



BRAZOS COUNTY
REQUEST FOR BUDGET AMENDMENT

**Budget
Amendment
Number**

Budget Amendment Number

34.01

Agenda Date

6/10/2025

Fiscal Year

October 1 - September 30 2025

Requesting Department

BUDGET OFFICE

Requestors Name

Nina Payne

DECREASE EXPENDITURE(S):

45000 Capital Improvement Fun

From: Fund Number

DECREASE EXPENDITURE(S):

63140001 Information Technolog

From: Division Name

DECREASE EXPENDITURE(S):

80286000 Equipment - Other

From: Account Number

From: Amount

\$

19,153.86

AMOUNT OF DECREASE

Total

\$ 19,153.86

TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):

1000 General Fund

To: Fund Number

INCREASE EXPENDITURE(S):

14000006 Information Technolog

To: Division Name

INCREASE EXPENDITURE(S):

65150000 Computer Maintenanc

To: Account Number

To: Amount

\$

19,153.86

AMOUNT OF INCREASE

Total

\$ 19,153.86

TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclassify budget to proper accounts:

Reallocation of funds to the correct account for the UPS Refurbish Project. Items do not meet the criteria to be a capital asset. (CIP 25-535, PO 250002165)

File and Documentation

File Upload

Upload

Flair Data Systems - 250002165 - RITM38369 - CIP #25-535 UPS

2.67MB

Refurbish - Battery Replacement.pdf

Signature

Initiator

Mina Payne

Department (?)

BUDGET OFFICE

Signature

Elected Official/Dept Head

Mina Payne

Comments

Elected Official/Dept Head Comments

Signature

Budget Officer Signature

Spencer A Mays

Budget Officer Comments

CC Approval Oracle Posted

Sign

Completion Date

Date will be captured on form submission

Comments

Commissioners Court Decision Comments

Purchase Order 250002165

Line	Item	Quantity	UOM	Unit Price	Extended Price
				Total	\$19,153.86

BRAZOS COUNTY IS EXEMPT FROM SALES TAX

Terms & Conditions are applicable to all purchases and can be found on www.brazoscountytexas.gov under Departments, then Purchasing.



Requisition 000025354 (19,153.86 USD)

Report Date 1/27/25 5:01 PM CST
Page 1 of 2

Requisitioning BU Brazos County
Entered By Adams, Amanda
Status Incomplete
Description CIP #25-535 FY25 - 145 UPS
 Refurbish - Battery
 Replacement
Emergency Requisition No

Requisition Amount 19,153.86 USD
Approval Amount 19,153.86 USD
Procurement Card Justification
Funds Status Not reserved

Attachments

Title	File Name or URL	Description
Quote-Brazos County - BattRep	Quote-Brazos County - BattRep - 2025.xls	Quote

Lines

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
1		Eaton 9355-20-30, VRLA Sealed, 6 P-106000220, Corrective Labor Coverage extended from 1 to 2-yrs Part # BL07CAXX	Equipment & I.T. Enhancement	2	Each	408.00 USD	816.00	Incomplete	Not reserved

Requester Adams, Amanda
Urgent No
Requested Delivery Date 1/27/2025
Deliver-to Location Type Internal
Deliver-to Location Information Technology
Deliver-to Address 205 East 27th Street
 BRYAN, TEXAS 77803
 Brazos
 UNITED STATES
Destination Type Expense

Supplier Flair Data Systems
New Supplier No
Supplier Site MAIN-PURCH
Supplier Contact Jeff Bitting
Contact Phone
Supplier Item

Note to Supplier RITM38369
 Quote # 465784-2
 Contact: Renee Hassell
 Contract # DIR-CPO-5397
 Battery replacement for 2 UPS
 S/N: BL163KXX05 & EY422KXX19
 CIP #25-535 - Project 145 UPS
 Refurbish

Subinventory Note to Buyer

Note to Receiver

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	01000-99999900-99999999-00000-0000	1/27/2025	100	2	816.00	Not reserved

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
2		Battery	Equipment	2	Each	9,168.9	18,337.86	Incomplete	Not



Requisition 000025354 (19,153.86 USD)

Report Date 1/27/25 5:01 PM CST
Page 2 of 2

Replacement - 6x & I.T. 3 USD reserved
P-106000220 Enhancem
Battery ent
Replacement kit
including
installation
Part # P-
106000220

Requester Adams, Amanda
Urgent No
Requested Delivery Date 1/27/2025
Deliver-to Location Type Internal
Deliver-to Location Information Technology
Deliver-to Address 205 East 27th Street
BRYAN, TEXAS 77803
Brazos
UNITED STATES
Destination Type Expense
Subinventory
Note to Buyer

Supplier Flair Data Systems
New Supplier No
Supplier Site MAIN-PURCH
Supplier Contact Jeff Bitting
Contact Phone
Supplier Item

Note to Supplier
Note to Receiver

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	01000-99999900-99999999-00000-000000	1/27/2025	100	2	18,337.86	Not reserved

End of Report



Renee Hassell
 Flair Data Systems
 214.445.3503
rhassell@flairdata.com

Property of Flair Data Systems - Confidential: Not for Duplication or Disclosure

Quote Number: Montano1.23
 Prepared for: Brazos County
 Date: 1.23.25

Valid For: 10 days
 Service Level:
 Shipping & Tax: Not Included
 Contract Number:

SIGNED: _____

Total:

\$19,153.87

DESCRIPTION:

Site	Part	Description	Serial Number	Begin Date	End Date	Annual Price	ProRate	Extended Price
------	------	-------------	---------------	------------	----------	--------------	---------	----------------

DIR-CPO-5397

Quantity 1, Eaton 9355-20-30, VRLA Sealed, 6

Quote: 465784-2

(BL07CAXX)		P-106000220, Corrective Labor Coverage extended from 1 to 2-yrs • N/A Response Time • EOSL Status Active				\$480.00	\$480.00	\$408.00
(P-106000220)		Battery Replacement Items • 6x P-106000220 Battery Replacement kit, incl. 5x8 installation, dock-to-dock freight, EPA removal/disposal				\$10,786.98	\$10,786.98	\$9,168.93

Site Location	Model	Serial	Quantity
Electrical Room	9355-20-30	BL163KXX05	1

Quantity 1, Eaton 9355-20-30, VRLA Sealed, 6

Quote: 465778-2

(BL07CAXX)		(P-106000220, Corrective Labor Coverage extended from 1 to 2-yrs • N/A Response Time • EOSL Status Active				\$480.00	\$480.00	\$408.00
(P-106000220)		Battery Replacement Items • 6x P-106000220 Battery Replacement kit, incl. 5x8 installation, dock-to-dock freight, EPA removal/disposal				\$10,786.98	\$10,786.98	\$9,168.93

Site Location	Model	Serial	Quantity
Electrical Room	9355-20-30	EY422KXX19	1



BRAZOS COUNTY
REQUEST FOR BUDGET AMENDMENT

**Budget
Amendment
Number**

Budget Amendment Number

34.02

Agenda Date

6/10/2025

Fiscal Year

October 1 - September 30 2025

Requesting Department

BUDGET OFFICE

Requestors Name

Nina Payne

DECREASE EXPENDITURE(S):

45000 Capital Improvement Fun

From: Fund Number

DECREASE EXPENDITURE(S):

63365001 Brazos Center - Capit

From: Division Name

DECREASE EXPENDITURE(S):

80380000 Improvements - Non E

From: Account Number

From: Amount

\$

850.00

AMOUNT OF DECREASE

Total

\$ 850.00

TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):

45000 Capital Improvement Fun

To: Fund Number

INCREASE EXPENDITURE(S):

63112101 Elections Administrat

To: Division Name

INCREASE EXPENDITURE(S):

80281000 Equipment - Electroni

To: Account Number

To: Amount

\$

850.00

AMOUNT OF INCREASE

Total

\$ 850.00

TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclassify budget to proper accounts:

Reallocation of funds to the correct account to purchase a replacement scanner. This capital project was approved for \$5,800, but quote for the scanner came in at \$6,650.

File and Documentation

File Upload

Upload

Brazos County Elections Office - TX - 8 20 2024_V1.pdf

92.81KB

Signature

Initiator

Nina Payne

Department (?)

BUDGET OFFICE



Signature

Elected Official/Dept Head

Nina Payne

Comments

Elected Official/Dept Head Comments

Signature

Budget Officer Signature

Spencer A Mays

Budget Officer Comments

CC Approval Oracle Posted

Sign

Completion Date

Date will be captured on form submission

Comments

Commissioners Court Decision Comments



Contact Name	Trudy Hancock	Address	4800 Sugar Grove Blvd, Suite 200 Stafford, TX 77477 USA
Account Name	Brazos County Elections Office - TX	Mobile	+1 7134198063
Mailing Address	300 E William J Bryan Parkway Bryan, TX 77803 USA	Phone	(832) 987-7999
Phone	(979) 361-5775	Email	dsturgen@neuralog.com
Email	thancock@brazoscountytexas.gov		
Created Date	8/20/2024	Expiration Date	9/27/2024
Quote Number	00010178		

The following is a quote/order form for the products you requested. Please contact me if you have any further questions.

The option(s) we discussed have been quoted and represent the best value for you and your company.

To order please either provide a PO or fill in the next page of this document and return via email or by fax at 281-240-2526. To avoid delays, please confirm the "Ship To" and "Bill To" information. If you wish to purchase by credit card then please complete the credit card details, otherwise you will be sent an invoice when your product(s) ship(s).

You can complete your computer information now, or upon receipt of your order. The computer information does not apply to log printers or log scanners.

Thank you for your interest. We look forward to doing business with you.

Sincerely,

Debbi Sturgen
Senior Sales Account Manager
dsturgen@neuralog.com.

Terms: Prices are quoted in US Dollars and are subject to change at the sole discretion of Neuralog. Prices include shipping and handling fees inside the Continental US. After an order has been placed and products shipped any cancelled order will be subject to a 15% restocking fee. Applicable taxes will be added for the state of California at the time of invoicing.

All orders **must** comply with US Trade Regulations and **must** state client Name, Address, Phone, and Email Address.

All Neuralog, L.P. software is covered by the License Agreement, available separately.

Terms are quoted **Net 30** days, pending credit approval. Late payment may incur late payment fees. Pre-payment may be required for training, reinstatements, repairs and short term leases.



The following product(s) is/are being purchased for use by myself or my organization at the location below and is/are not for export to another country. The undersigned hereby agrees to pay and abide by all prices and terms stated above and authorizes Neuralog to perform a credit check:

Signed: _____ Date: _____

Printed: _____ PO #: _____

Complete your computer information now or upon receipt of your order. Not required for NeuraScanner or Log Printer only purchases.

Complete the following if purchasing a PC Software License.

PC Physical Ethernet Address (MAC Address): _____ (eg:00-0B-4F-4C-02-33)

Complete the following if purchasing a Floating Network License:

Hostname: _____ Physical Ethernet Address or Unix Host ID: _____

Bill To Name Brazos County Elections Office - TX
Bill To 300 E William J Bryan Parkway
Bryan, TX 77803
USA

Ship To Name Brazos County Elections Office - TX
Ship To 300 E William J Bryan Parkway
Bryan, TX 77803
USA

Ship to (End User) (Corrections):

Company: _____

User: _____

Address: _____

City: _____ State: _____ Country: _____ Zip: _____

Phone: _____ Email: _____

Bill to (Corrections):

Company: _____

Attention: _____

Address: _____

City: _____ State: _____ Country: _____ Zip: _____

Phone: _____ Email: _____

Credit Card Details: (If purchasing by credit card)

Circle Type of Credit Card: Amex MasterCard Visa

Credit Card Number: _____

Name as it Appears on Card: _____

Billing Address: _____

City: _____ State: _____ Country: _____ Zip: _____

Expiration Date: _____ Security Code _____



Product Code	Product	Line Item Description	List Price	Sales Price	Discount Percent	Quantity	Total Price
HW-NSCAN2-1	NeuraScanner	NeuraScanner II. Continuous Length 12" Color Scanner, 5" per second (Inc. NeuraView SE)	\$8,000.00	\$6,500.00	18.75	1.00	\$6,500.00
MT-NSCAN-G	NeuraScanner Gold Extended Annual Warranty	NeuraScanner Gold Extended Warranty no Hot Swap	\$990.00	\$0.00	100.00	1.00	\$0.00
SW-VIEWSE-PC	NeuraView SE	NeuraView SE - Scanner Edition (included with NeuraScanner)	\$0.00	\$0.00		1.00	\$0.00

Total Price	\$6,500.00
Shipping and Handling	\$150.00
Grand Total	\$6,650.00



BRAZOS COUNTY
REQUEST FOR BUDGET AMENDMENT

**Budget
Amendment
Number**

Budget Amendment Number

34.03

Agenda Date

6/10/2025

Fiscal Year

October 1 - September 30 2025

Requesting Department

BUDGET OFFICE

Requestors Name

Nina Payne

DECREASE EXPENDITURE(S):

1000 General Fund

From: Fund Number

DECREASE EXPENDITURE(S):

11001500 Contingency

From: Division Name

DECREASE EXPENDITURE(S):

61130000 Contingency

From: Account Number

From: Amount

\$

36,800.00

AMOUNT OF DECREASE

Total

\$ 36,800.00

TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):

1000 General Fund

To: Fund Number

INCREASE EXPENDITURE(S):

11050000 Court Support - Guarc

To: Division Name

INCREASE EXPENDITURE(S):

72090000 Auditor - External

To: Account Number

To: Amount

\$

36,800.00

AMOUNT OF INCREASE

Total

\$ 36,800.00

TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclassify budget to proper accounts:

Reallocation of funds to the correct account to cover the cost for independent auditor services for guardianship cases. Contract was approved on February 25, 2025, with Thompson, Derrig & Craig, P.C.

File and Documentation

File Upload

Upload

2025-02-25 Contract #25-080 Independent Auditor for Guardianship
Services.pdf

942.26KB

Signature

Initiator

Mina Payne

Department (?)

BUDGET OFFICE



Signature

Elected Official/Dept Head

Mina Payne

Comments

Elected Official/Dept Head Comments

Signature

Budget Officer Signature

Spencer A Mays

Budget Officer Comments

CC Approval Oracle Posted

Sign

Completion Date

Date will be captured on form submission

Comments

Commissioners Court Decision Comments

**BRAZOS COUNTY GUARDIANSHIP
AUDIT SERVICES CONTRACT**

This Contract is between the Brazos County, Texas, (“the County”) and Thompson, Derrig & Craig, P.C. (the “Firm”), whereby the Firm agrees to provide the County with certain professional services as described herein and the County agrees to pay the Firm for those services.

**ARTICLE I
Scope of Services**

1.01 In consideration of the compensation stated in paragraph 3.01, the Firm agrees to provide the County with the professional services as described in Exhibit "A", (“Request for Qualifications 25-080”, otherwise known as “Scope of Services”) and Exhibit “B” (Contractors submitted “Statement of Qualifications”), are hereby incorporated herein for all purposes, and which services may be more generally described as follows: Brazos County Guardianship Audits (“Project”).

**ARTICLE II
Term**

2.01 The terms of the resulting contract shall be from February 25, 2025 through February 25, 2027. The term of this contract will consist of two (2) years with the option of three (3) additional years if agreed upon by both parties.

**ARTICLE III
Payment**

3.01 In consideration of the Firm’s provision of the Auditing Services in compliance with all terms and conditions of this contract, the County shall pay the Firm according to the terms set forth in Exhibit "C".

**ARTICLE IV
Performance and Costs**

4.01 The Firm shall exercise a degree of care and diligence in the performance of all services under this Contract in accordance with the professional standards prevailing among Firms (skilled in auditing projects of similar scope) in the location in which the Firm practices or Brazos County, Texas, whichever area displays the higher standard. All Auditing Services shall be performed as expeditiously as is consistent with said standards and the orderly progress of the work.

4.02 The Firm's Services consist of all the services required to be performed by the Firm, Firm employees, and Firm consultants under the terms of this Contract. Such services include other services that are normally or customarily furnished and reasonably necessary for the Project. The Firm shall contract and employ, at Firm's expense, consultants necessary for the Project, and such consultants shall be licensed as required by the State of Texas and approved in writing by the COUNTY.

4.03 The Firm shall designate a principal of the firm, acceptable to the COUNTY, who shall remain in charge of Auditing Services through completion of the Project and be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing by the COUNTY, prior to replacement.

4.04 The Firm shall be responsible for the coordination of all resulting documents on the Project. The Firm shall also be responsible for the completeness and accuracy of the resulting documents of this Project, for their compliance with all applicable codes, ordinances, regulations, laws and statutes.

4.05 a. To initiate work, the County will forward the filed document in need of review, a general description of the requested work and a timeframe for completion.

b. The Firm will reply with a Pricing Proposal that includes the hours or units required to complete the work, considering the unit prices in "Exhibit C". The firm will also specify the scope of review being used for the review and the anticipated timeframe for completion.

c. Prior to the issuance of a Purchase Order, the Pricing Proposal must be signed by the Judge in the County Court at Law for which the work is to be performed.

d. Proposals less than three thousand dollars (\$3,000.00) may be approved by the Judge of the assigned court. In the event the pricing proposal exceeds three thousand dollars (\$3,000.00) the proposal will require the approval of the Commissioners' Court.

e. Once approved, the County will issue a Purchase Order with the attached Scope and Pricing Proposal. Issuance of the Purchase Order to the Firm will constitute a release to begin work on the specified project.

ARTICLE V Warranty, Indemnification & Release

5.01 As an experienced and qualified Firm, the Firm warrants that the information provided by the Firm reflects high professional and industry standards, procedures, and

performances. The Firm warrants the preparation of documents, the selection and supervision of personnel, and the performance of other services under this Contract, pursuant to a high standard of performance in the profession. The Firm warrants that it will exercise diligence and due care and perform in a good and professional manner all of the services pursuant to this Contract. Approval of the COUNTY shall not constitute, or be deemed, a release of the responsibility and liability of the Firm, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their documents, nor shall the COUNTY's approval be deemed to be the assumption of responsibility by the COUNTY for any defect or error in the aforesaid documents prepared by the Firm or the Firm's employees, associates, agents, and subcontractors.

5.02 The Firm shall promptly correct any inaccurate documents furnished by the Firm at no cost to the COUNTY. The COUNTY's approval, acceptance, use of, or payment for, all or any part of the Firm's services hereunder or of the Project itself shall in no way alter the Firm's obligations or the COUNTY's rights hereunder.

5.03 In all activities or services performed hereunder, the Firm shall be deemed an independent contractor, and not an agent or employee of the COUNTY. The Firm and his or her employees are not the agents, servants, or employees of the COUNTY. As an independent contractor, the Firm shall be responsible for the Auditing Services and the final work product contemplated under this contract. Except for materials furnished by the COUNTY, the Firm shall supply all materials, equipment, and labor required for the professional services to be provided under this contract.

5.04 The Firm must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of his or her employees for the project.

5.05 Indemnity/Comparative Negligence: The Firm shall indemnify the COUNTY only to the extent of the liability that was caused by the Firm. To the fullest extent by law, the Firm agrees to and shall indemnify, hold harmless, and defend the COUNTY, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability, of every kind including all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, for damages to any property, or for any breach of contract, arising out of or in connection with the work done by the Firm under this Contract, provided and only to the extent that any such claim, loss, damage, cause of action, suit, or liability is caused in whole or in part by an act or omission of the Firm.

ARTICLE VI
Insurance

6.01 The Firm shall procure and maintain required insurance at his or her sole cost and expenses for the duration of this agreement, as required by "Exhibit A", with negotiated approval of the following:

6.01.01 Commercial General Liability: Excess Liability Umbrella Policy in the amount of not less than \$1,000,000.00 will be provided at the Contractors' expense.

6.01.02 Automotive Liability: "Hired and Non-Owned" auto endorsement on General Liability policy is acceptable but needs to be submitted since not on Certificate of Insurance.

6.01.03 Automotive Liability: Accepted "A – (Excellent) or better rating" instead of the "A:VIII or better rating in accordance with the current Best Key Rating Guide".

ARTICLE VII
Use of Documents

7.01 The receipts, reports, and other documents prepared by the Firm for this project shall become the property of the COUNTY whether or not the project is completed. The COUNTY shall be furnished and permitted to retain reproducible copies and electronic versions of Firm's resulting documents.

7.02 In the event of termination of this agreement for any reason, the COUNTY shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

ARTICLE VIII
Termination

8.01 The COUNTY may terminate the Firm at any time upon **thirty (30)** calendar days written notice. Upon the Firm's receipt of such notice, the Firm shall cease work immediately. The Firm shall be compensated for the services satisfactorily performed prior to the termination date.

8.02 If, through any cause, the Firm fails to fulfill his or her obligations under this Contract, or if the Firm violates any of the agreements of this Contract, the COUNTY has the right to terminate this Contract by giving the Firm **ten (10)** calendar days written notice

to the Firm. The Firm will be compensated for the services satisfactorily performed before the termination date.

8.03 No term or provision of this Contract shall be construed to relieve the Firm of liability to the COUNTY for damages sustained by the COUNTY because of any breach of contract and/or negligence of the Firm.

**ARTICLE IX
Miscellaneous Terms**

9.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

9.02 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

Brazos County
ATTN: Auditors
PO Box 914
Bryan, TX 77806

Firm: Thompson, Derrig & Craig, P.C.
1598 Copperfield Parkway
College Station, TX 77845

9.03 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

9.04 This Contract represents the entire and integrated agreement between the COUNTY and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

9.05 This Contract and all rights and obligations contained herein, may not be assigned by the Firm without the prior written approval of the COUNTY.

9.06 If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

9.07 The Firm and his or her employees must comply with all applicable federal and state laws and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Firm must obtain all necessary permits and licenses required.

9.08 The Firm acknowledges that he or she has read, understood, and intend to be bound by the terms and conditions of this Contract.


9.09 This contract will be effective when signed by the Firm and approved and signed by Commissioners' Court.

9.10 Notice of Indemnification. COUNTY and Firm hereby acknowledge and agree that this contract contains certain indemnification obligations and covenants

Approved by:

Thompson, Derrig & Craig, P.C.


Name: R. Logan Kendrick

Signature: 

Date: 2/17/25

Approved by:

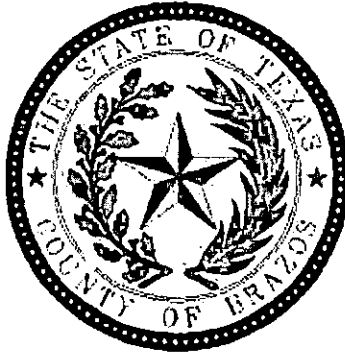
Brazos County

Name: 

Signature: 

Date: 2/25/25

Exhibit "A"
Request for Qualifications



REQUEST FOR QUALIFICATIONS

RFQ NO. 25-080

INDEPENDENT AUDITOR SERVICES FOR GUARDIANSHIP

SEALED STATEMENTS OF QUALIFICATION TO BE
SUBMITTED BEFORE:

Tuesday, January 7, 2025, 2:00pm CST

TO THE:
BRAZOS COUNTY
PURCHASING DEPARTMENT
200 S. Texas Ave. Suite 352
Bryan, TX 77803
Phone: (979) 361-4290
Fax: (979) 361-4293

Respondents, their employees and/or representatives are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, regarding this solicitation from the issuing date of the solicitation until scheduled oral presentations or the date the Brazos County Commissioners Court meets to consider award of the Request for Qualifications (RFQ). Any such contact will be grounds for rejection of the respondent's proposal.

In compliance with this solicitation, the undersigned respondent having examined the solicitation and specifications and being familiar with the conditions to be met, hereby submits the following RFQ for furnishing the services listed on the attached bid form and agrees to deliver said items at the locations and for the prices set forth on the bid form.

Company Name: Thompson, Derrig & Craig, PC
By (Print): Logan Kendrick Title: Partner - Audit
Physical Address: 1598 Copperfield Parkway College Station, TX 77845
Mailing Address: "
Telephone: 979-260-9696 Fax: _____ E-Mail: logan@fdc.cpa

INDEPENDENT AUDITOR SERVICES FOR GUARDIANSHIP
Request for Qualifications # 25-080

BRAZOS COUNTY PURCHASING OFFICE

Brazos County Administration Building
200 South Texas Ave., Ste. 352
Bryan, Texas 77803
Telephone (979) 361-4292

RFQ No. 25-080
Page 2 of 19 pages

Statements of Qualifications (SOQ) will be received, publicly opened, and acknowledged at **2:00 P.M., Tuesday, January 7, 2024**, in the Brazos County Purchasing Department, Suite 352, Brazos County Administration Building, 200 South Texas Ave., Bryan, Texas.

Release of RFQ	Tuesday, November 26, 2024
Advertisement Dates	Tuesday, November 26, 2024 Tuesday, December 3, 2024
Deadline for Questions	Thursday, January 2, 2025 at 5:00 PM CST
Proposal Submission Deadline	Tuesday, January 7, 2025 at 2:00 PM CST
Review/Contract Evaluations/Negotiations	January
Anticipated Award	January

A. INTRODUCTION

Brazos County is requesting Statements of Qualifications (SOQ) to identify a qualified public account firm, or an individual with a background in accounting or bookkeeping, to audit our third party guardianship services for three (3) continuous fiscal years ending September 30, 2024, September 30, 2025, and September 30, 2026 with the option of audition two (2) additional fiscal years if agreed upon by both parties.

Brazos County requests SOQ in accordance with the instructions in this document. Proposals must be good for a period of not less than 120 days. It is understood that Brazos County Commissioner’s Court reserves the right to arrive at such determination by whatever means deemed appropriate and shall be the sole judge in this manner.

All parts of the RFQ process are negotiable and will be negotiated during the contract phase before award. Please provide any part that you would like to negotiate in your SOQ for consideration. If we can not come up with a solution for both the firm or individual and the County, we will stop negotiations and go to the next qualified firm or individual.

B. PROCUREMENT DELIVERY

Brazos County will follow the Texas Local Government Code, Chapter 2254 for this RFQ process. The proposals will be opened on the date and time mentioned above and only the names of the proposers will be read aloud. The proposals will be distributed to the evaluation committee and this committee will evaluate each proposal according to the criteria set forth in this RFQ.

C. SUMMARY OF WORK

The selected firm will review all documents required to be filed by guardians of the estates of incapacitated adults and trustees including bonds, inventories, accountings, expenditures,

attorneys' fees, trustees' fees, sales, final accountings, and attorney regarding necessary corrections and forwards documents to Judge for final review and potential approval. Monitors database of over 250 guardianships of the estate and management trusts to ensure the solvency of the guardians' bonds and compliance with inventory and annual accounting deadlines. Reviews applications to sell minor's interest in property for compliance with Texas law. Assists in supervising guardians of estates to prevent damage or loss to the estates of wards under guardianship and trustees to prevent damage or loss to trusts. Assists the Court by auditing annual accountings, and all other requests to expend and manage the estate's assets in dependent estate administrations. Reviews probate and guardianship filings and transfers to appropriate personnel. Reviews statutes as needed.

D. CONDITIONS OF RFQ

The following instructions apply to all Requests for Qualifications (RFQ) and become a part of terms and conditions of any bid submitted to the Brazos County Purchasing Department, unless otherwise specified elsewhere in this RFQ. All Contractors are required to be informed of these Terms and Conditions and will be held responsible for having done so:

1. Definitions: In order to simplify the language throughout this proposal, the following definitions shall apply:
 - a. **BRAZOS COUNTY** - Same as County.
 - b. **COMMISSIONERS' COURT** - The elected officials of Brazos County, Texas given the authority to exercise such powers and jurisdiction of all county business as conferred by the State Constitution and Laws.
 - c. **CONTRACT** - An agreement between the County and a Vendor to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.
 - d. **CONTRACTOR** - The successful Contractor(s) of this proposal request.
 - e. **COUNTY** - The government of Brazos County, Texas and its authorized representatives.
 - f. **SUB-CONTRACTOR** - Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this proposal request.
 - g. **SUPPLIER** - Same as Contractor
2. Brazos County is seeking to contract with a competent accounting firm, registered to practice in the State of Texas.
3. Upon acceptance and approval by the Commissioners' Court, this proposal will be made part of the contract between Brazos County and the successful Contractor for the period designated.
4. **Proposals must be received by the Purchasing Department prior to the time and date specified.**
5. The County reserves the right to accept or reject in part or in whole, any proposals submitted, and to waive any technicalities for the best interest of the County.

6. Brazos County shall not be responsible for any verbal communication between any employee of the County and any potential Contractor. Only written specifications and written price quotations will be considered.
7. Brazos County reserves the right to reject any proposals that do not fully respond to each specified item.
8. Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner to continue the contract with its present provisions and prices. This contract is nontransferable and non-assignable by either party.
9. The County may cancel this contract at any time for any reason, provided a thirty- day written notice is given.
10. Acceptance of work provided shall be made by the County at the sole discretion of the Commissioner's Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to the County of any and all documentation as may be required.
11. Title and Risk of Loss of the goods shall not pass to Brazos County until the County actually accepts and takes possession of the goods at the point or points of delivery.
12. This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
13. No proposal may be withdrawn after opening time without acceptable reason and with the approval of Commissioner's Court.
14. Proposals will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will a proposal be considered if submitted to any other person or department other than specifically instructed.
15. All proposals shall be submitted in accordance with the instructions contained herein. Brazos County will not be liable for any information received through other websites or sources of information. It is the sole responsibility of the vendor to verify the accuracy of information received from sources other than Brazos County. It is recommended that the vendor check the Brazos Valley e-Marketplace (<https://brazosbid.ionwave.net>) for addenda prior to submitting their proposal.
16. There is no expressed or implied obligation for Brazos County to reimburse responding service providers for any expenses incurred in preparing proposals in response to this request.
17. **Proposals must show full company name, mailing address and telephone number and be manually signed by an authorized sales or quotation representative of the Contractor. Company name and authorized signature shall appear in each space provided. The Contractor must include Employer Identification Number or Social Security Number and signature for the proposal to be valid**

18. Proposals must specify the number of consecutive calendar days required to reach substantial completion of the project under normal conditions. Failure to specify completion time or failure to comply with completion time will be considered reason enough to cancel the contract.
19. It is our policy not to furnish proposal results over the phone. Proposal results and tabulation sheets will be posted on Brazos County website after it is awarded by Commissioners Court.
20. This Proposal will be made part of any resulting contract the County may enter into. The terms and conditions of the County contained in this RFQ or the plans for this RFQ shall supersede those of the vendor in the event of a conflict.
21. If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
22. No oral statements of any person shall modify or otherwise change or affect the terms, conditions or specifications. All change orders to this agreement shall be made in writing and shall not be effective unless signed by an authorized representative of Brazos County.
23. Contractors with questions regarding the proposal should submit them in writing via the Brazos Valley e-Marketplace at <https://brazosbid.ionwave.net>.
24. Fill out the proposal completely, identify the proposal name and number on the outside and return it to the Brazos County Purchasing Department, Administration Building, 200 South Texas Ave., Suite 352, Bryan, Texas 77803 prior to the submission deadline. The proposal is invalid if it is not deposited at the designated location prior to the time and date advertised, or prior extension issued by the County.
25. All proposals shall be prepared on the bid forms located on the Brazos Valley e-Marketplace County web site <https://brazosbid.ionwave.net>. The proposer must put the proposal number and name on the front of the envelope before mailing it to the Purchasing Department.
26. During the evaluation process, Brazos County reserves the right, in the best interest of the County, to request additional information or clarification from Contractors.
27. Your response to this proposal should be clear and concise addressing all requirements listed above and any other factors not specifically mentioned which would be advantageous to Brazos County.
28. At the public opening, there will be no disclosure of contents and Statements of Qualification and any pricing proposals will be kept secret during the negotiation process.

29. Brazos County is exempt from Federal Excise, State Sales, and Transportation taxes. Tax exemption certificates will be executed by the Purchasing Agent upon request.
30. Payment terms are no later than thirty (30) calendar days after the receipt of the invoice by the Brazos County Auditor's office. Payments will be made after approval at a regularly scheduled meeting of the Brazos County Commissioners' Court.
31. The successful firm or individual will be selected based on demonstrated competence and qualifications; and contract negotiations will begin with the most highly qualified firm or individual as determined by the County. If a satisfactory contract cannot be negotiated with the most highly qualified firm or individual, as set out herein; the County shall formally end negotiations with such firm or individual and shall negotiate with the next most qualified firm or individual. The County shall negotiate with such firm or individual to reach a fair and reasonable price. This process will continue until a successful agreement can be reached by both parties.
32. The successful offeror agrees to extend prices and terms to all entities that has entered or will enter into joint purchasing inter-local cooperation agreement(s) with Brazos County.
33. By submitting a response to this solicitation, the Respondent(s) agrees to comply with HB 1295, Government Code 2252.908, if awarded a contract. Respondent(s) agrees to provide Brazos County the "Certificate of Interested Parties", Form 1295 as required, for renewals, amendments, or extensions to the Contract.
34. Performance Standards:
 - a. All services contracted herein shall be done in a courteous and orderly manner. All Contractor personnel shall be appropriately dressed at all times while on the property.
 - b. The personnel performing the services contracted herein shall be under the sole responsibility and the employ of the Contractor.
 - c. Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the work herein contracted to be done.
 - d. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and order of any public authority in connection with the performance of the work herein to be done.

E. TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

1. Brazos County, Texas is subject to the Texas Publication Information Act, Chapter 552, Texas Government Code. Proposals submitted to Brazos County, Texas in response to this RFQ are subject to release by the County as public information. If the Proposer believes that the Proposal response, or part of it are confidential, as proprietary information, (s)he must specify that either all or part is excepted and provide specific and detailed justification for its claim of confidentiality. Vague and general claims to confidentiality are not acceptable. All Proposals or parts of the Proposals which are not marked as confidential will be considered public information after a contract has been awarded. The successful Proposal may be considered public information even though parts are marked confidential.

2. Brazos County, Texas assumes no responsibility for asserting legal arguments on behalf of Proposers. Proposers are advised to consult with their legal counsel concerning disclosure issues resulting from this proposal process and to take precautions to safeguard trade secrets and other proprietary information.
3. Marking your entire Proposal CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Public Information Act.
4. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.

F. CONFLICT OF INTEREST

1. The Proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Brazos County.
2. By signing and executing this Proposal, the Proposer certifies and represents to the County the Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this Proposal.
3. With the exception of interviews and other contacts initiated by Brazos County relevant to the selection process, Proposers, their employees or representatives, are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, in regard to this RFQ from the issuing date of the RFQ until the date the Brazos County Commissioner's Court meets to consider award of the Proposal. Any such contact will be grounds for rejection of the vendor's proposal.
4. Awarded contractor shall comply with the requirements of the Local Government Code 176.

G. ADDENDA AND MODIFICATIONS

1. Any changes, additions or clarifications to the RFQ will be made by numbered addenda and must be acknowledged in the Proposal.
2. Any firm in doubt as to the meaning of any part of these requirements may request an interpretation thereof from the Purchasing Agent. At the request of the Proposer, or in the event the Purchasing Agent deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Purchasing Department. Such addendum will be posted on the Brazos Valley e-Marketplace and will become a part of the Proposal package, having the same binding effect as provisions of the original Proposal. No verbal explanation or interpretations will be binding. In order to have a request of interpretation

considered, the request must be submitted in writing and must be received by the Purchasing Department no later than the question deadline.

3. All addenda, amendments and interpretations of this solicitation shall be in writing. Brazos County shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County in writing or in this RFQ should be used in preparing Proposal responses.
4. The County does not assume responsibility for receipt of any addendum sent to Proposers.
5. All addenda must be acknowledged on this form.
6. The Commissioner's Court delegated the right and responsibility for issuing any and all addenda to the Purchasing Agent.

H. EXAMINATION OF DOCUMENTS AND REQUIREMENTS

1. Each Respondent shall carefully examine all RFQ documents and be thoroughly familiar with all requirements prior to submitting a Proposal.
2. Before submitting a Proposal, each Respondent shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of the RFQ. Failure to make such investigations and examinations shall not relieve the Proposer of the obligation to comply, in every detail, with all provisions and requirements of the RFQ.
3. With the exception of interviews and other contracts initiated by Brazos County relevant to the selection process, applicants, their employees, or representatives, are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, in regard to this RFQ from the issuing date of the RFQ until the date the Brazos County Commissioner's Court meets to consider award of the Contract. Any such contact will be grounds for rejection of the Respondent's Proposal.

I. TAXES

Brazos County is tax exempt. Tax exemption certificates will be executed by the County upon request.

J. INSURANCE

The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. **All Certificates of**

Insurance and endorsements shall be furnished to the County's Representative and approved by the County *before* work commences.

Standard Insurance Policies Required:

1. Commercial General Liability Policy
2. Automobile Liability Policy
3. Worker's Compensation Policy
4. Professional Liability

General Requirements applicable to all policies:

- a. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- b. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- c. "Claims Made" policies will not be accepted.
- d. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Brazos County.
- e. All insurance policies shall be furnished to Brazos County upon request.

1. COMMERCIAL GENERAL LIABILITY

- a. General Liability insurance shall be written by carrier with an A:VIII or better rating in accordance with the current Best Key Rating guide.
- b. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- c. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- d. Excess Liability Umbrella Policy in the amount of not less than \$2,000,000.00 will be provided at the Contractors expense.
- e. Brazos County shall be named as additional insured on Contractors insurance. "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

2. AUTOMOBILE LIABILITY

- a. General Liability Insurance shall be written by a carrier with an A:VIII or better rating in accordance with the current Best Key Rating Guide.
- b. Minimum Combined Single Limit of \$600,000.00 per occurrence for bodily injury and property damage.

3. WORKER'S COMPENSATION INSURANCE

Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow

them not to provide coverage for the employees of an independent contractor may not be used.

The worker's compensation insurance shall include the following terms:

- a. Employer's Liability limits of \$500,000.00 for each accident is required.
- b. "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.110 (c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker's Compensation Commission, or a coverage agreement (TWCC-81), TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in section 406.096 {of the Texas Labor Code}) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all person; and
 - (2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (4) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person know or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

- J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

4. PROFESSIONAL LIABILITY

- a. Professional Liability with a minimum limit of \$1,000,000.00
- b. "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

5. CERTIFICATES OF INSURANCE certificates shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a. The company is licensed and admitted to do business in the State of Texas.
- b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- c. All endorsements and insurance coverage according to requirements and instructions contained herein.
- d. The form of the notice of cancellation, termination, or change in coverage provisions to Brazos County.
- e. Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

K. INDEMNITY

The Contractor shall indemnify the County only to the extent of the liability that was caused by the Contractor. To the fullest extent by law, the Contractor agrees to and shall indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability, of every kind including all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, for damages to any property, or for any breach of contract, arising out of or in connection with the work done by the Contractor under this Contract, provided and only to the extent that any such claim, loss, damage, cause of action, suite or liability is caused in whole or in part by an act or omission of the Contractor.

L. PROPOSAL SUBMITTAL

Qualifications must be submitted in a sealed envelope including six (6) original hard copies and one (1) complete electronic copy in Microsoft Word or PDF format. All six (6) hard copies are to be bound by stapling in the upper left-hand corner. All submittals must contain the requested information. If the submittal is made by a partnership, the name(s) and address of the general and limited partner(s) and the managing partner(s) must be shown. If made by a corporation, the submittal must show the name of the state under which the laws of the corporation were chartered, and the names, titles and address of the president, secretary, treasurer, manager, and agent for service of process.

All submittals shall be submitted in sealed envelopes bearing the name of the individual or firm, their address, and labeled “**RFQ 25-080 INDEPENDENT AUDITOR SERVICES FOR GUARDIANSHIP**” It is the sole responsibility of the individual or firm to ensure that the submittal is received in a timely manner. Any submittals received after the scheduled deadline for receipt of submittals will be returned to the individual or firm unopened.

It is mandatory that responses to this RFQ be submitted to the attention of the Purchasing Agent. No other collateral or reference materials should be submitted. The total volume of the Proposal to comprehensively respond to these items may be no longer than twenty (20) single-sided pages excluding front covers, back covers, tabs and Auditing Team resumes and Section 7 – RFQ Documents. Submittals containing more than twenty (20) pages will not be considered.

The Statement of Qualifications should be comprised of seven (7) sections that include and address each of the items noted below. Submittals are to provide the information requested below and should reference the identical Section Headings and Section Numbering as indicated.

A specific response is required to each of the following sections and should include the information described below. Failure of a responding firm to submit a completed “Statement of Qualifications” will render the Respondent’s submittal to be deemed non-responsive and it will be rejected.

Section 1 – Letter of Transmittal (limit – one page)

1. Briefly state your firm’s understanding for the services to be performed and make a positive commitment to provide the services as specified in the Scope of Work.
2. Provide the name(s) of the person(s) authorized to make representations of your firm, their titles, address, telephone numbers and email address.
3. A statement of affirmation warranting compliance with State of Texas laws.
4. A statement of affirmation warranting responsibilities shall not be delegated or subcontracted without prior written permission of the County.
5. The letter shall be signed by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individual(s) signing the solicitation shall be clearly shown immediately below the signature.

Section 2 – Previous Performance /Experience – Provide detailed information on firm and team experience with providing services as described in the Scope of Work.

1. Respondent shall identify proposed audit team, staff, task leaders and sub-consultants along with their respective field and expected services to the County. Information shall include education and professional registrations. Resumes shall be included for each of the individuals and sub-consultants referenced which demonstrate their qualifications to satisfy all critical and service requirement areas. The County reserves the right to approve or disapprove all sub-consultants prior to any work being performed. Resumes shall not count towards the 20-page content limit.

Section 3 – Available Resources and Consultant Location – Provide information on company size, structure resources and business history of the firm.

Section 4 – Methodology and Timeline – Respondent shall define the method and approach to be used to include the timeline to complete the project, level of staff and number of hours to be assigned to each proposed segment of the engagement for each year.

Section 5 – Impact on County Staff – Respondent shall provide a listing of items required and schedules required of County staff in order for respondent to perform audit services.

Section 6 –Litigation – Respondent shall provide a list of past and current litigation and pending claims against the firm if any.

Section 7 – RFQ Documents – The completed RFQ. (This shall not count towards the 20-page content limit)

By signing the certification below, the vendor verifies that all plans and specifications have been reviewed and are considered in the pricing attached. Prior to award, the vendor also completes the Verification of No Delinquent Taxes or Fees form (V.T.C.A. LOCAL GOVERNMENT CODE §262.0276), Legislative Certification Form, and the Disclosure of Interested Parties (1295). These are all available on the Brazos County Purchasing website.

M. EVALUATION AND AWARD

As the basis of award, the County intends to utilize the determination of “best qualified to provide the required services.” There is no guarantee expressed or implied that the County will provide work to all or any of the Respondents that submit a response to this RFQ. The selection of the firm to provide professional services in connection with this project shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. A professional service agreement will be entered into with the most qualified responsible individual or firm who complies with the prescribed requirements. No service contract will be awarded until all necessary investigations have been completed regarding the responsibility and qualifications of the firm or individual. Requests for Qualifications will be reviewed and evaluated by County staff, and ranked based on the following considerations:

- 30 pts Proven experience in the field of service
- 20 pts References from other clients
- 30 pts Procedure, schedule and hours required to fulfill service.
- 20 pts Experienced professional staff and sufficient support to handle the service

In the event that the County requires additional information or clarification, interviews may be conducted with selected individuals or firms. County staff will make a recommendation to the Commissioners Court for the final selection and award.

1. Brazos County, at its sole discretion, reserves the right to reject any or all Proposals, reject any particular item on a Proposal, and to waive immaterial formalities and to accept the offer most advantageous to the County.

2. All Qualification Statements are evaluated for compliance with the RFQ. Failure to comply with the listed Conditions of Proposals may result in disqualification of the Proposal.
3. Should there be a tie among Respondents; the tie will be broken by drawing of lots by the County Judge at a regularly scheduled open meeting of the Brazos County Commissioners' Court.
4. Before the County may award a contract to a nonresident Respondent, the nonresident proposer's Respondent will be subjected to the same criteria that a Texas Respondent would be subjected to as a nonresident Respondent in the nonresident Proposer's home state.
5. Any contract made, or purchase order issued, as a result of this RFQ shall be entered into in the State of Texas and under the laws of the State of Texas. In connection with the performance of work, the Respondent agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State and local laws, regulations and executive orders to the extent that the same may be applicable. Respondent further understands and agrees that venue shall be in Brazos County, Texas.

N. SCOPE OF SERVICES

1. Nature of Service Required –
 - a. Audit inventories, annual accounting, final accountings, and other documents file by guardians of the estate of incapacitated adults, trustees, and dependent administrators.
 - b. Discusses discrepancies found in filed estate documents with filing attorneys and, if document is insufficient, communicates with attorneys.
 - c. Monitors management trusts to ensure that required documents are accurate.
 - d. Reviews annual accounts to ensure that assets are being timely sold, that the bond is appropriate, that there are no undue expenditures
 - e. Performs all other related duties as required.
2. Services should be made in accordance with
 - a. The Texas Estates Code
 - b. Local Rules of Brazos County
 - c. Judges' specifications
3. Description of Entity and Records to be Audited
 - a. Review all current financial filings to ensure that all information tracks appropriately from year to year. This will require review of prior filings.
 - b. Review all documentation filed with the financial filings to ensure accuracy.
 - c. Request additional documentation from guardians and attorneys as needed.

O. CONTRACT

Respondent is to add a contract template for the County to review in their SOQ. This will be reviewed by Brazos County and shall be open to any negotiation points when submitted.

P. REFERENCES

Vendors shall provide a list of at least five (5) references, where work comparable in quality and scope to that specified has been performed within the past five (5) years. This list should include the names, phone number and email of the company/entity for which the prior work was performed to contact these references. References received on previous solicitations for similar size and scope in the previous six (6) months may be considered in lieu of obtaining a new reference check. A negative reference may be grounds for disqualification of bid. Bidders are not allowed to use Brazos County as a reference.

Company/Entity: Twin City Mission
Contact: Dorothy Nevill, CEO
Phone: 979-822-7511
Email: nevilld@twin-city-mission.org

Company/Entity: Scotty's House
Contact: Cary Baker, Exec Director
Phone: 979-535-5015
Email: cbaker@scottys-house.org

Company/Entity: Brazos County ESD 2
Contact: Dan Wilkerson, President
Phone: 979-777-4499
Email: wilkersondan@hotmail.com

Company/Entity: Museum of the American G.I

Contact: Leisha Mullins

Phone: 979-255-3675

Email: lmullins@american.gimuseum.org

Company/Entity: Hospice Brazos Valley

Contact: Lisa McNair, CEO

Phone: 979-821-2266

Email: lmcnair@hospicebv.org

Q. PROPOSAL EVALUATION WAIVER

By submitting a proposal or response, each Proposer/offeror indicated below agrees to waive any claim it has or may have against Brazos County (the Owner), Architect, Engineers, Consultants and their respective Commissioners, directors, employees, or agents arising out of or in connection with (1) the administration, evaluation, or recommendation of any proposal or response (2) any requirement under the Request for Qualification or related documents; (3) the rejection of any proposal or response or any part of any proposal or response; and/or (4) the award of a Contract, if any.

The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, with regards to acceptance or rejection of any proposals, and recommendation or award of the contract.

Note: The Statement of Affirmation Must be Notarized.

STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Firm's Name: Thompson, Derrig & Craig, PC

Address: 1598 Copperfield Pkwy, College Station, TX 77845

Proposer's Name: Logan Kendrick

Position/Title: Audit Partner

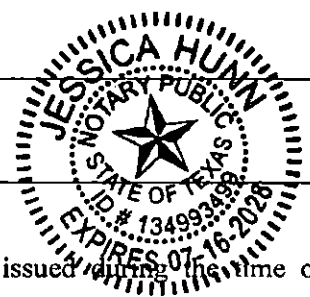
Proposer's Signature: [Signature]

Date: 2/13/25

Subscribed and sworn to me on this 13th day of February in the year 2025

[Signature]
Notary Public

My Commission expires 7-16-2028



R. ADDENDA

The undersigned acknowledges receipt of the following addenda issued during the time of Bidding and includes the several changes therein in this Proposal.

No. _____ No. _____ No. _____

Date _____ Date _____ Date _____

S. CERTIFICATION OF PROPOSAL

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Contractor, and that the contents of this bid have not been communicated to any other Contractor prior to the official opening.

Signed By: R. Logan Kendrick Title: And. 7 Partner

Typed Name: R. Logan Kendrick

Company Name: Thompson, Derrig & Craig, PC

Mailing Address: 1598 Copperfield Pkwy CS TX 77845
P.O. Box or Street City State Zip

Employer Identification Number: 74-2581874

CORPORATE SEAL IF SUBMITTED BY A CORPORATION
END OF RFQ NO. CIP 25-080

By signing below, Brazos County agrees that this RFQ CIP 25-080 will be awarded to the vendor whose name appears above and both parties agree to the terms and conditions contained herein.

By: Brazos County Commissioner's Court [Signature]

Date: 2/25/25

Attest: Brazos County Clerk Karen McQueen
[Signature], Chief Deputy

The following items should be completed and included in your bid submission. Failure to include these items will disqualify your bid.

- References (Section Q)
- All Addendums (if applicable)
- Certification of Proposal (Section T)

Exhibit "B"
Statement of Qualifications



THOMPSON, DERRIG & CRAIG, P.C.

Certified Public Accountants

Firm Profile

Thompson, Derrig & Craig, P.C. is a local firm of Certified Public Accountants, offering a wide range of services in the areas of accounting, auditing, taxation, and consulting. We believe in the value of relationships and view every client relationship as a partnership and truly believe that our success is a result of your success. The firm employs approximately 50 professionals, 28 of whom are certified public accountants. The firm currently provides audit, tax, and consulting services to numerous companies and organizations around the Brazos Valley. Additional information about our firm may be obtained by visiting our website at <https://tdc.cpa/>.

Client Services Team

R. Logan Kendrick, CPA, ABV, joined the firm in July 2016. He graduated from Texas A&M University in 2012 with a B.B.A. in accounting and in 2013 with a M.S. in management. Upon graduation, he was employed by KPMG in Dallas, for three years and obtained experience as the in-charge associate on a variety of audit clients primarily in the financial services, asset management and real estate industries. He also obtained his Accreditation in Business Valuation (ABV) in 2020 and performs business appraisals. Logan became a shareholder of the firm in 2021. He is a member of the AICPA, TXCPA, currently serves as the Treasurer for Forest Glen Camps, and previously served as the president for the Brazos Valley Chapter of TXCPA (TXCPA-BV).

Kay Dobbins, CPA, joined the firm in 1998. She graduated from Texas A&M University in 1995 with a B.B.A. in accounting. Kay focuses primarily on auditing, with significant experience in governmental and non-profit auditing. She also does income tax preparation for individuals and business entities. Kay is a member of the AICPA and TXCPA, serving as president of BVCPA in 2008-09.

Lisa Donaho, CPA, joined the firm in March 2022. She graduated from Texas A&M University in 2011 with a B.B.A. in accounting and in 2012 with a M.S. in accounting. Upon graduation, she was employed by PricewaterhouseCoopers in Houston, for four years and obtained experience on a variety of audit engagements. Lisa then transitioned to Texas Children's Hospital working as an accounting manager for almost six years. Lisa is a member of the AICPA and TXCPA.

Audrey Strutton, CPA, joined the firm in September 2019. She graduated from Texas A&M University in 2018 with a B.B.A. in accounting and in 2019 with a M.S. in management. Upon graduation, she started as an audit associate for TDC where she has gained experience in audits, reviews and compilations of local businesses, non-profits and employee benefit plans. Audrey is a member of the AICPA and TXCPA.

Ronnie Craig, CPA | Dillard Leverkus, CPA
Lyn Kuciamba, CPA | James Larkin, CPA | AJ Taylor, CPA | R. Logan Kendrick, CPA, ABV

Exhibit "C"
Pricing and Additional Services



THOMPSON, DERRIG & CRAIG, P.C.
Certified Public Accountants

Fee Rates & Standard Billing Practices

Our standard billing rates vary based on upon the experience of the staff and are often billed at either a discount to account for less experienced staff who have less efficiency (i.e. we write off time) when performing engagement procedures or a premium to account for more experienced staff who operate at a high efficiency (time is written up). As such and although we track our time on each engagement as a data point, our standard invoices are billed based on the service provided. It can be thought of as a blend between fee for service, value billing and strict time billing like attorneys. I have included an example invoice attached. Below are the range of our billing rates at various levels of staff experience:

- Staff: \$145 - \$195
- Manager: \$200 - \$250
- Partner: \$350

These rates are valid through June 30, 2026, at which point rates may increase by as much as 5% annually depending on the supply and demand of the market for labor and services, respectively.

Thompson, Derrig & Craig, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

1598 Copperfield Parkway
College Station, TX 77845
www.tdc.cpa ~Wendi@tdc.cpa
(979) 260-9696



College Station, TX 77842

Invoice No. 229365
Date 07/15/2024
Client No. 60120

Invoice No. 229365
Date 07/15/2024

Agreed-Upon Procedures for September 30, 2023 \$ 1,700.00

Current Amount Due 1,700.00

Prior Balance 0.00

Total Amount Due \$ 1,700.00

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
1,700.00	0.00	0.00	0.00	0.00	1,700.00

We Appreciate your Business!

Please contact Wendi Lamphear with billing questions.

If you would like to make a secure online payment, please visit our website at tdc.cpa and click on