



**Procurement Department
1577 Dam Site Road
Conroe, Texas 77304**

REQUEST FOR QUALIFICATIONS

RFQ #25-0030

**Professional Services
for
Annual Financial Audit**

**Issue Date: April 7, 2025
Response Due Date and Time (CDT):
May 7, 2025 @ 11:00 a.m.**

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GENERAL

In accordance with the provisions of Chapter 49 of the Texas Water Code, Texas Government Code 2254 (Professional Services Procurement Act), and Title 40 Code of Federal Regulations, Part 31 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments), the San Jacinto River Authority (SJRA) is requesting qualifications based responses to contract with Professional Consultant(s) ("Consultant"), which must be a sole proprietorship, partnership, corporation, or other legal entity registered to do business in the State of Texas with considerable experience in providing financial audit services to governmental entities.

This Request for Qualifications (RFQ) solicits information that will enable SJRA to select one or more Consultant(s) that shall provide professional services for financial audits. The Consultant shall furnish all required labor, materials, supplies and travel required in connection with the project.

DEFINITIONS

The following definitions shall be used to identify terms throughout this solicitation:

A. AGREEMENT/CONTRACT

A mutually binding legal document obligating the Firm to furnish the services specified within this solicitation and obligating SJRA to pay for the services as specified.

B. BOARD OF DIRECTORS

The governing Board of SJRA, given the authority to exercise such powers and jurisdiction of all SJRA business as conferred by the State Constitution and Laws.

C. FIRM

The successful Respondent to this request. A person or business enterprise providing services to SJRA as fulfillment of obligations arising from an agreement pursuant to this request; the successful respondent to this request.

D. STATEMENT OF QUALIFICATIONS (SOQ)

A complete, properly signed and submitted response to this solicitation.

E. RESPONDENT

The Individual or Firm responding to this solicitation that considers itself qualified to provide the services specified herein, and who is interested in making an offer to provide the services to SJRA.

F. REQUEST FOR QUALIFICATIONS (RFQ)

This solicitation document issued by SJRA contains terms, conditions and scope of work for the professional services to be procured.

G. SAN JACINTO RIVER AUTHORITY (SJRA)

A conservation and reclamation district of the State of Texas with general and administration offices located at 1577 Dam Site Road, Conroe, Texas 77304.

NOTICE TO RESPONDENTS

A. **NOTICE**

All SOQs are due on or before **11:00 A.M. (CST) on May 7, 2025**. Solicitations are posted and available to download from:

[Brazos Valley e-Marketplace System \(Ionwave\) Current Solicitations](#)

Respondents may receive notice of RFQs from SJRA through a variety of channels. Approved methods of dissemination include: the Brazos Valley e-Marketplace, the San Jacinto River Authority website or the SJRA Procurement Department. The receipt of solicitations through any other means may result in the receipt of incomplete solicitation documents or addenda which could ultimately render your SOQ non-compliant. SJRA accepts no responsibility for the receipt or notification of solicitations through any other source.

B. **RECEIPT OF SOQS**

1. Electronic SOQs. Electronic SOQs may be submitted through the Brazos Valley e-Marketplace (Ionwave) site at: [Brazos Valley e-Marketplace \(Ionwave\) Login](#). All interested Respondents are required to register as a “supplier” at the above web address and click on “Supplier Registration”. Registration provides automatic access to the solicitation and its documents (specifications, attachments, exhibits), and to any changes to the solicitation including change(s) to the submission time and date.

Electronic SOQs must be received prior to the time and date specified in the Brazos Valley e-Marketplace System. The mere fact that the SOQ was dispatched will not be considered; the Respondent must ensure that the SOQ was properly uploaded in the System. The time SOQs are received shall be determined by the electronic clock in the e-Marketplace System.

C. **QUESTIONS AND INQUIRIES**

Questions and inquiries about this Solicitation shall be submitted in writing to the point of contact in the Brazos Valley e-Marketplace.

The deadline for written questions is **Thursday, April 17, 2025 at @ 11:00 A.M. CST**. This deadline has been established in order to provide adequate time for SJRA staff to prepare responses to questions from Respondents to the best of their ability in advance of the due date and time.

Respondents shall not attempt to contact SJRA Board members, staff, or Management directly about this RFQ from the date of release until award of the Contract. SJRA intends to respond to all appropriate questions or concerns; however, SJRA reserves the right to decline to respond to any question or concern. All material modifications, clarifications or interpretations will be incorporated into an addendum which will be publicly posted on the e-Marketplace System. All addenda issued prior to the due date and time for responses are incorporated into the RFQ and must be acknowledged in the SOQ response. Only written information provided shall be binding. Oral or other interpretations shall not be binding and are held without legal effect.

D. **ANTICIPATED SCHEDULE OF IMPORTANT DATES**

SJRA will generally comply with the following schedule for the selection process, subject to changes necessary to ensure fairness and to accommodate unanticipated events:

Release RFQ		April 7, 2025
Non-Mandatory Pre-Submittal Conference	10:00 A.M. CST	April 15, 2025
Deadline for Questions and Inquiries	11:00 A.M. CST	April 17, 2025
Issue Addendum, if any	11:00 A.M. CST	April 18, 2025
SOQs Closing Date and Time	11:00 A.M. CST	May 7, 2025
SJRA's Review of SOQs		TBD
Date for Finalist Interviews or Presentations (if any)		TBD
Earliest Award by SJRA		June of 2025

E. PRE-SUBMITTAL CONFERENCE (NON-MANDATORY)

A pre-submittal conference will be conducted in the SJRA Training Room (TRF) at G&A located at 1577 Dam Site Rd. Conroe, TX 77304, beginning at **10:00 AM CST on April 15, 2025**. This meeting is **NOT MANDATORY**. Any questions and answers addressed during the conference meeting will be issued in an addendum and all known parties will be notified.

F. FINALIST INTERVIEWS AND/OR PRESENTATIONS

Respondents reasonably subject to being selected based on the criteria set forth in this RFQ may be given an opportunity to make a presentation and/or interview with the Evaluation committee. Following any presentation and/or interviews, the most highly qualified Firm(s) will be selected based on demonstrated competence and qualifications; and contract negotiations will begin with the most highly qualified Firm(s) as determined by SJRA. If a satisfactory contract cannot be negotiated with the most highly qualified firm(s), as set out herein, SJRA shall formally end negotiations with such firm(s) and shall select the next most qualified firm. SJRA shall negotiate with such firm(s) at a fair and reasonable price. This process will continue until a successful agreement can be reached by both parties. However, SJRA may, in its sole discretion, negotiate and award a contract without presentations or interviews, based solely on information supplied in the Statements of Qualifications submitted.

STANDARD TERMS AND CONDITIONS

A. ADDENDA

If it becomes necessary to revise any part of this solicitation, prior to the due date and time, a written addendum will be provided to all Respondents via the e-Marketplace System. SJRA is not bound by any oral representations, clarifications, or changes made to the written project specifications or scope of work by SJRA's employees, unless clarification of such change is provided to Respondents in written addendum form from the Procurement Department.

Addenda will be transmitted by electronic means to all registered vendors in SJRA's E-Marketplace system that are known to have downloaded a copy of the RFQ documents and specifications from SJRA's E-Marketplace system. However, it shall be the sole responsibility of the Respondent to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time. Respondent shall acknowledge receipt of all addenda on the Certification and Acknowledgement Form.

B. ADVERTISING AND PUBLICITY

Firms shall not advertise or otherwise publicize, without SJRA's prior written consent, the fact that SJRA has begun negotiating or entered into the Agreement, except to the extent required by applicable law.

C. BUSINESS PRACTICES

Minority business enterprises and/or historically underutilized businesses will be afforded full opportunity to submit SOQs in response to this invitation and will not be discriminated against on the basis of race, color, creed, gender, age, religion, national origin, mental or physical disability, veteran's status or political affiliation in consideration for an award.

D. CERTIFICATION

This Solicitation includes a certification page. Respondent must:

1. Furnish complete name, mailing address, telephone number and email of the individual duly authorized to execute contractual documents on behalf of the Respondent.
2. Furnish name of individual(s), along with respective telephone numbers and email addresses, who will be responsible for answering all questions.
3. Certify that they are a duly qualified, capable and otherwise bondable business entity not in receivership or contemplating same, and that they have not filed bankruptcy.

Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the respondent's offer.

E. CHANGES IN PERSONNEL

Should there be a change in key personnel included in the SOQ after the due date and time, but before a contract is awarded, Respondents must notify SJRA immediately. This may result in further evaluation. Should a change in key personnel occur after the contract is awarded, the Firm will be required to notify SJRA as soon as practicably possible. SJRA may terminate the Agreement for convenience should the change in key personnel be unacceptable to SJRA.

F. COMMUNICATION

To ensure the proper and fair evaluation of all SOQs, SJRA prohibits ex parte communication (e.g., unsolicited) initiated by the Respondent to SJRA board members, staff or management, from the date of advertisement of this solicitation to the time an award has been made by the Board, the General Manager, or his/her designee. Communication between Respondents and SJRA will be initiated by the appropriate Authority Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the SOQ. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration or award of the SOQ then in evaluation, and/or any future solicitation.

Unless otherwise specified, all requests for clarification or questions regarding a solicitation must be directed to the point of contact listed in the Brazos Valley e-Marketplace.

G. DISCLOSURE OF CONTENTS

At the due date and time there will be no disclosure of contents of any SOQ to competing Respondents, and all SOQs will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the Firm identifies as **CONFIDENTIAL** (as referenced in Section Q), all SOQs will be open for public inspection after the contract award.

H. DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any firm or person considering doing business with a local government entity disclose the firm or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict-of-Interest Questionnaire form is available from the Texas Ethics Commission (TEC) at [Texas Ethics Commission's Electronic Filing Application](#). Any completed Conflict of Interest Questionnaires shall be submitted to SJRA.

I. DISCLOSURE OF INTERESTED PARTIES

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by the SJRA Board before the contract may be signed; or (2) have a value of at least \$1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties certificate to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The process as implemented by TEC is as follows:

1. The Disclosure of Interested Parties certificate must be completed using the [Texas Ethics Commission's Electronic Filing Application](#) listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to SJRA.
2. The copy of Form 1295 submitted to SJRA must contain the unique certification number from the TEC. The form must be filed with SJRA pursuant to §2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to SJRA.
3. SJRA, in turn, will electronically acknowledge the disclosure form on the TEC website not later than the 30th day after the date SJRA receives the disclosure of interested parties from the business entity.

J. FUTURE EMPLOYMENT AND CONTRACTING

Any director, officer, investment officer, or employee of SJRA who, during his or her period of service or employment with SJRA, participated in a procurement or contract negotiation involving a person, firm, association, or corporation, is prohibited by law from accepting employment from that person, firm, association, or corporation before the second anniversary of the date service or employment with SJRA ceased. Further, a former director is prohibited by law from contracting with SJRA before the first anniversary of the date the director's service with SJRA ceased.

K. GIFTS

SJRA may, by written notice to the Respondent, disqualify the Respondent without liability if it is determined by SJRA that any gift or thing of value, whether in the form of money, services, credits, loans, travel, entertainment, hospitality, promise, or any other form, were offered or given by the Respondent or any agent or representative of the Respondent to any SJRA board member, staff or management with the intent of influencing such officer or employee as a reward for any decision, opinion, recommendation, securing the Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performance of the Agreement.

L. INDEPENDENT CONTRACTOR

Nothing in this solicitation is intended to be construed as creating an employer/employee relationship, a partnership or joint venture. The Firm's services shall be those of an independent contractor. The Firm agrees and understands that the Agreement does not grant any rights or privileges established for employees of SJRA. Firms shall not be protected nor covered within SJRA's Workers' Compensation Insurance, Health Insurance, Liability Insurance or any other insurance that SJRA, from time to time, may have in force.

M. INSURANCE REQUIREMENTS

SJRA's insurance requirements are provided in the Professional Services Agreement attached hereto as Exhibit A to this RFQ.

N. PERSONAL INTEREST

No officer, employee, independent consultant or appointed official of SJRA who is involved in the development, evaluation or decision-making process of this Solicitation shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Paragraph shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal.

O. PRIORITY OF DOCUMENTS

In the event there are inconsistencies between the RFQ terms and conditions, scope of work or Agreement terms and conditions contained herein, the latter will take precedence.

P. PROHIBITED FIRMS

1. SJRA will not conduct business with Respondents who have failed to comply with their contracts and/or who have been debarred from doing business with the State of Texas or the federal government.
2. Successful Respondent must affirm, in any resulting contract, that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of any resulting Contract. This section may not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more full-time employees and (ii) the Contract has a value of \$100,000.00 or more to be paid under the terms of the Contract.
3. Successful Respondent must affirm, in any resulting contract, that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.
4. Successful Respondent must affirm, in any resulting contract, that it does not boycott energy companies, and will not boycott energy companies during the term of the Agreement.
5. Successful Respondent must affirm, in any resulting contract, that it (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate against a firearm entity or firearm trade association during the term of the Agreement.
6. Successful Respondent must affirm, in any resulting contract, that it is not (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country.

Q. PUBLIC INFORMATION

All Responses are subject to be released as public information unless the Response or specific parts of the Response can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. SJRA assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

If a Respondent believes that a Response or parts of a Response are confidential, then the Respondent shall specify. The Respondent shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the Response which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Responses and parts of Responses that are not marked as confidential will be automatically considered public information.

R. RECEIPT OF SOQS

Statement(s) of Qualifications must be received by SJRA prior to the time and date specified. The time SOQs are received shall be determined by the electronic clock in the e-Marketplace System. Please note that SJRA is not responsible for high internet/email traffic/demand at or near the time the response packages are due and that firms submitting their response package during peak traffic times risk their submittal not being received by the due date and time.

S. REIMBURSEMENTS

There is no express or implied obligation for the San Jacinto River Authority to reimburse Respondents for any expenses incurred in preparing SOQs in response to this request and the San Jacinto River Authority will not reimburse firms for these expenses, nor will SJRA pay any subsequent costs associated with the provision of any additional information or presentation/interview, or to procure a Contract for these services.

T. REPRESENTATIONS AND RESPONSIBILITIES

By submitting an SOQ in response to this RFQ, Respondent represents that it has carefully read and understands all elements of this RFQ; has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the work; and has full knowledge of the scope, nature, quality and quantity of services to be performed.

By submitting an SOQ in response to this RFQ, the Respondent represents that it has not relied exclusively upon any technical details in place or under consideration for implementation by SJRA but has supplemented this information through due diligence research and that the Respondent sufficiently understands the issues relative to the indicated requirements.

The failure or omission of Respondent to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site or other details shall in no way relieve any Respondent from any obligations with respect to its SOQ or to the Agreement/Contract.

U. RESERVATIONS

SJRA reserves the right to request clarification or additional information specific to any response after all Responses have been received and the Solicitation due date has passed. Additionally, SJRA reserves the right to accept or reject all or part of any Response, waive any informalities or technical

inconsistencies, delete any requirement or specification from the Solicitation, or terminate the Solicitation when deemed to be in Authority's best interest.

V. RESPONSES BECOME PROPERTY OF SJRA:

Submissions received in response to this Solicitation become the sole property of SJRA.

W. RIGHT OF ACCEPTANCE AND REJECTION

The qualifications of a firm shall not deprive SJRA of the right to accept a SOQ, which in its judgment offers the best value to SJRA. In addition, SJRA reserves the right to reject any SOQ where circumstances and developments have, in the opinion of SJRA, changed the qualifications or responsibility of the firm.

X. RIGHT TO ASSURANCES

In the event SJRA, in good faith, has reason to question the intent of the Firm to perform as presented in the SOQ, SJRA may demand written assurances of the intent to perform as presented. In the event no written assurance is given within the time specified, SJRA may reject the SOQ.

Y. STANDARD FORM OF AGREEMENT

SJRA's Professional Services Agreement is attached as Exhibit A. Successful Firm(s) will be required to execute this Agreement. All Respondents shall be required to thoroughly read and understand the terms, conditions and provisions in this Agreement. The Respondent acknowledges that SJRA retains the right to revise the Professional Services Agreement in order to comply with legal or regulatory requirements. Proof of Certificates of Insurance and endorsements (initial \$1,000,000 for General Liability, Auto Liability and Professional Liability plus \$500,000 for Worker's Compensation) will be required before contract award. Upon issued Work Orders, firm(s) provide specific insurance coverage tied to Work Order dollar amounts found within Attachment C of the Professional Services Agreement, Exhibit A. Any exceptions taken to SJRA's Professional Services Agreement must be indicated in your response. Failure to note any exceptions will be acknowledgement that you accept the terms and conditions without modifications. SJRA may consider the proposed changes in the evaluation process.

Z. VENUE

Any contract awarded as a result of this RFQ shall be governed by and construed in accordance with the laws of the State of Texas, and venue for any action related to this contract will be Montgomery County, Texas.

AA. WITHDRAWAL OF SOQS BY RESPONDENT

1. Respondents may request withdrawal of an electronic sealed SOQ ***prior to the scheduled opening time*** by retracting the SOQ in the e-Marketplace System.
2. Respondents may request withdrawal of a hard copy sealed SOQ ***prior to the scheduled opening time*** by contacting the Procurement Representative in writing via email at jford@sjra.net.
3. No SOQ can be withdrawn after the time set for the receipt of SOQs and for a minimum of ninety (90) days thereafter.

BB. WITHDRAWAL BY SJRA

SJRA makes no guarantees or representations that any award will be made and reserves the right to cancel this solicitation for any reason, including:

1. Rejection of any and all SOQs received as a result of this RFQ.

2. Waiving or declining to waive any informalities and/or any irregularities in any statement of qualifications or responses received.
3. Negotiating changes in the Scope of Work or services to be provided.
4. Withholding the award of contract(s).
5. Selecting Firm(s) it deems to be most qualified to fulfill the needs of SJRA.
6. Terminating the RFQ process.

SPECIAL PROVISIONS

Special Provisions – Texas Water Development Board Bonds and Federal Grants

A. Compliance with Funding Requirements

SJRA must comply with all applicable federal, state, and local laws, regulations, and guidelines, including those set forth by the Texas Water Development Board (TWDB) and any federal granting agency providing funds for this project.

B. Audit and Financial Reporting

1. SJRA requires that auditing services be conducted within accordance of Generally Accepted Government Auditing Standards (GAGAS) and the Uniform Guidance (2 CFR Part 200), as applicable to federally funded projects.
2. SJRA must ensure compliance with TWDB financial reporting requirements and provide all necessary documentation, including financial statements and schedules, as required by TWDB and federal grant regulations.

C. Access to Records

SJRA may request audit findings be provided the TWDB, federal oversight agencies, and authorized representatives with full access to all records, documents, and work papers related to the auditing services performed under this contract for a period of at least three (3) years after the final audit report submission or longer if required by applicable regulations.

D. Certification of No Debarment or Suspension

SJRA may perform a search of the awarded audit firm and certify that neither it nor its principals are debarred, suspended, or otherwise excluded from federal or state contracting per the U.S. General Services Administration's System for Award Management (SAM) and the Texas Comptroller's Vendor Debarment List.

E. Cost Principles and Allowability of Costs

SJRA expects that all costs charged to the contract comply with federal cost principles, including allowability, allocability, and reasonableness, as outlined in 2 CFR Part 200 Subpart

BACKGROUND AND CURRENT CIRCUMSTANCES

A. SAN JACINTO RIVER AUTHORITY

SJRA was originally created by the Texas Legislature as the "San Jacinto River Conservation and Reclamation District" by House Bill No. 832, Chapter 426, of the General and Special Laws of the 45th Texas Legislature, Regular Session, 1937. In 1951, the Texas Legislature changed the name of the "San Jacinto River Conservation and Reclamation District" to the "San Jacinto River Authority." SJRA is a government agency whose mission is to develop, conserve, and protect the water resources of the San Jacinto River basin. Covering all or part of seven counties, the organization's jurisdiction includes the San Jacinto River watershed, excluding Harris County. This includes all of Montgomery County and parts of Walker, Waller, San Jacinto, Grimes, Fort Bend and Liberty Counties. SJRA is one of 10 major river authorities in the State of Texas, and like other river authorities, its primary purpose is to implement long-term, regional projects related to water supply and wastewater treatment.

SJRA's general offices are located at 1577 Dam Site Road, Conroe, Texas 77304. SJRA has six (6) major divisions: The General and Administrative Division, Flood Management Division, Lake Conroe Division, Woodlands Division, Highlands Division, and Groundwater Reduction Plan (GRP) Division. More information can be accessed here: <http://www.sjra.net/about/>.

B. CURRENT CIRCUMSTANCES

As per Section 49.191 of the Texas Water Code, SJRA is required to have an Annual Financial Audit. The requirement is an annual audit of SJRA's accounting records by a Certified Public Accountant (CPA) or Public Accountant (PA) holding a permit from the Texas State Board of Public Accountancy.

SJRA's fiscal year begins on September 1 and ends on August 31 for its financial operations. SJRA has an expenditure budget of \$181,222,079 and construction projects of approximately \$39,374,000 for FY2025.

SCOPE OF WORK

SJRA's general purpose financial statements will be audited in accordance with generally accepted auditing standards and Government Auditing Standards issued by the Comptroller General of the United States, and all federal and state single audit requirements. The auditing firm shall express an opinion concerning whether the general-purpose financial statements present fairly, in all material respects, the financial position of SJRA and all the results of its operations and the cash flows of its fund types for the year ended in conformity with generally accepted accounting principles.

The Auditor shall communicate in a letter to management of any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of internal control structure which could adversely affect SJRA's ability to record, process, summarize or report financial data consistent with the assertions of management in the financial statements. Reportable conditions that are also material weaknesses shall be identified in the report.

Non-reportable conditions discovered by the Auditor shall be reported in a separate letter to management, which shall be referred to in the report on internal controls.

The Auditor will assist in the preparation of an Annual Comprehensive Financial Report (ACFR).

Reports that are to be issued by the Auditing Firm:

- A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles (ACFR Report)
- A report on internal control over financial reporting and on compliance and other matters with based on an audit of financial statements performed in accordance with Governmental Auditing Standards (Internal Control Report)
- A report on compliance for each major program and on internal control over compliance and other accordance with Uniform Grants Management Standards and the State of Texas Single Audit Circular and on the Schedule of Expenditures of Federal and State Awards, if applicable (Single Audit)
- A report to the Texas Commission on Environmental Quality pursuant to Subchapter C of Title 30 Texas Administrative Code 37.271 (TCEQ Report)

The Auditors shall ensure that SJRA's Finance Committee is informed about 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
- Major issues discussed with management prior to retention
- Difficulties encountered in performing the audit

All working documents and reports must be retained, at the Auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by SJRA of the need to extend the retention period. The Auditor will be required to make working papers available upon request.

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

Anticipated Schedule

The anticipated 2025-2026 schedule for this project is as follows:

- Contract Award by SJRA – June 2025
- Initiate Financial Audit (begin interim field work)– June 2025
- Field Work Completed – November 2025
- Annual Comprehensive Financial Report (ACFR) Completed – December 2025
- Presentation of Findings to SJRA Finance Committee – January 2026
- Presentation of Findings to SJRA Board of Directors – January 2026

Each following year we will have a similar schedule.

SUBMISSION REQUIREMENTS

SJRA requires comprehensive responses to every section within this RFQ. To facilitate the review of the responses, Respondents shall follow the format described. The intent of the RFQ format is to expedite review and evaluation. It is not the intent to constrain Respondents with regard to content, but to assure that the specific requirements set forth in this RFQ are addressed in a uniform manner amenable to review and evaluation.

Any SOQ that does not meet all the minimum requirements contained herein will be considered non-responsive and will not be evaluated. These minimum requirements are considered pass or fail criteria and include:

- 1. SOQs must be received by the due date and time;**
- 2. The page limitations noted below must be strictly adhered to; page limits do not apply to a cover letter, tabs, forms, or comments on the Professional Services Agreement.**

3. Certification must be signed and returned with the SOQ; including acknowledgement of any addenda issued.

SOQs that pass the minimum requirements listed above will be evaluated, rated, and ranked, in accordance with the criteria provided below. SJRA may request additional information, site visits, interviews, or presentations from the Respondent as part of the evaluation process.

The SOQ format shall be clearly identified in the responses and conform to the criteria as outlined in “A” through “E”, below. There are no specific requirements on spacing, margins, etc.; however, all text and figures must be clearly legible when the PDF is printed. All text shall be no smaller than 10-point. File size limitation in the e-Marketplace system is 100MB or less. Each page should be letter-sized (8.5 x 11 inches).

A. FIRM INTRODUCTION (10 points, 2 page maximum)

Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm (including staff certifications), including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core team which will undertake this engagement.

B. EXPERIENCE OF THE FIRM WITH SIMILAR WORK (30 points, 2 page maximum)

SJRA is interested in the Firm's history with similar projects as described in the solicitation. Include the history of work performed for other governmental or public entities. **List no more than five projects meeting these criteria which have been completed within the last five years.** Include for each project description, the firm's role, relevant staff on the organizational chart who participated in the project and their roles, the cost of the project, year(s) the work was performed, and name and contact information of the project client's contact who can respond to questions about the work. Include explanation of how these projects are relevant to this solicitation.

C. PROPOSED AUDIT MANAGER (30 points, 1 page maximum)

SJRA is interested in the individual's experience as an audit manager on projects similar to that described in the solicitation. Only one individual should be designated as Audit Manager and must be a CPA or PA holding a permit from the Texas State Board of Public Accountancy at the time of submission and must be employed by the Respondent and not by a proposed sub-consultant. Demonstrate project management experience, technical competency, qualifications and compliance with legal requirements including:

- (a) documented experience managing projects similar to the work described in the solicitation;
- (b) descriptions and examples of specific projects or studies of a similar nature completed by the individual as described in the solicitation and their role in the work (minimum three (3), five (5) preferred);
- (c) educational background;
- (d) license status, to include Texas registration number and expiration date;
- (e) formal training plus any certifications and/or accreditations received from organizations; other credentials relevant to the profession; and
- (f) availability and other commitments (specific projects including role on, and duration of each) over next 12 to 36 months.

D. SUPPORT PERSONNEL EXPERIENCE (20 points, 1 page maximum)

SJRA is interested in the technical qualifications and experience of the individual audit team members of the Firm who will support the Audit Manager. Demonstrate technical competency and qualifications in list format with the following information:

- (a) proposed role on project;
- (b) location;
- (c) years of experience;
- (d) educational background;
- (e) license status, to include Texas registration number and expiration date where applicable; and
- (f) summary of relevant experience.

E. ABILITY TO RESPOND PROMPTLY TO SJRA'S REQUESTS FOR SERVICES (10 points, 1 page maximum)

Describe the Firm's procedures and ability to respond to work requests for both scheduled and emergency-type services.

G. COMMENTS/CHANGE REQUESTS TO STANDARD FORM OF AGREEMENT

A copy of SJRA's Professional Services Agreement is attached to the RFQ. SJRA retains the right to revise the Professional Services Agreement to comply with legal or regulatory requirements. Please provide any comments or change requests to the Agreement with the SOQ submittal. Failure to submit requested changes will affirm the Firm's willingness to execute the Agreement without modification.

H. LITIGATION DISCLOSURE

Each Respondent shall include in its Proposal a complete disclosure of any material civil or criminal judgements, litigation or pending investigations which involves the Respondent, arising or occurring within the last 6 years.

If the proposed Audit Manager has worked at another firm within the last 6 years, Respondent shall provide a complete disclosure of any civil or criminal judgements, litigation or pending investigations involving proposed Project Manager while at the preceding firm.

EVALUATION AND SELECTION PROCESS

SJRA has attempted to provide a comprehensive statement of requirements through this solicitation for the work contemplated. Written SOQs must present Respondent's qualifications and understanding of the work to be performed. Respondents are asked to address each evaluation criteria and to be specific in presenting their qualifications. SOQs must be as thorough and detailed as possible so that SJRA may properly evaluate capabilities to provide the requested services.

SJRA reserves the right to award contract(s) to one or more providers pursuant to this RFQ. SJRA will first select the most highly qualified respondent(s) for the services on the basis of demonstrated competence and qualifications; and then attempt to negotiate a contract with provider(s) at a fair and reasonable price. If a satisfactory contract cannot be negotiated with the most highly qualified provider(s) for the services, SJRA will formally end negotiations with that provider; select the next most highly qualified provider; and attempt to negotiate a contract with that provider at a fair and reasonable price. SJRA will continue this process to select and negotiate with provider(s) until a contract is entered into.

By submission of an SOQ, Respondent acknowledges acceptance of the evaluation process, the evaluation criteria, scope of work, approach and methodology, and all other terms and conditions set forth in this RFQ. Further, Respondents acknowledge that subjective judgements must be made by SJRA during this process.

A. CLARITY AND QUALITY OF SOQ

Pass/Fail

Respondents must provide comprehensive responses to every section within this RFQ in the described format. It is not the intent of SJRA to constrain Firms with regard to content, but to assure that the specific requirements set forth in this RFQ are addressed in a uniform manner amenable to review and evaluation. Failure to do so may result in your SOQ being disqualified from further review and consideration.

B. EVALUATION CRITERIA

SJRA will select one or more Firms based on demonstrated competence and qualifications. SJRA has established specific, weighted criteria for selection. This section presents the evaluation criteria, description, and relative weight assigned to each (100 points maximum). SJRA will evaluate each Respondent's responses to the requirements contained in this RFQ.

- | | |
|---------------------|--|
| A. 10 Points | Firm Introduction |
| B. 30 Points | Experience of the Firm with similar work |
| C. 30 Points | Proposed Audit Manager |
| D. 20 Points | Support Personnel Experience |
| E. 10 Points | Ability to respond promptly to SJRA's requests for services |

100 POINTS

TOTAL POINTS AVAILABLE

C. REFERENCE CHECKS

SJRA reserves the right to check any reference(s), regardless of the source of reference information. Information may be requested and evaluated from references. SJRA reserves the right to use a third party to conduct reference checks. Reference checks may only be performed for top scoring Respondents, at the discretion of the SJRA, and negative references may eliminate Respondents from further consideration.

D. INITIAL EVALUATION AND RANKING

Following the SOQ evaluation(s), SJRA will compile the final scores. If the Evaluation committee determines that clarifying information is not required, the evaluation process is complete. The award recommendation will be made for the Respondent(s) which, in SJRA's opinion, are the most highly qualified.

E. INVITATIONS FOR ORAL INTERVIEWS/PRESENTATIONS

The Evaluation committee may conclude after completion of the SOQ evaluation(s) that oral interviews or presentations are required to determine the most qualified Respondent(s). The selection of firms to make presentations or participate in interviews will be based on the initial evaluation and ranking. Respondents may not necessarily be extended an invitation for presentations or oral interviews. SJRA reserves the right to select Firms for presentations or interviews that are most susceptible to being selected for an award of a contract.

F. ORAL INTERVIEWS, PRESENTATIONS OR DEMONSTRATIONS (OPTIONAL)

Selected respondents may be given an opportunity for oral interviews, presentations, or demonstrations. The presentation process will allow Respondents to demonstrate their SOQ offering and explain and/or clarify any unusual or significant elements related to their SOQs. At this stage, Respondents shall not be allowed to alter or amend their SOQs. The Evaluation committee will score each presenting Respondent.

15 POINTS

ORAL INTERVIEWS

G. FINAL EVALUATION AND RANKING AFTER ORAL INTERVIEWS/PRESENTATIONS

The Evaluation committee will make its recommendation for award to the most highly qualified Respondent(s) based on a combination of the evaluation criteria and the oral interview, presentation, or demonstration (if utilized). Final Total Score will be determined using the following formula:

Initial Evaluation Score + Oral Interview/Presentation Score = Final Total Score.

CERTIFICATION AND ACKNOWLEDGEMENT

The undersigned, as an authorized agent of the Respondent, hereby certifies:

The Respondent is in receipt of _____ addenda.

The Respondent certifies:

- that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the Contract. This section does not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract pursuant to Texas Government Code, Chapter 2271, Section 2271.002.
- that it does not do business with Iran, Sudan, or a foreign terrorist organization pursuant to Texas Government Code, Chapter 2252, Section 2252.153.
- that it does not boycott energy companies, and will not boycott energy companies during the term of the Agreement pursuant to Texas Government Code, Chapter 2276, Section 2276.002.
- that it (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate against a firearm entity or firearm trade association during the term of the Agreement pursuant to Texas Government Code, Chapter 2274, Section 2274.002.
- that it is not (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country pursuant to Texas Government Code, Chapter 2275.
- that it is qualified to perform the work and services outlined in this RFQ.
- that the SOQ has been arrived at independently and submitted without collusion with any other Respondent, SJRA staff or SJRA contractor, and the contents of the SOQ have not been communicated by the Respondent or, to the Respondent's best knowledge and belief, by any one of its employees or agents to any person not an employee or agent of the Respondent, and will not be communicated to any person prior to SJRA's final action on this RFQ prior to contract award. Nothing in this paragraph shall be construed to prevent or preclude two or more companies or persons from joining together to submit a SOQ for the work.
- that the offers, terms and conditions of the SOQ will remain valid and effective and may be relied upon by SJRA for a period of ninety (90) days following the SOQ closing date and time as identified in this RFQ or addenda.
- that it has provided disclosure of all known claims for losses, damages, or indemnification, including any settled, threatened, or ongoing litigation, as required in Submission Requirements.

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Email: _____

Remit Address: _____

P.O. Box or Street

City

State

Zip

Federal Tax ID No.: _____ DUNS No.: _____

Date: _____

EXHIBIT A
SJRA PROFESSIONAL SERVICES AGREEMENT

*** Download within Brazos Valley e-Marketplace ***