Liability
- G. Property Damage Liability

16.2 Limits shall be equal to the amount carried by the successful Proposer, but shall not be less than one million dollars (\$1,000,000) per occurrence combined single limits.

16.3 By endorsement to the required general liability policy and automobile liability policy, Churchill County must be named as additional insured for all liability arising from this contract. The Additional Insured Document (CG 20 10 11 85 or CG 20 26 11 85) should reference the RFP number.

17.0 COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

17.1 During the life of the contract, Proposer shall maintain Comprehensive Automobile Liability Insurance to include all owned autos, non-owned autos, and hired autos coverage through an insurance carrier(s) licensed to do business in the State of Nevada and having current A.M. Best rating of A-:VII or better and approved by the Churchill County.

17.2 Limits shall be equal to the amount carried by the successful Proposer, but shall not be less than one million dollars (\$1,000,000) per occurrence combined single limits.

18.0 PROFESSIONAL LIABILITY INSURANCE

18.1 During the life of the contract, Proposer shall maintain Professional Liability (Errors & Omissions) Insurance with minimum limits of at least one million dollars (\$1,000,000) per occurrence. The insurance required above may be proved under primary policies or by a combination of primary and excess policies.

19.0 OTHER INSURANCE PROVISIONS

19.1 VERIFICATION OF COVERAGE

- Successful Proposer shall furnish Churchill County with certificates of insurance with original endorsements effecting coverage required by this clause.
- The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by Churchill County before work commences.
- Churchill County reserves the right to require complete, certified copies of all required insurance policies at all times.

19.2 DEDUCTIBLES AND SELF-INSURED RETENTIONS

- Any deductibles or self-insured retentions must be declared to and approved by the County before work commences.
- The County reserves the right to request additional documentation, financial or otherwise, prior to giving approval of the deductibles and self-insured retentions before work commences.
- The County shall be notified of any changes to the deductibles or self-insured retentions made during the term of this contract or during the term of any policy, prior to the change taking effect.
- It is understood that the successful Proposer is responsible for and shall assume payment of all deductibles and/or self-insured retentions.

19.3 POLICIES TO CONTAIN OR BE ENDORSED TO CONTAIN THE FOLLOWING PROVISIONS:

- The County, its officers, employees and volunteers are to be named as additional insured on the successful Proposer's general liability and auto liability coverages. The coverages shall contain no special limitations on the scope of protection afforded to the County, its officers, employees, agents or volunteers.
- The successful Proposer's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the County, its officers, employees, agents or volunteers shall be in excess of the successful Proposer's insurance and shall not contribute with it in any way.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, employees, agents or volunteers.
- The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums, costs or assessments under any form of policy.
- Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled or non-renewed by either the successful Proposer or by the insurer, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
- The successful Proposer's insurers shall have no right of recovery or subrogation against the County.

20.0 LICENSE AND CERTIFICATION

- 20.1 Proposer must be licensed or incorporated to do business in the State of Nevada.
- 20.2 Proposer shall possess all applicable licenses and/or certifications to perform this type of service.
- 20.3 If applicable, Proposer shall possess appropriate city and/or county business licenses.

21.0 VESTED INTEREST

- 21.1 Proposer chosen cannot receive any benefits (directly or indirectly) or be party to other agreements that may emanate from recommendations, contracting actions, and or activities related to this effort.
- 21.2 The only benefit Proposer may derive from this project is payment for the identified work and optional tasks contained herein, including identified deliverables in Proposer's initial RFP response and subsequent written additions to the agreement authorized by Churchill County.

22.0 WARRANTY

22.1 Proposer warrants that the work shall be performed with the degree of skill, care, and judgment customarily accepted as sound quality practice and procedure.

22.2 Proposer further warrants that the work fulfills the requirements and intent of the entire contractual agreement inclusive of Proposer's RFP response.

22.2.1 If work fails to meet the aforementioned criteria and/or is deemed to be inadequate in the judgment of Churchill County, Proposer shall re-perform the work or portion of the work that is unsatisfactory.

22.2.2 Proposer shall be liable for all costs and expenses incurred in the performance of corrective work and services, including travel, per diem, etc.

23.0 ASSIGNMENT

23.1 Any attempt by Proposer to assign or otherwise transfer any interest in this agreement without the prior written consent of Churchill County shall be void.

24.0 ATTORNEY'S FEES

24.1 The parties agree that in the event of a dispute, each party will bear its own costs of litigation and attorney's fees.

25.0 COMPLIANCE WITH LAW

25.1 Proposer shall comply with all applicable federal, state and local statutes, regulations, ordinances, or other legal requirements which apply.

26.0 CONFIDENTIAL TREATMENT OF INFORMATION

26.1 Proposer shall preserve any information obtained, assembled or prepared in connection with the performance of this agreement in strict confidence.

27.0 COVENANT

27.1 Proposer covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement. Further, Proposer covenants to its knowledge and ability that in performance of said services no person having any such interest shall be employed.

28.0 DISPUTE RESOLUTION

28.1 Any controversy or claim arising out of or related to the agreement or the breach thereof shall be settled by arbitration unless Churchill County, at its sole option, rejects arbitration by so notifying Proposer.

- 28.2 If the County rejects arbitration, Proposer shall have thirty (30) days from the date of receipt of rejection to send notice to commence litigation by the service of a summons and complaint upon the County.
- 28.3 Failure to effect service upon the County within said time period shall act as a bar to litigation of the claim, which was the subject of the request for arbitration.
- 28.4 If the matter is arbitrated, Churchill County shall designate whether the rules of the American Arbitration Association or the rules of the Nevada Arbitration Association shall apply. Nevada courts may enter judgment on such awards.
- 28.5 The parties agree that any arbitrator may not award attorney's fees in any case.
- 28.6 Unless specifically stated herein, if there exists any conflict or inconsistency between terms set forth in this proposal, the successful Proposer's response, and any agreement submitted by the successful Proposer, the language in this proposal shall take precedence.
- 29.0 FORCE MAJEURE
- 29.1 Neither party shall be liable for failure or delay in performance under any agreement anticipated by this order in whole or in part to an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, raw materials or supplies, inability to obtain or delay in obtaining governmental approvals, permits, licenses or allocations, and any other causes which are not within such party's reasonable control, whether or not the kind is specifically enumerated above. During any period of Proposer's inability to perform, Churchill County may acquire from others said goods or services without incurring liability to Proposer.
- 30.0 PATENT INDEMNITY
- 30.1 Proposer agrees to indemnify and hold the County harmless from any claim involving patent infringement or copyrights on goods supplied.
- 31.0 PENALTIES
- 31.1 In case of default by Proposer, the County may procure the articles and/or services from other sources and may deduct from any unpaid balance due Proposer or collect against the bond, security, or surety for the amount of excess costs so paid.
- 32.0 INDEMNITY
- 32.1 Proposer agrees to indemnify and hold harmless Churchill County, its officers, employees, agents, and volunteers from and against all liability, claims, demands, and expenses including court costs and attorney's fees on account of any injury, loss, or damage which arises out of the work performed under this agreement if such injury, loss, or damage is due to the negligence of Proposer, any Sub-Proposer of Proposer, or any officer, employee, or agent of Proposer.
- 32.2 Churchill County agrees to indemnify and hold Proposer, its officers, and its employees harmless from and against any and all liability, claims, demands, and expenses including

court costs and attorney's fees on account of any injury, loss, or damage which arises out of the work performed under this agreement, if such injury, loss, or damage is due to the negligence of Churchill County or any officer, employee, or agent of WCSD subject to the provisions of Nevada Revised Statutes (NRS) Chapter 41, including, but not limited to NRS 41.035.

- 32.3 The obligation of this section shall not apply to damages for which Churchill County is/shall become liable by final judgment to pay to a third party as the result of the negligence of Churchill County. Nothing herein shall constitute a waiver by Churchill County of any and all rights and privileges under any governmental immunity act or related statute.

33.0 INTELLECTUAL PROPERTY

- 33.1 Any drawings, written reports or other works made by Proposer shall be considered works for hire and become the property of Churchill County. Any such works shall not be stamped with the Proposer's proprietary markings.

34.0 NO THIRD-PARTY RIGHTS

- 34.1 This agreement is made for the benefit of Churchill County and Proposer, not for any outside party.

35.0 NON-ENDORSEMENT

- 35.1 As a result of the selection of a Proposer to supply services, Churchill County is neither endorsing nor suggesting that the Proposer's service is the best or only solution. Proposer agrees to make no reference to Churchill County in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of Churchill County.

36.0 RECORDS

- 36.1 Records shall be maintained as required by successful Proposer in compliance with applicable municipal, federal or state laws, ordinances, codes, and as prescribed by Churchill County.
- 36.2 At any time during normal business hours when Churchill County deems it necessary, all records shall be made available to Churchill County at a location in Churchill County, Nevada for examination with respect to all matters covered by any subsequent agreement.
- 36.3 Churchill County may audit, examine and/or take excerpts or transcripts from such records including, but not limited to, invoices, materials, payrolls, records of personnel, conditions of employment or any other data as may be pertinent to this RFP.

37.0 SEVERABILITY

- 37.1 If a competent court or arbitrator holds any of the terms, covenants, provisions and agreements contained herein invalid, illegal or unenforceable, this agreement shall be

interpreted as if such invalid terms, covenants, provisions, or agreements were not contained herein and the remaining provisions shall be valid and enforceable.

#### 38.0 EXPENSES

38.1 In the event that Churchill County agrees to pay for any of Proposer's expenses directly related to this work, the following parameters shall apply:

38.1.1 No overhead and/or profit shall be permitted.

38.1.2 Proposer shall only receive reimbursement in amounts that are consistent with applicable travel guidelines established by Churchill County policy, regulations, and procedures for its own employees.

#### 39.0 REJECTION OF PROPOSALS

39.1 Churchill County reserves the right to reject any and all proposals received, or any part thereof. Proposals may be rejected for any of, but not limited to, the following causes:

39.1.1 Proposal lacks signature by an authorized representative of Proposer.

39.1.2 Evidence of collusion among Proposers exists.

39.1.3 Proposer fails to meet terms and conditions as specified in the RFP.

39.1.4 Evidence submitted by Proposer leads Churchill County to believe that Proposer will be unable to carry out the obligations of the agreement and complete the work described.

39.1.5 Churchill County investigation determines that Proposer is not qualified to meet the obligations of the agreement and complete work described.

39.1.6 Cost of services exceeds budgetary constraints.

#### 40.0 REFERENCES

40.1 Churchill County may investigate information supplied by Proposer to determine its accuracy.

40.2 Proposer supplying a reference or customer list gives the County permission to contact firms listed and understand that any information gathered may be used in evaluation of the proposal.

#### 41.0 PROPOSAL NEGOTIATIONS

41.1 Churchill County may open negotiations with responsive Proposers after submission of proposals and prior to award.

41.2 At its sole discretion the County reserves the right to award an agreement without negotiation based upon written proposals.

- 41.3 The County reserves the right to accept any proposal which it deems most favorable to the County and to reject any or all proposals or any portion of any proposal submitted which is not in the County's best interest.

42.0 CONTRACT AWARD GUIDELINES

- 42.1 Churchill County reserves the right to waive any minor informalities or irregularities in proposals and/or agreements in its best interest.
- 42.2 Churchill County reserves the right to award an agreement on the basis of individual scope of work elements, groups of elements or all elements to a single Proposer. Taking into consideration the specified evaluation criteria, Churchill County will select the Proposer whose proposal is most advantageous to the County.
- 42.3 Contractual commitments are contingent upon the availability of funds as evidenced by the Budget document.
- 42.4 All agreements are subject to approval by Churchill County's Legal Counsel and may require approval of the Board of Commissioners prior to execution.
- 42.5 Once awarded, this RFP will be the final expression of agreement (contract) between the parties and may not be altered, changed, or amended except by mutual written approval agreement.
- 42.6 Unless specifically stated herein, if there exists any conflict or inconsistency between terms set forth in this RFP document, the successful Proposer's proposal, and any agreement submitted by the successful Proposer, the language in this RFP document shall take precedence.
- 42.7 Churchill County reserves the right to hold proposals for a period of ninety (90) days from date of opening before awarding or rejecting said proposals.

43.0 BID BOND – NOT REQUIRED FOR RFP 16-001

\*\*\* END OF GENERAL TERMS & CONDITIONS \*\*\*



## SPECIAL TERMS AND CONDITIONS

### 44.0 PERFORMANCE BOND – NOT REQUIRED FOR RFP 16-001

### 45.0 TERM OF AGREEMENT

45.1 It is the intent of Churchill County to award a contract for the term of three (3) years beginning after Board of Commissioners approval for the Fiscal Year Ending June 30<sup>th</sup>, 2017; therefore, the initial term would begin July 1, 2016 and expire on the completion of the audit for fiscal year ending June 30, 2019, with two (2) additional one (1) year renewals, providing the terms, conditions and pricing remain unchanged.

### 46.0 SCOPE OF WORK AND TECHNICAL REQUIREMENTS

48.1 Churchill County is seeking proposals for audit services within its Comptroller's Office to cover fiscal years ending June 30<sup>th</sup> of 2017, 2018, and 2019 with two 1-year optional renewals that could cover Fiscal Year 2020 and Fiscal Year 2021 that shall include year-end reports prepared and submitted in conformance with generally accepted accounting principles (GAAP) and Nevada Revised Statutes (NRS) 354.624.

### 47.0 REPORTING ENTITY

47.1 Churchill County was created by legislation enacted in 1861. The County provides a full range of governmental services including state, and federal grant programs. During fiscal year 2015-16, the County managed one General Fund, thirty-two Special Revenue Funds, one Debt Service Fund, five Capital Project Funds, 7 Enterprise Funds, and 17 Agency funds. The County employed approximately 250 employees. The governing board of the County consists of three members elected by the public for four-year terms. The Board of County Commissioners believe that our mission is to provide basic services to the taxpayers of Churchill County in a cost effective and efficient manner.

47.2 The Board of County Commissioners are ultimately accountable for the fiscal matters of the County. The County Manager is responsible to the Board of County Commissioners for the general operation of the County, including personnel, finance, administration, and all other phases of County operations.

47.3 The Comptroller's Office develops and administers a budgeting system that serves as the primary means by which most of the financing, acquisition, spending and service-delivery activities of the County are controlled. The use of an annual operating budget is prescribed under Chapter 354 of the Nevada Revised Statutes. The budget is approved by the Board of Commissioners through public hearings and is submitted to the Nevada Tax Commission for compliance review.

### 48.0 SCOPE OF SERVICE

#### 48.1 FINANCIAL AUDIT

48.1.1 The requested services are to include an examination of financial statements and a compliance examination in accordance with Office and Management and Budget ("OMB") Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations". Additionally, the services should include reporting on Internal

Controls and Compliance Over Financial Reporting on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards and any other applicable reports deemed necessary by accounting pronouncement.

- 48.1.2 The audit is to be performed in accordance with generally accepted auditing standards applicable to financial audits contained in Governmental Auditing Standards, issued by the Comptroller General of the United States. Further, it is desirable that the independent auditor is knowledgeable with those parts of the Nevada Revised Statutes that affect the operations of Churchill County.
- 48.1.3 The primary purpose of the examination is to express an opinion on the financial statements and that such an examination is subject to the inherent risk that errors or irregularity may not be detected. If conditions are discovered which lead to the belief that material errors, defalcations or other irregularities may exist, or if any other circumstances are encountered that require extended services, the auditor will promptly advise the County. No extended services shall be performed unless authorized in the contractual agreement or in an amendment to the agreement.
- 48.1.4 The independent auditor's report shall contain required findings and must be presented to the Board of County Commissioner's not more than thirty (30) days after the report is submitted.
- 48.1.5 Please go to <http://nvchurchillcounty.civicplus.com/DocumentCenter/View/9180> to see the County's most recent Comprehensive Annual Financial Reports (CAFR). The most recent CAFR dated June 30, 2016 includes the requested services format of both audit opinions and reports from the external auditor.

#### 48.2 COMPLETION TIME

- 50.2.1 A preliminary draft of the audit report shall be provided to the Chief Financial Officer on or before **November 15 of each year**. The independent auditor will participate in an exit conference on the audit report with the Chief Financial Officer and the audit committee.
- 50.2.2 The final report must be presented to the Board of County Commissioners no later than December of the year the audit is issued.

#### 48.3 REQUIRED REPORT

- 50.3.1 The required audit report shall be prepared and submitted in conformance with generally accepted accounting principles and Government Auditing Standards, issued by the Comptroller General of the United States.

#### 48.4 AUDIT REPORT PREPARATION

- 50.4.1 The County will prepare all work papers to the Trial Balance level. The independent auditor will provide the preparation of the financial statements including footnotes, Opinion Letters on firm letterhead, and any other applicable reports required.

#### 48.5 TEN YEAR AUDIT HISTORY

<u>Fiscal Year</u>	<u>Audit Firm</u>	<u>Opinion</u>
2015-16	Eide Bailly	Unmodified
2014-15	Eide Bailly	Unmodified
2013-14	Eide Bailly	Unmodified

2012-13	Kafoury, Armstrong & Company	Unqualified
2011-12	Kafoury, Armstrong & Company	Unqualified
2010-11	Kafoury, Armstrong & Company	Unqualified
2009-10	Kafoury, Armstrong & Company	Unqualified
2008-09	Kafoury, Armstrong & Company	Unqualified
2007-08	Kafoury, Armstrong & Company	Unqualified
2006-07	Kafoury, Armstrong & Company	Unqualified

48.6 DESCRIPTION OF CHURCHILL COUNTY AND RECORDS TO BE AUDITED

48.6.1 COUNTY INFORMATION

50.6.2 FINANCIAL INFORMATION FOR THE YEAR ENDING JUNE 30, 2016

Total Government-wide Net Position		\$ 140,060,325
Total Government-wide Revenues		44,849,764
Total Government-wide Expenses		42,715,373
		<b><u>Expenditures/Expenses</u></b>
<b>MAJOR GOVERNMENTAL FUNDS:</b>		
General Fund		\$ 6,452,396
Road Fund		1,042,345
Special Revenue Funds		16,905,233
Debt Service Fund		531,186
Capital Projects Funds		6,863,723
Enterprise Funds (CC Communications Telephone Fund, CC Communications Broadband Fund, Utility Enterprise Fund and Waste Water Enterprise Fund are Major Funds.)		73,973,851
		\$ 105,768,834

### 48.6.3 MAJOR BANK ACCOUNTS

Wells Fargo: Depository Account

First Independent: Depository Account

Nevada State Pool: Depository Account

### 48.6.4 ADDITIONAL DATA

#### 48.6.4.1

48.6.4.2	Estimated No. of Vendors:	1,000
	Estimated No. of Payroll Checks/Direct Deposits:	6,500
	Estimated No. of Accounts Payable Checks:	5,300
	Estimated No. of Purchasing Card Transactions:	2,000

48.6.4.3 The County is currently using a custom software system. This package includes accounts payable, general ledger, fixed assets, and payroll. This software has been developed by Advanced Data Systems (ADS) of Carson City for the General County. CC Communications maintains a separate software system for their accounting functions.

### 49.0 SUBMITTAL FORMAT REQUIREMENTS

NOTE: RFP should be organized in the following format for ease of evaluation.

49.1 Include a transmittal letter written on Proposer's letterhead with full name, Proposer's legal status (sole proprietor, partnership, corporation or other), address, telephone and fax numbers, and Proposer's email address.

49.2 PUBLIC DISCLOSURE FORM (Section 55.0)  
**PLACE COMPLETED FORM IN FRONT OF PROPOSER'S RESPONSE.**

49.3 PROPOSAL CONTACT/SIGNATURE PERSON FORM (Sections 56.0 – 58.0)  
**PLACE COMPLETED FORM IN FRONT OF PROPOSER'S RESPONSE FOLLOWING PUBLIC DISCLOSURE FORM.**

49.4 Include a complete Table of Contents.

49.5 State whether Proposer's organization is national, regional or local.

49.6 State the location of the office from which Proposer's work would be performed.

49.7 Provide a brief history of the firm, including any supplemental information such as sample of work, etc., which may be of assistance to the evaluation committee in determining the qualifications of the firm and/or individuals responding to RFP.

49.8 Identify each principal of the firm and all key personnel.

- 49.9 Explain in detail the duration and extent of experience with similar counties including name, address and phone number of contact person for each operation.
- 49.10 Identify senior-level principal, who will act as the primary professional assigned to the account, and describe this person's experience and qualifications. Should Proposer need to replace this senior-level principal, Churchill County approval will be required.
- 49.11 Identify staff resources to be made available to Churchill County.
- 49.12 Indicate all costs associated with program implementation and define details on a price schedule.
- 49.13 Describe the approach taken including, but not limited to, how the project will be organized, number and types of staff involved, staff experience and qualifications.
- 49.14 Submit names, addresses, phone numbers, and applicable licenses of all firms, which will provide services in conjunction with the performance of this RFP.
- 49.15 Submit any proposed agreement/contract required to implement these services. Churchill County may elect to execute Proposer's agreement provided Churchill County's standard terms and conditions in this Proposal are incorporated into the final agreement. Unless otherwise identified as such, Churchill County's contract language takes precedence in all cases.
- 49.16 Submittal Forms at Sections 54.0 - 58.0 **must** be submitted with RFP.

502.0 EVALUATION CRITERIA

50.1 An evaluation will be made of the responses and determine the best proposal in accordance with the following evaluation criteria:

- A. Proposer's experience and success in conducting similar work.
- B. Technical approach and Proposer's grasp of project as shown by the depth, breadth, and clarity of proposal.
- C. Adequacy of resources, including personnel, facilities, equipment, financial stability and other related factors.
- D. Overall financial results to Churchill County and financial terms of the Proposal (total cost).
- E. Management and Planning including quality of procedures and organizational structures proposed for completion of the work.
- F. Timeliness of services.
- G. Other related factors.

51.0 PRICE ADJUSTMENT

- 51.1 Pricing provided by the Proposer shall not increase during the initial three (3) year contract period.
- 51.2 After the initial award period of three (3) years, a price adjustment may be authorized. Any price adjustments proposed for additional worked during the contract would need to be approved in advanced by the County or CC Communications prior to the work being performed. Please state the hourly billing rate by staff level experience in your proposal.

\*\*\* END OF SPECIAL TERMS & CONDITIONS \*\*\*

**SUBMITTAL FORMS**

52.0 REFERENCE FORM

Company name:	
Contact person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of service provided:	

Company name:	
Contact person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of service provided:	

Company name:	
Contact person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of service provided:	

Company name:	
Contact person:	
Address:	
Phone:	
Fax #:	
E-mail address:	

Description of service provided:	
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53.0 PUBLIC DISCLOSURE FORM

Firm Name: \_\_\_\_\_

I hereby certify that I understand:

- 53.1 Churchill County employees shall not receive unlawful compensation, commission or personal profit in the course of performing Churchill County duties.
- 53.2 Churchill County positions may not be used for unlawful purposes or personal gain.
- 53.3 I further certify that I have listed all personal relationships and financial interests between the company, company officers, and key employees with current and former Churchill County Board of Commission members and current and former Churchill County authorizing officials. Please complete form below. Additional sheets may be attached if necessary. Write in N/A if non-applicable.

Company/Employee	Position	Date of Hire	District Official / Trustee	Relationship / Interest

53.4 I hereby acknowledge that failure to disclose all facts relative to a conflict or potential conflict of interest with regard to my contract/agreement with Churchill County may result in termination of said contract/agreement.

Signature: \_\_\_\_\_  
Authorized Firm Representative

Title: \_\_\_\_\_ Date: \_\_\_\_\_



54.0 CONTACT INFORMATION

Agency Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax #: \_\_\_\_\_

Agency E-Mail: \_\_\_\_\_

Contact Email: \_\_\_\_\_

55.0 EXCEPTIONS TO THE TERMS, CONDITIONS AND SPECIFICATIONS

Exceptions to the Terms, Conditions and Specifications of this RFP must be noted in the space provided. Failure to note said exceptions shall be interpreted to convey that Proposer shall propose to perform in the manner described and/or specified. If more space is required, please attach additional sheet(s) referencing RFP title and number. **This form must be signed whether or not there are exceptions noted.**

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56.0 PROPOSAL SIGNATURE

By signing this Proposal, I acknowledge the following:

- 56.1 I am an authorized agent for Proposer.
- 56.2 Proposer has read, understands and agrees to the terms and conditions in this RFP and accompanying documents.
- 56.3 Proposer intends to supply the materials and/or services specified herein.
- 56.4 Proposer shall provide, execute, and maintain insurance policies as specified herein.
- 56.5 Proposer shall comply with all federal, state, city, local, county, Churchill County statutes, Other regulations and requirements. Noting specifically your firm is not currently debarred, suspended, as noted within the provisions of section 7.0

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date