



GRAND COUNTY REQUEST FOR PROPOSALS

FOR

FINANCIAL ADVISOR SERVICES

Proposals are due by:

May 28, 2024 at 4:00 p.m.

ELETRONIC SUBMISSIONS:

Proposals may be submitted by emailing all required information to gwoytek@grandcountyutah.net with the subject line titled "Financial Advisor Services."

Proposals submitted via email will not be reviewed until after the submission deadline.

OR

MAIL OR HAND DELIVER SUBMISSIONS:

Clerk/Auditor's Office
Gabriel Woytek, Clerk/Auditor
125 E. Center Street
Moab, UT 84532

"Financial Advisor Services," must appear on the outside of the envelope

For technical inquires contact: Gabriel Woytek, Grand County Clerk/Auditor,
gwoytek@grandcountyutah.net, (435) 259-1322.

IMPORTANT NOTICE TO ALL RESPONDENTS: *Grand County reserves the right to: disqualify incomplete solicitations, waive minor defects as it deems applicable in the written solicitations, request additional information from any respondent, change or modify the scope of the project at any time without penalty, negotiate terms with one or more of the respondents, reject any or all proposals without penalty, and take any steps necessary to act in the County's best interest. The County also reserves the unilateral right to order, in writing, changes in the work within the scope of the contract and changes in the time of performance of the contract that do not alter the scope of the contract work. Proposals will not be considered for award if received by Grand County after the official closing date and time.*

I. Introduction

Grand County, Utah is seeking proposals from qualified individuals and firms to provide “as needed services” financial advisor services. The selected individual or firm will work with the Grand County Audit Committee (“Audit Committee”) to review and evaluate the County's financial statements, the external audit, and the County's internal audit activities. Experience in governmental accounting procedures, modified accrual accounting methods, and financial reporting will be heavily weighted in selection of contractor.

Grand County will endeavor to negotiate a contract with the successful respondent. The initial term of the contract will be for a period of one-year. Grand County may, at its option, extend or renew the Agreement for two additional one-year periods on the same terms and conditions.

II. Scope of Work

Financial advisor services include but are not limited to the following:

1. Participate in meetings of the Audit Committee, which currently consists of three County Commissioners.
2. Examine the financial statements and audit reports, in coordination with the Audit Committee;
3. Assist the Audit Committee with overseeing and advising on audit activities (internal and external) performed for the County;
4. Participate in the Audit Committee's review of financial statements and audit reports;
5. Express an opinion on the fair presentation of its basic financial statements in conformity with auditing standards and accounting principles generally accepted in the State of Utah;
6. Review and provide feedback regarding the County's quarterly financial reports throughout the Fiscal Year, upon request from the Audit Committee;
7. Assist the Audit Committee in reviewing the County's accounting and financial reporting processes, financial internal controls, internal financial audit function and audits of the County's financial statements;
8. Reviewing audit progress, audit results, and providing independent advice to the Audit Committee regarding these audits;
9. Assist the Audit Committee in reviewing and analyzing documents and reports from the internal and external auditors;
10. Participate in reviews of the audit progress, audit results, and provide independent advice to the Audit Committee regarding these audits; and
11. Provide technical advice throughout the year, as requested by the Audit Committee.

III. Submission Requirements

Interested parties should include the following information in their proposal submission:

1. The full legal name, legal status (individual, corporation, partnership, sole proprietorship, limited liability company, etc.), address, telephone number, and email address of the respondent;
2. A letter of interest that includes the following:
 - a. statement re. the respondent's willingness to enter into a contract with the County, if selected;
 - b. brief narrative that specifically addresses the interested party's experience and capability to successfully perform the required services as summarized herein;
 - c. description of any relevant experience and previous work experience emphasis given to work within local government finance and audits; and
 - d. qualifications and experience to perform work for this project, including education, licenses or certifications, and any other information that would be useful to reviewers in selecting a Financial Advisor Consultant;
3. Cost/Fee Breakdown. The respondent shall propose a fee for these services, quoted at a standard hourly rate, which will include all reasonable out-of-pocket costs; and
4. Form I. Public Records Law (attached).

IV. Submittal Instructions

Submissions will be accepted by mail, hand delivery or email.

Mail or Hand Delivery:

Send/deliver one (1) copy of the proposal to the Grand County Clerk-Auditor's Office at 125 East Center St., Moab, Utah 84532 no later than **May 28, 2024 at 4:00 p.m.** The sealed envelope must be labeled with submitter's contact information and labeled "Financial Advisor Services."

OR

Electronic:

Email proposals to gwoytek@grandcountyutah.net with the subject line titled "Financial Advisor Services." Proposals submitted via email will not be reviewed until after the submission deadline.

V. Selection Process

Selection Schedule: Each proposal will be reviewed and considered by a selection committee after the submission deadline. The selection committee will be comprised of the Audit Committee may include other elected officials and County staff. The committee will evaluate the proposals and rank each proposal on the considerations noted in this RFP. The committee

may request the top respondents to attend an interview and provide additional information to the committee.

Respondents are hereby advised of the following schedule and will be expected to adhere to the required dates and times:

Action	Date
RFP available to prospective respondents	May 13, 2024
Deadline for proposal submission	May 28, 2024, 4:00 p.m.
Evaluation of proposals	June 2024 Audit Committee Meeting (TBD)
Contract awarded	June 18, 2024 (anticipated award date)

Areas of Consideration in the Selection Process: The selection of the successful respondent will be based upon the following criteria:

1. The professional competence, experience, and qualifications of the respondent of the Candidate.
2. Experience with local government finances including evaluation of financial statements and internal and external audit functions.
3. Total cost to the County.
4. Willingness to perform in an informal advisory capacity to the Audit Committee.
5. Knowledge and understanding of technical and complex financial reporting.
6. Knowledgeable about internal controls, financial statement audits and management/operational audits.
7. Familiarity with accounting, auditing, and financial reporting.

FORM I Public Records Law

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Upon selection of the award, submittals become “public records” and shall be subject to public disclosure consistent with the Governmental Records Management Act. Those who submit must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

If you submit information exempt from public disclosure, you must identify with specificity which page(s)/paragraph(s) of your proposal package is (are) exempt from the Governmental Records Management Act and identify the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly. By submitting an offer in response to this solicitation, you specifically agree to defend and indemnify Grand County, County Commission, and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Date: _____

Requirements/Standards Governing RFP

SCOPE: The following terms and conditions, included in this section shall govern the submission of proposals. Any conflict with the terms and conditions contained in this section shall be controlled by the stricter term or condition. The County reserves the right to reject any proposals, which takes exception to the terms or conditions in this document.

COMPLETING PROPOSALS: Proposals must be submitted with the required forms herein and all forms must be completed in accordance with the instructions. Any and all corrections and/or erasures must be initialed and dated by the respondent. Each proposal must be signed by an authorized respondent and all required information must be provided. Each respondent may submit only one (1) proposal. The contents of the proposal submitted by the successful respondent will become part of any contract awarded as a result of this request.

ADDENDUM: All changes in connection with this request for proposals will be issued by the County's in the form of a written addendum. Signed acknowledgment of receipt of each addendum should be submitted with the proposal response.

TAX EXEMPT: Grand County is exempt from federal and state taxes. DO NOT include taxes in the proposal.

LATE PROPOSALS AND MODIFICATIONS OR WITHDRAWALS: Proposals received after the date and time indicated on the cover sheet shall not be considered and shall be returned (unopened if sealed) if the respondent is identified on the proposal envelope. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted to the County prior to the proposal submission deadline. After proposal opening no changes in proposal prices or other provisions of proposals prejudicial to the interest of the County or fair competition shall be permitted.

NEGOTIATION: The County reserves the right to negotiate any and all elements of this proposal.

TIME LIMIT TO EXECUTE CONTRACT: The respondent must successfully execute a contract within the specified time after the County's notification to enter into contract. If the respondent fails to execute a contract within the required time, award to that respondent may be withdrawn and award made to the next highest rated respondent.

CODES AND REGULATIONS: All deliverables and work within the scope of this request shall be completed by the respondent in conformance with all applicable codes and regulations.

ASSIGNMENT OF CONTRACTUAL RIGHTS: Successful respondent shall not assign, transfer, convey or otherwise dispose of any contractual rights derived from this quotation request or its right, title or interest in or to the same, or any part thereof, without the previous written consent of Grand County.

COLLUSIVE PROPOSALS: The respondent certifies, by submission of a proposal, that their proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same products or services with prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. Any evidence of collusion among respondents and prospective respondents acting to illegally restrain freedom of competition by agreement to offer a fixed price, or otherwise, will render the proposals of such respondent void.

CONFLICT OF INTEREST: The award hereunder is subject to provisions of Utah State Statutes and Grand County ordinances and policies. All respondents must disclose with their proposal the name of any officer, director, or agent who is also an employee of Grand County, Utah. Further, all respondents must disclose the name of any Grand County employee who owns, directly or indirectly, any interest in the respondent's firm or any of its branches.

No person involved in making the award decisions may have personal investments in any business entity that will create a substantial conflict between their private interests and their public duties. Any person involved in making procurement decisions is guilty of a felony if the person asks, receives, or offers to receive any emolument,

gratuity, contribution, loan, or reward, or any promise thereof, either for the person's own use or the use of benefit of any other person or organization from any person or organization interested in selling to the County.

DISCLAIMER OF LIABILITY: Grand County or any of its agencies will not hold harmless or indemnify any respondent for any liability whatsoever.

HOLD HARMLESS: The respondent agrees to protect, defend, indemnify, and hold the Grand County, and its officers, council members, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission, or negligent act of the respondent, its agents, employees or representatives, in the performance of the respondent duties under any agreement resulting from award of this proposal. The respondent further shall agree to investigate, handle, respond to, provide defenses for and defend any such claims, etc., even if such claim is groundless, false or fraudulent.

ANTI-DISCRIMINATION CLAUSE: No respondent on this proposal request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

PUBLIC RECORD: Grand County is governed by the Governmental Record Management Act (except from exemptions allowed by state law). Information or data pertinent to the respondent's proposal and of a confidential nature must be bound and placed in a separate sealed envelope and included with each copy of the respondent's proposal. Grand County requests that a minimum amount of confidential material be used by the respondent in preparing responses to the proposal. Materials consisting merely of general descriptive information will not be considered confidential under any circumstances.

INCURRED EXPENSES: This proposal does not commit Grand County to make an award, nor shall the County be responsible for any cost or expenses which may be incurred by any respondent in preparing and submitting any offer, or expenses incurred by any respondent prior to the execution of a purchase order or contract agreement.

NO WAIVER OF FUTURE RIGHTS: No provision in this document or in the respondent's proposal shall be construed, expressly or by implication, as a waiver by Grand County of any existent or future right and/or remedy available by law in the event of any claim or default or breach of contract.

RFP DISCLAIMER. Grand County reserves the right to disqualify incomplete proposals, waive minor defects, as it deems applicable, in the written proposals, to request additional information from any respondent, change or modify the scope of the project at any time, without any penalty, negotiate terms with one or more of the respondents, reject any or all proposals, without a penalty, and take any steps necessary to act in the County's best interest. The County also reserves the unilateral right to order, in writing, changes in the work within the scope of the contract and changes in the time of performance of the contract that do not alter the scope of the contract work.