

**CAPITAL AREA of TEXAS REGIONAL ADVISORY COUNCIL
REQUEST FOR PROPOSALS
A-133 FINANCIAL AUDIT SERVICES**

SECTION I — GENERAL INSTRUCTIONS AND INFORMATION

1.01 **PURPOSE:** Invitation to submit a proposal for financial audit services for a three year period. It is the intention of the **CAPITAL AREA of TEXAS REGIONAL ADVISORY COUNCIL (CATRAC)** to obtain proposals from and the services of a qualified, certified public accountant with extensive experience in performing financial audit services. Experience in audit services related to grant funding preferred.

1.02 **CONTACT:** Offerors are cautioned that any oral statement by any representative of CATRAC, modifying or changing any conditions of this RFP, is an expression of opinion only and confers no right upon the offeror.

Questions, clarification, or other informational needs regarding this RFP must be received no later than November 30, 2021, at 4pm local time and should be directed to:

Slade Willes
4100 Ed Bluestein Blvd Suite 200
Austin, TX 78721
(512) 926-6184
accounting@catrac.org

1.03 **SUBMISSION:** Sealed proposals shall be received by January 5, 2022, no later than 2:00 p.m.

MARK ENVELOPE: RFP — FINANCIAL AUDIT SERVICES

**RETURN PROPOSALS TO: CATRAC
C/O Audit RFP's
4100 Ed Bluestein Blvd Suite 200
Austin, TX 78721**

Proposals must be submitted as instructed in this packet. Three (3) copies of your proposal shall be placed in a sealed envelope, with each appropriate signature blocks manually signed by a person having the authority to bind the firm in a contract. The proposal number and title must be clearly marked on the outside of the envelope. No elaborate binding or binders, please. Facsimile transmittal shall not be accepted.

1.04 **ACCEPTANCE/REJECTION OF PROPOSALS:** It is understood that CATRAC reserves the right to accept or reject any and/or all proposals as it shall deem to be in the best interest of the Organization. Receipt of any proposal shall under no circumstances obligate CATRAC to accept the lowest proposal. The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in this request for proposals.

1.05 **LATE PROPOSALS:** Proposals received by CATRAC after the submission deadline will not be considered. CATRAC is not responsible for lateness of mail, carrier, etc., and time/date stamped by CATRAC shall be the official time of receipt.

1.06 **ALTERATION OF PROPOSALS:** Any interlineations, alteration, or erasure made before the submission deadline must be initialed by the signer of the proposal, guaranteeing authenticity.

1.07 **WITHDRAWAL OF PROPOSALS:** A proposal may not be withdrawn or cancelled by the offeror for a period of sixty (60) days following the date designated for the receipt of proposal, and offeror so agrees upon submittal of their proposal.

SECTION II — SPECIFIC REQUIREMENTS

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

2.01 **EVALUATION CRITERIA:** CATRAC will evaluate proposals based on a comprehensive set of criteria. The award of the contract will be made to the responsible offeror whose proposal is determined to be the highest evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in this request for proposals. The evaluation criteria will be grouped into the following factors:

- The firm's experience in providing audits of nonprofit agencies, including Regional Advisory Councils, as described in the scope of services.
- Qualifications of staff. The experience and expertise of staff assigned to the audit, to include work related experience, grant experience, education and certification and tenure with the firm.
- References and recommendations from past clients.
- Audit strategy.

2.02 **MINIMUM REQUIREMENTS:** CATRAC ranks audit quality and technical competence high in its expectations.

Negotiations may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award. All offerors will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining a best and final offer.

2.03 **SUBMITTAL:** For proper comparison and evaluation, CATRAC requests that proposals address, at a minimum, the following format.

- A. **Transmittal Letter** – A brief introductory letter of representation. Briefly state your understanding of the work to be performed and make a positive commitment to perform the work within the time period required (Finishing and delivery of Audit DRAFT by August 15, 2021). State the names of persons authorized to make representations for the firm, their titles, addresses, and telephone numbers.
- B. **Executive Summary** – A brief summary highlighting the most important points of the proposal. Describe the scope of the services you are offering. The firm's specific audit approach should be set forth in the proposal and should include an explanation of the proposed audit methodology.
- C. **Peer Review** – Offeror should include a report on the results of the firm's most recent Peer Review as required by the AICPA. The report should state whether the Peer Review included a review of nonprofit audits.
- D. **Degree of Compliance** – A statement that all services within the proposal are in full accord

with the specifications or a brief listing of all those specification sections to which the offeror takes exception.

- E. Proposal Pricing – Summarize the work plan to accomplish the scope defined in the guidelines stated herein and the maximum fee for which the requested work will be done for each fiscal year in the initial term. Also indicate what methods would be used to calculate costs for future optional terms. Include detail of price including the number of staff and staff hours that will be committed to the audit. Cost estimates should be submitted on the Cost Estimate Sheet included in this request for proposal.
- F. Explanations and Exceptions – Include explanations, exceptions, comments, etc., that are necessary, pertaining to the sections and specifications. All comments shall be listed and numbered in the order of the respective article of the specification.
- G. Descriptive Literature – Illustrative or descriptive literature, brochures, specifications, etc., that provide additional offeror/service information with regard to issues addressed in other areas of the offeror’s proposal.
- H. Background Information – This section should include a description of the offeror’s experience with other services similar to the one described herein. At a minimum, include:
 - 1. Briefly describe the firm, location, and range of activities engaged in the practice of public accountancy;
 - 2. Confirm that offerors are certified public accountants presently engaged in the practice of public accountancy;
 - 3. Affirm that offerors are independent;
 - 4. Include information which attests to the offeror’s auditing experience, particularly in auditing nonprofit organization and grants. Specifically, include a reference list of nonprofit audit clients as described below; and,
 - 5. Include the names, qualifications and a brief resume of each individual who will be assigned to the audit for CATRAC. At least one (1) certified public accountant is required. At a minimum resumes should include:
 - a. The amount of experience the individual has in the auditing profession;
 - b. A summary of similar audits on which the individual has worked; and
 - c. A summary of continuing professional education the individual has completed in nonprofit accounting and auditing during the last two (2) years.
- I. References – Offeror shall submit with the proposal a list of at least three (3) references where like services have been performed by their firm. Include name of client, address, telephone number and name of representative. (Vendor Reference Form attached)
- J. Affidavit – Offeror shall complete and submit with the proposal the Bid Proposal Affidavit provided as part of this request for proposal.

2.04 TERM: The initial term of the contract shall be for a three year period from date of award with an option to renew at CATRAC’s discretion.

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

- A. To examine thoroughly the contract documents and other related data identified in the proposal documents.
- B. To consider federal, state and local laws and regulations that may affect costs, progress,

performance or furnishing of the work.

- C. To study and carefully correlate offeror's knowledge and observations with the contract documents and such other related data.
- D. To promptly notify CATRAC of all conflicts, errors, ambiguities, or discrepancies which offeror has discovered in or between the contract documents and such other related documents.

SECTION III — SCOPE OF SERVICES

3.00 NATURE OF SERVICES REQUIRED

- A. Fiscal year financial audit of CATRAC. The examination shall include the general-purpose financial statements and schedule of Federal Financial Assistance of CATRAC. The auditor's opinion must cover the full scope of the Financial Statement and the schedule of Federal Financial Assistance.
- B. The audit should be made in accordance with:
 - 1. Generally accepted auditing standards established by the American Institute of Certified Public Accountants.
 - 2. The AICPA Industry Audit Guide, Audits of State and Local Governmental Units.
- C. State and Federal Grant Single Audit in conformance with OMB Circular A-133.
- D. The audit must be completed in time to meet contract submission deadlines as established by **04/01/2022**. Issuance of a draft financial statement to CATRAC on or before **08/15/2022**.

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

3.02 ADDITIONAL INFORMATION

- A. The majority of the fieldwork for CATRAC's independent audit will be conducted remotely with electronic communication between CATRAC staff and the "Audit Staff". The Finance Manager will coordinate the audit for CATRAC. Records and documents to be audited are located at the CATRAC offices in Austin, TX.
- B. A single audit of grants must be performed in conjunction with the financial audit.
- C. Prior year audit reports and management letters are on file for review upon request in CATRAC Finance Manager's office at 4100 Ed Bluestein Blvd. Suite 200, Austin, TX 78721.

SECTION IV — GENERAL CONTRACT TERMS AND CONDITIONS

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

4.01 **CONFLICT OF INTEREST:** No Officer, Committee Chair, Director or employee shall have

any interest in this contract.

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

4.03 ADDENDA: Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be issued by the CATRAC Finance Manager. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. Offeror shall acknowledge receipt of all addenda.

4.04 CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by CATRAC. .

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

4.06 VENUE: This agreement will be governed and construed according to the laws of State of Texas. This agreement is performable in Austin, Travis County.

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

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

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

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

4.09 INDEMNIFICATION: Successful offeror shall defend, indemnify and save harmless CATRAC and all its officers, agents and employees from all 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 on account of any negligent act or fault of the successful offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful offeror shall pay any judgment with cost which may be obtained against CATRAC growing out of such injury or damages.

4.10 SALES TAX: CATRAC is a 501(c) (3) corporation and is exempt from State Sales Tax and Federal Excise Tax; therefore, the proposal price shall not include taxes.

4.11 PATENTS AND/OR COPYRIGHTS: The successful offeror agrees to protect CATRAC

from claims involving infringements of patents and/or copyrights.

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

1. Meet delivery or completion schedules, or
2. Otherwise perform in accordance with the accepted proposal.

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

Either party may terminate this contract for any reason, with thirty (30) day written notice. Written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address on the affidavit for the offeror or to the CATRAC Finance Manager, 4100 Ed Bluestein Suite 200 Austin, Texas 78721.

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

4.14 **INVOICES:** Invoices shall be mailed directly to:

CATRAC
ATTN: Accounting
4100 Ed Bluestein Blvd. Suite 200
Austin, TX 78721

Or sent Electronically to: accounting@catrac.org

The invoices shall show:

1. Accounting firm name and address;
2. Detailed breakdown of all charges for the services delivered, stating the applicable period of time.

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

4.15 **PAYMENT:** Payment will be made upon receipt and acceptance by CATRAC of all completed services and/or product ordered and receipt of a valid invoice. Successful offeror is required to pay subcontractors within ten (10) days.

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

CATRAC, TEXAS
REQUEST FOR PROPOSALS NO. 2021-A-001
FINANCIAL AUDIT SERVICES

COST ESTIMATE SHEET

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL

OFFEROR: _____

Maximum Fee: Fiscal Year ending August 15, 2022 _____
 Fiscal Year ending August 15, 2023 _____
 Fiscal Year ending August 15, 2024 _____

Include detail of price including the number of staff and staff hours that will be committed to the audit.

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

VENDOR REFERENCES

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

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL

REFERENCE ONE

Non Profit/Company Name:

Address: _____

Contact Person and Title:

Phone: _____ Fax: _____

Contract Period: _____

Scope of Work:

REFERENCE TWO

Non Profit/Company Name:

Address: _____

Contact Person and Title:

Phone: _____ Fax: _____

Contract Period: _____

Scope of Work:

REFERENCE THREE

Non Profit/Company Name:

Address: _____

Contact Person and Title:

Phone: _____ Fax: _____

Contract Period: _____

Scope of Work:

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