



RFP# 2022-21

***REQUEST FOR PROPOSALS
FOR FINANCIAL AUDIT SERVICES
OF GREGG COUNTY, TEXAS***

PROPOSAL DUE DATE:

By 2:00pm Tuesday, August 16, 2022

*Gregg County Purchasing Office
101 East Methvin Street, Suite 205
Longview, Texas 75601*

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**GREGG COUNTY, TEXAS
REQUEST FOR PROPOSALS**

In accordance with the Laws of the State of the Texas, Gregg County is seeking sealed proposals from Public Accounting Firms to perform the annual audit for Fiscal Year 2022.

SEALED PROPOSALS addressed to the Purchasing Agent for Gregg County, Texas must be received in the Purchasing Department at, 101 East Methvin, Suite 205, Longview, Texas 75601 not later than 2:00 p.m. on Tuesday, August 16, 2022 by 2:00PM for the following:

**FINANCIAL AUDIT SERVICES
OF GREGG COUNTY, TEXAS
RFP 2022-21**

Solicitation documents are now posted on the Gregg County Website www.co.gregg.tx.us on the Purchasing Department webpage. Please click on the **Current Bids Tab** to download the RFP document. Only paper responses are allowed for this RFP; facsimiles will not be accepted. Paper documents may also be obtained from the office of the Purchasing Agent.

All documents relating to this Request for Proposal including but not limited to, the RFP document, questions and their responses, addenda and special notices will be posted on the Gregg County Purchasing Department website under the **addendums tab** and available for download by bidders and other interested parties. *It is the bidders'/respondents' sole responsibility to review this site and retrieve all related documents prior to the Bid due date.*

PROPOSAL INSTRUCTIONS

- ❖ ***Submission of Proposals:*** Proposers shall submit (3) sets of proposals documents one with original signatures and two copies. Proposers shall also submit one flash drive (jump, thumb) with a copy of proposal. **All shall be sealed and marked RFP# 2022-21 FINANCIAL AUDIT SERVICES** and mailed/hand delivered to the address below by the closing date specified. **A facsimile transmission is not an acceptable response to this RFP Process and will not be considered.**

Gregg County Purchasing
Kelli Davis, NIGP-CPP, CPPB
Purchasing Agent
101 East Methvin, St. 205
Longview, Texas 75601

- ❖ Questions concerning this sealed process shall be directed to Gregg County Purchasing Director by email to purchasing@co.gregg.tx.us; Kelli Davis. Failure to comply with this guideline could result in disqualification.
- ❖ **All proposals must be sealed** when returned to Gregg County.
- ❖ RESPONSES WILL BE received and publicly acknowledged at the Gregg County Purchasing Department located at the address listed above on Tuesday, August 16, 2022 at 2:00PM. Vendors, their representatives and interested persons may be present; only the names of the vendors who submitted a response will be read aloud – all information will remain confidential until a contract is awarded; if any.
- ❖ It is the proposer's sole responsibility to print and review all pages of the RFP document, attachments, questions and their answers, addenda and special notices. Failure to provide original signature on these forms could render statement non-responsive.
- ❖ Any Proposals received after the date and/or hour set for RFP opening will not be accepted. The late Respondent will be notified and will advise Gregg County Purchasing as to the disposition by either pick up, return at bidder's expense, or destroyed with written authorization.
- ❖ If responses are sent by mail to the Purchasing Department, the Respondent shall be responsible for actual delivery of the RFP to the Purchasing Department before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of Gregg County beyond the date and hour set for the RFP opening, proposals thus delayed will not be considered and will be disposed of as authorized.
- ❖ Respondents are encouraged to review this entire Request for Proposal Packet (RFP). All questions regarding this RFP must be in writing and sent by email to Purchasing Agent Kelli Davis at kelli.davis@co.gregg.tx.us or by fax to 903-237-2682. Contact with other personnel of the county other than the Purchasing Agent regarding the Request for Proposals may be grounds for elimination from the selection process. **Deadline for submitting questions is Thursday, August 11, 2022 by 5:00PM**

STANDARD TERMS & CONDITIONS

- Gregg County reserves the right to not accept late proposals. Each firm is responsible for insuring that responses to this RFP have been delivered by the date, time and to the location as specified in this Request for Proposals. The receipt of the responses submitted will be acknowledged as received only, and does not constitute any acceptance by Gregg County as an offer. Documentation will become a part of the Commissioners Court minutes only after selection is made, if any.
- Only the Commissioners Court of Gregg County, Texas acting as a body may enter into any type of agreement or contract on behalf of Gregg County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Gregg County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official.
- Gregg County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. The County, its contractors, their suppliers and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, sub-contractor, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and contractors doing business or anticipating doing business with Gregg County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Gregg County.
- Gregg County reserves the right to request clarification of information submitted and to request additional information of one or more Respondents.
- Costs of preparation of a response to this request are solely those of the Respondent. Gregg County assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that Gregg County assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.
- All documents submitted as part of the Respondent's offering will be deemed confidential during the evaluation process.
- Gregg County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified Respondent if a successful Respondent does not execute a contract within 15 business days after approval of the selection by the Gregg County Commissioners Court.

- Gregg County reserves the right to terminate any contract with Awarded Respondent at any time, without cause, upon no less than thirty (30) days written notice, delivered by certified mail or in person, to Gregg County Purchasing Agent at 101 E. Methvin, Longview, Texas 75601.
- Respondent understands and agrees that in returning a response to this proposal that it is neither an "offer" nor an "acceptance" until such time a formal contract is authorized/awarded by the Gregg County Commissioners Court; if any.
- Gratuities– Gregg County may, by written notice to the Awarded Respondent, cancel any contract without liability to Awarded Respondent if it is determined by Gregg County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of Gregg County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Gregg County pursuant to this provision, Gregg County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Awarded Respondent in providing such gratuities.
- Conflict of Interest: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.
- Proposals may be withdrawn at any time prior to the official opening. Alterations made before the opening time must be initialed by Respondent guaranteeing authenticity. After the official opening, Proposals become the property of Gregg County and may not be amended, altered or withdrawn without recommendation of the Gregg County Purchasing Agent and the approval of the Gregg County Commissioners Court.
- This Proposal is issued in compliance with the County Purchasing Act Texas Local Government Code 262.030.
- Insurance Requirements – Gregg County, Texas requires the following insurance coverages for contractors doing business with Gregg County, unless otherwise specified in the request for proposal or contract.
 - a. Worker's Compensation insurance with \$500,000.00 Employer Liability limits under Coverage B (no deductible)
 - b. General Liability insurance with limits of \$1,000,000.00 per occurrence/aggregate, including products and completed operations coverage
 - c. Auto liability limits of \$1,000,000.00
 - d. County named as "*additional insured*" not "*additional named insured*"
 - e. Deductible shall be \$5,000.00 or less on each of the above listed coverages

- Respondents must provide a certificate of insurance conforming to the above listed requirements or a statement from his insurance carrier certifying that required coverages shall be obtained by awarded vendor within ten (10) days of formal award of a contract. In cases where a certification letter from an insurance carrier is attached to the proposal in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverages being put into force **prior** to any performance of any duties outlined in the contract. Also, please provide a copy of your current certificate of insurance for professional liability.
- **Prompt Payment Clause** - Gregg County, Texas will, after acceptance of goods or services and the receipt of a proper invoice from the awarded contractor, process request for payment, said payment to be paid within forty-five (45) days. Prime contractors shall then be required to ensure payment is made to any designated small or disadvantaged business (subcontractors), within fifteen (15) workdays of receipt of payment to the prime contractor from the County. Upon satisfactory completion of a contract, the County and/or prime contractor will ensure that any retainage payments are returned within thirty (30) workdays. Failure to comply with the terms of this requirement may be grounds for termination of the contract by the County.
- **Proposed Term of Contract** - The term of the awarded contract, if any, will be for one (2) year period and will become effective upon the contract award date. The contract may be renewed for two (2) additional one year periods upon written agreement and mutual consent of both parties. Any renewals must be approved by the Gregg County Commissioners Court. Gregg County reserves the right to rebid at any time as in best interest and is not automatically bound to renew.
- **Confidentiality:** Any material that is to be considered confidential in nature must be clearly marked as such and may be treated as confidential to the extent allowable in the Texas Public Information Act. Pricing information is not considered to be confidential. Trade secrets or confidential information **MUST** be placed in a separate envelope marked “CONFIDENTIAL INFORMATION” and EACH PAGE must be marked “CONFIDENTIAL INFORMATION”. Please be advised that Gregg County cannot and will not make any agreement to withhold information from the public that is contrary to the County’s responsibility under the Act.
- Proposals will be considered non-responsive if they show any omissions, alteration of form, additions or conditions not called for, or inconsistencies of any kind. However, Gregg County reserves the right to waive any inconsistencies mentioned above to make an award in the best interest of the County.
- Proposals may be deemed non-responsive, among other reasons, for any of the following specific reasons.
 1. Proposals containing inconsistencies
 2. Unbalanced value of terms

3. Reason for believing collusion exists among the Respondents.
4. Reasonable grounds for believing that any respondent is interested in more than one proposal for the work contemplated.
5. The Respondent being interested in any litigation against the county.
6. The Respondent in arrears on any existing contract or having defaulted on a previous contract.
7. Lack of competency as revealed by a financial statement, experience. And equipment etc.
8. Respondents shall not owe delinquent property tax in Gregg County.
9. Respondent past performance record with Gregg County.
10. Limited competition.
11. Respondent debarred.

- The successful vendor may not assign their rights and duties under award without written consent of Gregg County Purchasing Agent. Such consent shall not relieve the assignor of liability in the event of default by the assignee.
- Respondents are encouraged to review this entire Request for Proposal Packet (RFP). All questions regarding this RFP must be in writing and sent by email to Purchasing Agent Kelli Davis at kelli.davis@co.gregg.tx.us or by fax to 903-237-2682. Contact with other personnel of the county other than the Purchasing Agent regarding the Request for Proposals may be grounds for elimination from the selection process. **Deadline for Questions is Thursday, August 11, 2022 by 5:00PM**
- TO THE EXTENT PERMITTED BY LAW, VENDOR AGREES TO DEFEND, INDEMNIFY AND HOLD GREGG COUNTY, ITS OFFICIALS, AGENTS, SERVANTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO OWNER'S BUSINESS AND ANY RESULTING LOST PROFITS), EMPLOYMENT MATTERS, AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO OR ARISE OUT OF OR BE OCCASIONED BY (i) VENDOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF VENDOR, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE PERFORMANCE OF THIS AGREEMENT. RESPONDENT(S) WILL COMPLY WITH ALL STATE, FEDERAL, AND LOCAL LAWS INCLUDING BUT NOT LIMITED TO THE AMERICANS WITH DISABILITIES ACT, TITLE VII OF THE CIVIL RIGHTS OF 1964, AGE DISCRIMINATION IN EMPLOYMENT ACT, CIVIL RIGHTS ACT OF 1991, FEDERAL INSURANCE CONTRIBUTIONS ACT (FICA), FAIR LABOR STANDARDS ACT, EQUAL PAY ACT OF 1963 AND THE AFFORDABLE HEALTH CARE ACT, AS TO TREATMENT AND COMPENSATION OF ITS EMPLOYEES.

RESPONDENT(S) WILL PREPARE PAYROLL CHECKS, MAKE ALL NECESSARY DEDUCTIONS AND PAY ALL TAXES, MAINTAIN INSURANCE REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. RESPONDENT ACCEPTS FULL RESPONSIBILITY FOR THE PAYMENT OF WAGES, COMPENSATION, OVERTIME, AND BENEFITS TO PERSONNEL. RESPONDENT ACCEPTS RESPONSIBILITY FOR PAYMENT OF ALL TAXES, ASSESSMENTS, FEES, AND FINES THAT MAY BE DUE AND OWING TO ANY LOCAL, STATE, OR FEDERAL GOVERNMENT AGENCIES.

CRIMINAL BACKGROUND CHECKS

Criminal background checks will be performed on any Awarded Respondents, and employees that will require them to enter/work in any sensitive security areas at any of Gregg County's Facilities. These include, but are not limited to, Gregg County Airport, Gregg County Courthouse, Gregg County Sheriff's Department and/or Gregg County Jails and Gregg County Juvenile.

The following will apply to awarded vendor personnel.

- The successful respondent shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on Gregg County property.
- Vendor personnel who perform work on Gregg County property must submit to and pass a Sheriff's Department Criminal Background Check. That status must be maintained by all vendor personnel entering County buildings for the duration of the contract.
- Criminal Background checks conducted by your firm may or may not be acceptable to certain departments depending on their particular requirements. The County reserves the right to conduct additional Criminal Background Checks as it deems necessary.
- Award of a contract could be affected by your firms' refusal to agree to these terms. Award could also be affected if your firm is unable to supply personnel who can pass a Criminal Background Check. **The Criminal Background Check applies to the individual and not the company.**

SCOPE OF WORK

INTRODUCTION AND BACKGROUND

Texas Law requires County Commissioners Court to engage an outside accounting firm to review the financial systems and internal controls of county government. The purpose of the audit is to examine and report on the various funds and accounts as required by Local Government Code V.T.C.A. Section 115.045 and other applicable statutes. The ultimate objective of the audit will be to render an opinion on Gregg County's Financial Statements.

The examination shall be made in accordance with generally accepted auditing standards and prescribed by the American Institute of Certified Public Accountants, applicable to general governments and taking into consideration the federal and state regulations under which the County operates and determine if the County is in compliance with those guidelines.

The examination is to include all funds, entities, account groups, component units and grants associated with Gregg County. Auditors will be responsible for final compilation, preparation and reproduction of an Annual Comprehensive Financial Report (ACFR), which is to include supplemental statistical data. The county will provide trial balances and certain statistical data for the basis of the report. The audit is to include a report on internal control and compliance as required by Governmental Auditing Standards.

It is anticipated that any firm selected will be engaged for a two (2) year period for purposes of continuity; although annual engagement letters will be utilized to allow for annual flexibility. Any proposed fee should be submitted based on a two (2) year commitment. There will be (3) one year options to renew all subject to approval by the Gregg County Commissioners Court.

This audit shall be performed in accordance with the following and any other applicable State and Federal Laws including but not limited to:

- ✓ Generally Accepted Auditing Standards
- ✓ Governmental Accounting Standards Board (GASB)
- ✓ The standards set forth for financial audits in the U.S. General Accounting Offices (GAO), Government Auditing Standards.
- ✓ The provisions of the Federal Single Audit Act and Amendments of 1996
- ✓ U.S. Office of Management and Budget (OMB) Circular A-133
- ✓ Texas Local Government Code, Title 10, 2256.023 (d)
- ✓ Independent audit guidelines issued by Texas Juvenile Justice Department and Texas Department of Criminal Justice, Community Justice Assistance Divisions (TDCJ-CJAD)

Audit Requirements:

1. Gregg County is required to have an independent annual audit. An examination for compliance of procedures as established by the standards set for financial audits in the Government Auditing Standards issued by the Comptroller. The County is also required to undergo an annual single audit in conformity with Title 2 of U.S. Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).
2. A compliance section reporting on internal control over financial reporting and other

matters based on the audit of the financial statements in accordance with Government Auditor Standards and report on the requirements applicable to each major program and internal control, legality of actions, other instances of non-compliance with laws and regulations, schedule of findings and questioned costs and any other material matters in accordance with the requirements of Government Auditing Standards and OMB Circular A-133.

3. Audit of the financial statements of Gregg County including the East Texas Regional Airport PFC audit and of the Gregg County Juvenile Department and Gregg County Adult Probation and a biennial SOC-1 report for the County Tax Office.

Report Requirements:

Audit reports should be addressed and contain the following information at minimum.

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
2. A report on the internal control structure based on the auditor's understanding and assessment of control risks.
3. An "in-relation-to" report on the schedule of federal financial assistance and a report on internal controls used in administering these programs.
4. A report on compliance with laws and regulations related to major and non-major federal assistance programs. This report should include an opinion on compliance with specific requirements applicable to major federal financial assistance programs
5. A report on compliance with applicable laws and regulations.
6. A report in accordance with the provisions of the Texas Local Government Code, Title 10, 2256.023(d).

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

Reportable conditions that are also material weaknesses shall be identified as such as in the report. Non-reportable conditions, discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the report on internal controls.

The report on compliance shall include all material instances of noncompliance, all nonmaterial instances of noncompliance shall be reported in separate management letter, which shall be referred to in the report on compliance.

Irregular and illegal acts

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the County.

Auditors shall inform the County of each of the following:

- The auditor's responsibility under generally accepted auditing standards.
- Significant accounting policies
- Management judgments and accounting estimates

- Significant audit adjustments
- Other information in documents containing audited financial statements
- Disagreements with management
- Difficulties encountered in performing the audit.

Audit Periods

The periods to be audited shall be Gregg County's fiscal years applicable to contract terms and dates. Gregg County's fiscal year is October 1 through September 30. The CSCD and Juvenile Departments fiscal year is September 1 through August 31. Draft reports must be sent to the Gregg County Auditor at minimum of two weeks prior to final report being issued. Audits must be complete and electronic report issued no later than March 15. Audits for the Gregg County CSCD and Juvenile Departments must be completed no later than February 15.

Basis of Accounting

Government-wide financial statements are prepared on the accrual basis of accounting. Fund financials are modified accrual. Gregg County policy is to apply all financial accounting based on Governmental Accounting Standards Board (GASB).

In accordance with Statement 34 of the governmental accounting Standards Board (GASB 34) basic financial statements and Management Discussions Analysis for State and Local Governments, the County's government-wide financial statements include a statement of net assets, and statement of activities.

Accounting System

Gregg County's accounting and financial reporting functions are centralized in one department. The financial reporting and accounting system is Banner. The following Banner Modules are in use:

1. General Ledger
2. Accounts payable
3. Fixed Assets
4. Purchasing
5. Payroll/HR
6. Accounts Receivable/Airport

Gregg County's Responsibilities shall include

- ✓ Applicable Gregg County personnel will be available to the external auditor for the purpose of pulling invoices, directing external auditors to proper files, or for explaining procedures.
- ✓ Work areas with Wi-Fi internet access will be made available to external auditors.

Prospective Vendors for this project shall:

- ✓ Have the capability to perform all or most aspects of the project and recent experience in projects comparable to the proposed task.
- ✓ Have capability to meet schedules or deadlines.

Entrance Conferences, Progress Reporting and Exit Conferences

At a minimum the following conferences should be held

- ✓ Entrance conference with County Auditor and designated staff.
- ✓ Entrance conference with key finance department personnel and department heads of key offices or programs
- ✓ Progress Conference with the County Auditor, designated staff and department heads (if applicable)
- ✓ Exit conference with County Auditor, designated staff and department heads of key offices or programs (if applicable).

Schedule of work

1. Detailed Audit plan

The awarded auditor shall provide the County both a detailed audit plan and a list of all schedules to be prepared by the County Audit no later than three weeks prior to arrival.

2. Interim work

The awarded auditor shall complete all interim work for the County no later than December 15 and for the CSCD and Juvenile Departments no later than November 15.

3. Fieldwork

The awarded auditor shall complete all fieldwork no later than February 15 for the Gregg County report and January 15th for the CSCD and Juvenile Reports.

4. Draft reports

The awarded auditor shall have drafts of the audit report and recommendations to management available for review by the County Auditor no later than March 15 and no later than January 30 for the CSCD and Juvenile Departments.

5. Final reports

The awarded auditor shall provide the final Gregg County ACFR report and recommendations in an electronic format that will be submitted to the County Auditor no later than March 20 and no later than February 20 for the CSCD and Juvenile reports. Additionally, the firm shall provide 30 sets of the final ACFR audit report to the County Auditor no later than two weeks prior to the court presentation scheduled prior to April 20. The county requires for the CSCD and Juvenile Departments 15 sets no later than February 25.

6. Presentation

The awarded auditor shall present the audit report to the Commissioners Court no later than April 30.

Document Retention

All working papers and reports must be retained at the awarded auditor's expense for a minimum of three (3) years, unless the firm is notified by the County of the need to extend the retention period. The auditor will be required to make working papers and reports available upon request to the following parties or their designees: 1) Gregg County, 2) U. S. Department of Transportation-FAA, 3) Auditors of entities of which Gregg County is a recipient or sub-recipient of grant funds.

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

GREGG COUNTY INFORMATION

Gregg County's Principal contact during the term of this contract will be Ms. Rebekah Acres, County Auditor or a designated assistant who will coordinate the assistance to be provided by Gregg County to the Auditor. An organizational chart and a list of key personnel with location of their principal offices will be supplied upon request.

Gregg County provides the following services to its citizens:

- ✓ Administration of justice
- ✓ Public safety
- ✓ Health and welfare
- ✓ Community service
- ✓ Transportation and Roads
- ✓ Airport operations
- ✓ General Government

Gregg County uses the following fund types

- ✓ General fund
- ✓ Special revenue funds
- ✓ Debt services funds
- ✓ Capital project funds
- ✓ Internal service funds
- ✓ Agency funds

The County's budget is prepared on a basis consistent with generally accepted accounting principles.

Statistical Information

Gregg County serves an area of approximately 276 square mile with an estimated population of +123,000. Gregg County has an annual payroll of \$26.5 million covering approximately 550 employees and 45 departments. The fiscal year 2022 adopted budget shows estimated revenues of \$55,396,241 for all funds, while appropriations were \$62,703,810. Additionally, Gregg County maintains approximately 18 grants with a revenue of 8,143,300 in fiscal year 2021. The actual beginning balance as of October 1, 2021 was \$61,794,117. The estimated ending reserves are \$51,150,048. See Attachments Exhibit A - for the recapitulation of the 2022 adopted budget by fund type, Exhibit B - 2022 adopted budget by category and Exhibit C – Schedule of Expenditures of Federal Awards for the year ended September 30, 2021.

The Juvenile, CSCD, PFC Single Audit and biennial SOC-1 report for the County Tax Office are a required part of the Gregg County Audit.

PROPOSAL SUBMISSION REQUIREMENTS

Qualified professional firms interested in responding to this RFP should include the following information along with your submission. All information should be current within the past twenty four (24) months. **The Respondent shall submit responses in the order listed below.**

Prepare a table of contents for the response being submitted and label in the following order.

- A. Qualifications and Experience of Firm
 - ✓ Include company name, address and contact information.
 - ✓ Include the history and size of the firm.
 - ✓ Include name and title of the person authorized to contractually obligate firm's company with response and future negotiations; if any.
 - ✓ Include any lawsuit information the firm has been involved in the last five (5) years.
 - ✓ Include firms audited financial statement (please note this will remain confidential)
 - ✓ Provide a listing of all county government clients during the last four years and note whether GFOA certificate was awarded.
 - ✓ Provide any additional information that would demonstrate your firms experience and competence in providing the services requested or any special Proposals of staff or firm such as a GFOA grader, or Governmental Audit Quality Center member among other achievements.
- B. Qualifications and Experience of Audit Staff Assigned to Project (if awarded)
 - ✓ Identify the responsible partner(s) and probable staff that will be working on this project.
 - ✓ Include resumes for each staff member and any relevant audit experience working with county government signifying those that attain GFOA recognition and any other experience that would demonstrate familiarity and competence working for government clients.
- C. References & Recommendations
 - ✓ Include the minimum of five (5) references for the firm and include the contact information for each.
- D. Audit Approach
 - ✓ Clearly describe the firm's approach to conducting the audit
 - ✓ Include a tentative work plan (see pages 11-12 for schedule of work information)
 - ✓ State any exceptions to any of the requirements in this RFP; if any.
 - ✓ Provide an affirmative statement that it is independent of the County as defined by generally accepted auditing standards/the U.S. General Accounting Office's and Government Auditing Standards.
 - ✓ Technical approach – a brief discussion of the tasks or steps that the consultant will take to accomplish the work described.
 - ✓ A statement as to other services and strategies provided by the person or firm that will improve the County's project and/or process.

E. Forms & Documents

- ✓ Include appropriate licensing information for applicable staff.
- ✓ Include completed forms as required in this RFP document.
- ✓ Include insurance certificate and or a statement from your insurer verifying your insurance coverages.
- ✓ Submit a standard agreement draft and or contract proposal draft associated with firm's response.
- ✓ Include the most recent and past peer review results, if any.

F. Fee Estimates

Provide Fee estimates with a "not to exceed" contract for all services The Fee estimates for financial reporting will require separate cost estimates on each of the following:

- ✓ Gregg County (including single audit act reporting)\$ _____
- ✓ Gregg County Juvenile Probation Department \$ _____
- ✓ Gregg County Community Supervision & Corrections Department (CSCD) \$ _____
- ✓ Passenger Facility Charge (PFC) for the East Texas Regional Airport. \$ _____
- ✓ SOC-1 Report for the County Tax Office. \$ _____
- ✓ Any 'other' applicable fees for services \$ _____.
- ✓ Total not to exceed amount for all services \$ _____.

Fee estimates and actual billing are to be itemized as listed on above. Billing for actual services rendered during interim periods is permissible. A final retainer-billing equal to ten percent of the total fee guaranteed shall be withheld until the delivery and final reporting to Commissioners' Court. With the submission of any billing, the auditor is to review with County staff the exact progress and the direction taken in the application of generally accepted accounting principles.

EVAULATION CRITERIA AND PROCESS

After public opening of submissions, an evaluation committee will score and rank the returns based on the criteria listed below. After a short list has been determined, the committee may interview some or all of the top ranked firms. The Respondent(s) with the highest scores may be invited to prepare a Best and Final Offer for consideration by the evaluation committee. The evaluation committee will determine the most highly qualified firm based on the information submitted and will begin contract negotiations. If a contract cannot be negotiated with the highest ranked firm then the County will formally end negotiations and will notify the second ranked firm for negotiation, and so on. Gregg County reserves the right at its sole discretion to determine if pursuing contract negotiations in in the best interest of the County. The County is under no obligation to pursue contract negotiations.

During the evaluation process the county may at its discretion, request one or all of the firms to make oral presentations. The County also reserves the right to request additional information or clarifications from proposers or to allow corrections of errors or omissions as deemed in the best interest of the County. Gregg County reserves the right at its sole discretion to determine if presentations are in the best interest of the county and is under no obligation to request presentations from all Respondents. Gregg County reserves the right to request presentations from one or all firms.

Gregg County reserves the right at its sole discretion to determine the process for proposal evaluation and may elect to accelerate the evaluation process by combining or eliminating any or all of the evaluation phases. Gregg County reserves the right without prejudice to reject any or all submittals to this RFP.

Evaluation Criteria

1. Qualifications and Experience of the Firm/Respondent.	25 points
2. Qualifications and Experience of the Firms staff assigned to the audit, to include work related with similar projects for County Government Entities.	25 points
3. References and Recommendations from past county clients.	10 points
4. Audit approach to provide the required services.	15 points
5. Fee/Price	25 points

Special Considerations

Gregg County receives Federal and State financial assistance as shown in the supplementary information section of prior year Annual Comprehensive Financial Report. The cumulative totals received from these grants mandate an **“Independent Auditors’ Report On Compliance with Requirements Applicable to Each Major Program And Internal Control Over**

Required Forms

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a Proposal in response to this solicitation, the Respondent certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on list between the time of Proposal submission and time of award, the Respondent will notify Gregg County Purchasing Agent. Failure to do so may result in terminating this contract for default.

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY OTHER FOREIGN TERRORIST ORGANIZATIONS.

Effective September 1, 2017, Respondent verifies that they do not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. Respondent further verifies that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

DISCLOSURE OF INTERESTED PARTIES

The law states that a governmental entity may not enter into certain contracts with a non-exempt business entity unless the business submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Gregg County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

Signature: _____ **Date:** _____

Printed Name: _____

RFP SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this Proposal becomes the property of Gregg County after the official opening.

The undersigned affirms the Respondent has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.

The undersigned agrees, on behalf of Respondent, that if this Proposal is accepted, to furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this Proposal has not been prepared in collusion with any other Respondent, nor any employee of Gregg County, and that the contents of this Proposal have not been communicated to any other Respondent or to any employee of Gregg County prior to the official opening of this Proposal.

Respondent hereby assigns to Gregg County all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this solicitation. ***Failure to sign and return this form will result in the rejection of the entire Proposal.***

Signature: _____ **Date:** _____

LEGAL NAME AND ADDRESS OF RESPONDENT:

Name _____ Title _____

Tel. No. _____ Email: _____

Address: _____

COMPANY IS:

Business included in a Corporate Income Tax Return? YES NO

Corporation organized & existing under the laws of the State of _____

Partnership consisting of _____

Individual trading as _____

Principal offices are in the city of _____

To: Vendors of Gregg County, Texas
From: Kelli L. Davis, CPPB, Purchasing Agent
Re: ***Conflict of Interest Form (CIQ)***

Vendor;

Below, please find link below to a Conflict of Interest Questionnaire. Please complete this form if you have a conflict of interest with any Gregg County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. If you have any questions regarding compliance with Chapter 176 of the Texas Local Government Code, please consult your legal representative. Compliance is the responsibility of each individual, business, agent or representative who is subject to the law's filing requirements.

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

Original completed forms should be filed with the County Clerk's Office and a copy sent to the Gregg County Purchasing Department either through RFP return, fax, or email. Please see contact information below.

Gregg County Clerk
Gregg County Courthouse
101 East Methvin, St. 200
Longview, Texas 75601
Ph; 903-236-8430

Gregg County Purchasing Department
Email: purchasing@co.gregg.tx.us
Ph: 903-237-2684
Fx: 903-237-2682

Applicable Law

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Gregg County (County Clerk) no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code.



Gregg County Purchasing Department

Kelli L. Davis, CPPB Purchasing Agent

101 E. Methvin St., Suite 205, Longview, Texas 75601

Phone (903) 237-2684 Fax (903) 237-2682 purchasing@co.gregg.tx.us

July 22, 2022

To: Longview News-Journal

From: Kelli L. Davis, CPPB

Subject: Advertisement RFP# 2022-21

Please run the following ad on Friday, July 29, 2022 and Friday, August 05, 2022 in the Longview-News Journal.

PUBLIC NOTICE

Sealed proposals will be received by the County Purchasing Agent, Kelli Davis at the Purchasing Department, at 101 E. Methvin St., Suite 205, Longview, TX 75601, on Tuesday, August 16, 2022 by 2:00 PM for RFP No. 2022-21 Financial Audit Services for Gregg County. Late proposals will not be accepted. Specifications will be available on Friday, July 29, 2022 by visiting www.co.gregg.tx.us on the Purchasing Department web page, or request by e-mail at purchasing@co.gregg.tx.us or by calling (903)-237-2684. Payment will be made after items have been received in accordance with award. Vendors must bid unit costs, but may offer lump sum discounts. Gregg County reserves the right to accept or reject in whole or in part any RFP received and to waive any irregularities or formalities in the best interest of Gregg County.