



CENTRAL VIRGINIA PARTNERSHIP FOR ECONOMIC DEVELOPMENT

REQUEST FOR PROPOSALS

Fiscal Year 2019
Audit Services

Release Date: January 8, 2019

Submission Deadline: February 1, 2019 by 5:00 PM EST

UVA Research Park
1001 Research Park Blvd, Suite 301
Charlottesville, VA 22911
(434) 979-5610 x 100
www.centralvirginia.org

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The Central Virginia Partnership for Economic Development (Partnership) is requesting audit and tax proposals from Certified Public Accounting firms with experience providing audit and tax services to not-for-profit organizations that receive federal funding.

This document constitutes the official Request for Proposal (RFP) format and all terms and conditions shall become, through incorporation by reference, a part of any contract or contracts entered in furtherance hereof.

The Partnership is an Equal Opportunity Employer. Auxiliary aids and services are available for individuals with disabilities. TDD/TTY: 711. Virginia Career Works-Piedmont Region (formerly called Piedmont Workforce Network) is funded by the U.S. Department of Labor.

Proposals, including **twelve (12) copies** with **signatures** and a **jump drive** with an electronic version of the submission, must be **received** in the Partnership office **no later than 5:00 PM EST on Friday, February 1, 2019.** Proposals can also be submitted electronically in a PDF version to Helen Cauthen at hcauthen@centralvirginia.org. The Partnership will acknowledge receipt of any electronic proposal received. Proposals can be received in person or mailed at the following address:

Central Virginia Partnership for Economic Development
Attn: Helen Cauthen
UVA Research Park
1001 Research Park Blvd, Suite 301
Charlottesville, VA 22911

Incomplete proposals or any proposals received after 5:00 PM EST on Friday, February 1, 2019 WILL NOT BE CONSIDERED and will be returned **WITHOUT EXCEPTION.**

Technical assistance concerning this Request for Proposal and its submission is available by contacting:

Helen Cauthen
(434) 979-5610 x 100
hcauthen@centralvirginia.org

PURPOSE

- A. The purpose of this Request for Proposals (RFP) is to establish a contract through competitive negotiation for the professional services of a certified public accounting firm. Such firm's principal officers are to be independent certified public accountants (CPAs), certified or licensed by a regulatory authority of the Commonwealth of Virginia or other political subdivision of the United States, and hereinafter referred to as the "auditing firm."
- B. The contract will be for the audit of Fiscal Year 2019, beginning July 1, 2018 and ending June 30, 2019. The resulting contract for services will be between the Partnership and the auditing firm. The contract will be for one year with an option for two additional two-year renewals at the discretion of the Partnership.

BACKGROUND

Central Virginia Partnership for Economic Development (Partnership) is a not-for-profit, 5 (c)(6), public/private organization serving as the regional economic development organization for Charlottesville and the Counties of Albemarle, Culpeper, Fluvanna, Greene, Louisa, Madison, Nelson and Orange. Combining the resources and involvement of private businesses, educational institutions and local governments, the organization is uniquely positioned to foster job creation and new capital investment in the region. The Partnership's mission is to expand investment in a strategic, responsible and sustainable manner to provide career ladder jobs for the region's workforce.

The **Central Virginia Partnership Foundation** (Foundation) is a separate 501(c)(3) organization formed to support the Partnership and its program activities.

The Partnership serves as the fiscal agent to three other entities:

1. **Virginia Career Works-Piedmont Region** (formerly called Piedmont Workforce Network or PWN). VCW-Piedmont is responsible for overseeing the delivery of training programs authorized under WIOA legislation within the City of Charlottesville and the Counties of Albemarle, Culpeper, Fauquier, Fluvanna, Greene, Louisa, Madison, Nelson, Orange and Rappahannock. These eleven jurisdictions comprise Local Workforce Development Area 6 (LWDA6). Funds allotted under WIOA and funding streams are used to implement programs to prepare low income adults, dislocated workers, and youth with barriers to employment or education for self-sufficiency by providing job search assistance, occupational skills training, on-the-job training and other career counseling.

2. **GO Virginia Region 9 Council**

GO Virginia offers grant funding for qualified regional economic development projects to encourage collaboration between private industry, higher education, and local governments. This program is funded by the Commonwealth of Virginia.

3. **Central Virginia Small Business Development Center (CVSBDC)**

The Central Virginia SBDC provides entrepreneurial training and technical assistance to small businesses within the region. Matching funds for this program are provided by the U.S. Small Business Administration.

The Partnership uses QuickBooks and WIBEQ for reporting and maintenance of accounting records. Accounting data from prior years (audit reports, management letters, etc.) are accessible to authorized Federal and awarding agency staff and verifiable for monitoring, reporting, audit and evaluation purposes. The Partnership has 7 employees currently. Federal programs under WIOA and other federal funding sources are subcontracted to Goodwill of the Valleys for the entire area.

AUDIT SCOPE AND TIMING

The Partnership requests a bid to provide the following in accordance with generally accepted auditing standards (GAAP) for year ended June 30, 2019:

A. Year End Combined Audit including:

- Financial Statement(s);
- Schedule of expenditures of Federal Awards;
- Summary Schedule of Prior Audit Findings (*if prior findings exist*);
- Opinion on Financial Statements;
- Report on Internal Control;
- Report on Compliance;
- Report on Internal Control- A-133;
- Report on Compliance- A-133;
- Schedule of Findings and Questioned Costs;
- Corrective Action Plan (if findings);
- Opinion or Disclaimer of Opinion on Schedule of Federal Awards;
- Any other reports as required by OMB's Uniform Grant Guidance;
- File the audit with the [Federal Audit Clearinghouse](#); and

B. Preparation of the IRS Form 990, Tax Return of Organization Exempt from Income Tax for both the Partnership and Foundation.

The Firm shall provide approximately 15 bound copies of the audited financial statements and 30 copies of the management letter. Also, one unbound copy of the audit and a digital copy of the combined audit and both 990's.

A representative of the auditing firm will be required to be present at an Audit Committee and a meeting of the Board of Directors after completion when the audit is presented to for acceptance. A representative should also be available to answer questions if they arise throughout the year.

The auditing firm is required to retain working papers and reports for a minimum of three years after the date of issuance of the auditor's report(s) to the Partnership, unless the auditing firm is notified in writing by the cognizant agency for audit, oversight agency for audit or pass-through entity to extend the retention period. Records retention procedures for the Partnership are conducted in accordance

with 2 CFR 200.333, which requires that records be retained for three years from the date of submission of the final expenditure report for the program year in question.

If the auditing firm becomes aware that the Federal awarding agency, pass-through entity, or the Partnership is contesting an audit finding, the auditing firm shall contact the parties contesting the audit finding for guidance prior to destruction of the working papers and reports.

Audit working papers shall be made available upon request to the cognizant or oversight agency for audit or its designee, a Federal agency providing direct or indirect funding, or GAO at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to working papers includes the right of Federal agencies to obtain copies of working papers, as is reasonable and necessary.

The Partnership reserve the right to conduct any review to assure services conform to these specifications.

The auditing firm shall submit the independent auditors' reports to be delivered to the Partnership in final form on or before **December 31, 2019**.

All fieldwork shall be performed in a reasonable and timely manner and shall be completed between August 25, 2019 and November 30, 2019.

PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

PROPOSAL PREPARATION

- A. No portion of the work shall be subcontracted without the prior written consent of the Partnership. In the event that the auditing firm desires to subcontract some part of the work specified herein, the auditing firm shall clearly state its intentions and furnish the names, qualifications, and experience of the proposed subcontractors as part of their signed proposal.
- B. Proposals shall be signed by an authorized representative of the auditing firm. All information requested must be submitted. Failure to submit all information requested may result in the Partnership requiring prompt submission of omitted information and/or giving a lower evaluation of the proposal. Proposals, which are substantially incomplete, or lack key information, may be rejected by the Partnership. Mandatory requirements are those required by law or regulation, and are such that they cannot be waived and are not subject to negotiation.
- C. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- D. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered.
- E. Each copy of the proposal should be bound, or contained in a single volume/file where practical. All documentation submitted with the proposal should be contained in that single volume/file.
- F. Ownership of all data, materials and documentation originated and prepared for the Partnership pursuant to the RFP shall belong exclusively to the Partnership and are subject to public inspection in accordance with the Virginia Freedom of Information Act.

Trade secrets or proprietary information submitted by an applicant shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the applicant must invoke the protection of Section 11-52D of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method, such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire proposal document, line item prices, and/or total proposal prices, as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

- G. Since this is a professional services solicitation, applicants are not required to submit a cost schedule with their proposal but may do so. The cost will not be considered in the evaluation for the proposal.

ORAL PRESENTATIONS

Applicants who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Partnership's Audit Committee. This provides an opportunity for applicants to clarify or elaborate on their proposal. This is a fact-finding and an explanation session only and does not include negotiation. The Partnership will schedule the time and location of these presentations. *Oral presentations are an option of the Partnership and may or may not be conducted.*

SPECIFIC PROPOSAL REQUIREMENTS

Proposals should be as thorough and detailed as possible so that the Partnership may properly evaluate the applicant's capabilities to provide the required services. Applicants are required to return this complete RFP, with the RFP cover sheet and addenda, if any, signed and filled out as required.

Applicants are required to submit the following items as a complete proposal:

- A. *Qualifications and experience of Auditing Firms:* The applicant shall provide an overview of its organization including its qualifications to perform the audit and the firm's experience with auditing the Workforce Innovation and Opportunity Act funds, federal grant auditing and political sub-division audits in the Commonwealth; the years the firm has been in business, and the number and location of offices in the U.S. The applicant shall disclose the identity of any parent corporation and any subsidiaries, if appropriate, and of any subcontractors. The applicant shall certify that:
 - 1. They are an independent firm, as defined by applicable auditing standards,
 - 2. They have not been suspended or debarred from performing government audits, or from other government activity, and
 - 3. They have not been the object of any disciplinary action during the past three years. The applicant shall briefly describe any peer reviews conducted within the last three years and the results of such reviews.

- B. *References from other clients that pertain to prior project experience encompassing the same or similar requirements as set forth in the Statement of Needs:*
 - 1. Supply three (3) project references, which must include company name, address, phone number and contact person.
 - 2. For each referenced project, the applicant shall provide a description of the work performed, the time period of the project, the staff-months expended, and the scheduled and actual completion dates of the project.

- C. *Quality and experience of Applicant, and any Subcontractor personnel to be assigned to the project:* Names, qualifications and experience of specific personnel to be assigned to the project are required. Resumes including relevant experience and continuing professional education for each supervisory person to be assigned to perform the audit are also to be provided.

- D. *Methodology*: The applicant shall provide a narrative describing in general detail the procedures that will be followed to plan, conduct, and report the results of the audit and how these activities will be coordinated with the Partnership Staff.
- E. *Capability*: The auditing firm shall provide a narrative describing in general detail the methods that will be used during the conduct of the audit that will result in by-products such as: improved processes, technical assistance, and cooperative problem solving.
- F. *Other Criteria - Small Business, Women or Minority Owned Business Participation*: The applicant shall indicate if they are a small, women or minority owned business. To the extent that the applicant proposes to subcontract with a small business, women or minority owned business, describe the degree of participation in terms of percent of contract hours and fees and the applicant's plan to involve the subcontracting firm in the audit. Any assignment of the contract in whole or part must be pre-approved by the Partnership. Additional points will be given to those applicants who are considered a small business, women or minority owned business or to those who subcontract with the aforementioned businesses.

EVALUATION CRITERIA

Submitted proposals shall be evaluated by the Partnership using the following criteria that shall also apply to, and be use to evaluate, the applicant's subcontractors (if applicable):

	Criteria	Point Value
1.	Qualifications and experience of applicant in providing auditing services	40
2.	References from other clients	5
3.	Quality and experience of personnel to be assigned to the projects	30
4.	Methodology (applicant's approach in accomplishing financial and compliance audits)	20
5.	Capability (applicant's approach in accomplishing audits that improve the client's processes, coordinate auditing with technical assistance, suggestions to implement solutions to ensure problems do not persist and demonstrate cooperative, timely, and appropriate methodology)	5
	TOTAL	100
	Bonus	Point Value
6.	Small Business, Women or Minority Owned Business Participation (applicant's engaging in such business)	2 <i>(if applicable)</i>

The Partnership shall engage in individual discussions with qualified offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible and non-binding cost estimates may be discussed. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts.

The Partnership shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious; negotiations shall then be

conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the Partnership can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the Partnership determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

AWARD OF CONTRACT

An award shall be made to the responsible firm whose proposal is determined in writing to be the more advantageous to the Partnership taking into consideration the evaluation factors set forth in the RFP. The contract file shall contain the basis on which the award is made. The award of a contract shall be at the sole discretion of the Partnership. The award shall be based on the evaluation of all information as the Partnership may request. The Partnership reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality in the RFP. Further, the Partnership reserves the right to enter into a contract deemed to be in its best interest.

GENERAL TERMS AND CONDITIONS

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The auditing firm shall comply with all applicable federal, state and local laws, and rules and regulations.

ANTI-DISCRIMINATION: By submitting their proposals, auditing firms certify to the Partnership that they will conform with the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, and where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and Section 2.2-4310 of the Virginia Public Procurement Act.

During the performance of this contract, the auditing firm agrees as follows:

- The auditing firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the auditing firm. The auditing firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- The auditing firm, in all solicitations or advertisements for employees placed by or on behalf of the auditing firm, will state that such auditing firm is an equal opportunity employer.
- Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.

ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, auditing firms certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other auditing firm, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred with any employee having official responsibility for this procurement transaction, and have not received any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. The auditing firm and any related organizations will not be allowed, during the contract period, to perform or submit proposals on accounting, consulting, compilation and review, or any other services for the Partnership.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, auditing firms certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their proposals, auditing firms certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the auditing firm conveys, sells, assigns, and transfers to the Partnership all rights, title, and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Partnership under said contract.

MANDATORY USE OF FORMS AND TERMS AND CONDITIONS: Failure to submit a proposal on the official entity form (if provided) for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Partnership reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

CLARIFICATION OF TERMS: If any prospective auditing firm has questions about the specifications or other solicitation documents, the prospective auditing firm should contact the Executive Director for technical assistance no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Partnership.

PAYMENT: Payment to the auditing firm shall be made upon completion of the services and acceptance of the reports by the Partnership or other terms as mutually agreed upon by the parties.

PRECEDENCE OF TERMS: Paragraphs A-H of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF AUDITING FIRMS: The Partnership may make such reasonable investigations as deemed proper and necessary to determine the ability of the auditing firm and subcontractors to perform the services/furnish the goods, and the auditing firm and subcontractor shall furnish to the Partnership all such information and data for this purpose as may be requested. The Partnership reserves the right to inspect the auditing firms and subcontractors' physical facilities prior to award to satisfy questions regarding the auditing firm's capabilities. The Partnership further reserves the right to

reject any proposal if the evidence submitted by, or investigations of, such auditing firm fails to satisfy the Partnership that such auditing firm is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION: The Partnership reserve the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the auditing firm in whole or in part without the written consent of the Partnership.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

- The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- The Partnership may order changes within the general scope of the contract at any time by written notice to the auditing firm. Changes within the scope of the contract include, but are not limited to, items such as services to be performed and the timing of services rendered and dates of deliverables. The auditing firm shall comply with the notice upon receipt. The auditing firm shall be compensated for any additional costs incurred as the result of such order and shall give the Partnership a credit for any savings. Said compensation shall be determined by one of the following methods:
 - By mutual agreement between the parties in writing; or
 - By agreeing upon a unit price or using a unit price set forth in the contract. If the work can be expressed in units, the auditing firm shall account for the number of units of work performed, subject to the Partnership's right to audit the firm's records and/or to determine the correct number of units independently; or
 - By ordering the auditing firm to proceed with the work and keep a record of all costs incurred and savings realized, a markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as a result of savings realized. The auditing firm shall present the Partnership with all vouchers and records of expenses incurred and savings realized.

The Partnership shall have the right to audit the records of the auditing firm as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Partnership within thirty (30) days from the date of receipt of the written order from the Partnership. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Public Procurement Act. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the auditing firm from promptly complying with the changes ordered by the Partnership, or with the performance of the contract generally.

DEFAULT: In case of failure to deliver services in accordance with the contract terms and conditions, the

Partnership, after due oral or written notice, may procure them from other sources and hold the auditing firm responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Partnership may have available to it.

SPECIAL TERMS AND CONDITIONS:

IDENTIFICATION OF PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:

Name of Offeror	Due Date	Time
Street or Box Number		
City, State, Zip Code	RFP Title	

The envelope should be addressed to:

Central Virginia Partnership for Economic Development
Attention: Helen Cauthen
1001 Research Park Blvd., Suite 301
Charlottesville, VA 22911

CONFIDENTIALITY OF INFORMATION: The auditing firm shall treat all information utilized in its performance of the contract as confidential, personal information. The auditing firm shall handle all confidential information in accordance with the Virginia Privacy Protection Act. All files and other records developed or maintained pursuant to the execution of the contract are the property of the Partnership, and shall be delivered to the agency upon demand. The auditing firm merely serves as the custodian of the files, and acts as agent for the Partnership in the performance of the project requirements.

CANCELLATION OF CONTRACT: The Partnership reserves the right to cancel and terminate any resulting contract, in part or in whole, upon 10 days written notice to the auditing firm. In such event, the Partnership will only be liable for costs incurred to the date of termination.

CONTRACT RENEWAL: Contract may be renewed for two additional two-year renewals at the sole discretion of the Partnership.

CONTRACT EXTENSION: The Partnership reserves the right to extend any resulting contract, in part, for a period of up to six (6) months, under the terms and conditions of the original contract, to allow completion of work undertaken, but not completed, during the original term of the contract, without additional consideration to be paid to the auditing firm.

TERMINATION: The Partnership reserves the right to terminate the contract for the convenience of the Partnership when certain occasions arise. It is understood and agreed between the Partnership and the auditing firm, that the Partnership shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

INDEMNIFICATION: The auditing firm agrees to indemnify, defend and hold harmless the Partnership, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any services of any kind or nature furnished by the auditing firm, provided that such liability is not attributed to the sole negligence of the Partnership. These provisions apply to each sub-tier auditing firm performing under the primary contract.