Regional Rural Revitalization (R3) Strategies Consortium

Request for Proposals – Audit Services June 26, 2023

The Regional Rural Revitalization (R3) Strategies Consortium ("Consortium") is soliciting proposals from qualified, independent, Oregon licensed municipal auditors ("Auditor(s)") having sufficient governmental and auditing experience to provide certain audit services for and on behalf of Consortium.

BACKGROUND

Consortium is an intergovernmental agreement organized under Oregon Revised Statutes 190.010 entered into between Town of Lakeview ("Lakeview"), an Oregon municipal corporation, whose address is 525 North 1st Street, Lakeview, Oregon 97630, City of Burns ("Burns"), an Oregon municipal corporation, whose address is 242 South Broadway Burns, Oregon 97720, City of John Day ("John Day"), an Oregon municipal corporation whose address is 450 East Main Street, John Day, Oregon 97845, and Baker City ("Baker"), an Oregon municipal corporation, whose address is 1655 First Street, Baker City, Oregon 97814, collectively the "Parties." Consortium was established to provide resources necessary to assist with the execution of the Parties' housing and community improvement projects. This assistance includes, without limitation, evaluating and providing logistical assistance concerning housing and community development projects (e.g., determining the feasibility and requirements of proposed projects, sources of project funding, and assisting and managing project completion).

Consortium operates under a five-member board of directors with four members appointed by the Parties and one at-large member appointed by the board. Consortium appoints a managing director responsible for Consortium functions. Consortium currently employs no full-time employees. Using resources appropriated by the Consortium board, the Consortium manager ensures Consortium board policies are implemented to achieve desired service results for the Parties. Consortium's anticipated budget for all Consortium operations for Fiscal Year 2023/2024 is estimated to be \$10-12 million. Fiscal Year 2023/2024 is Consortium's first year of operations. Consortium receives funding through state and federal grant programs.

SCOPE OF SERVICES

The purpose of this Request for Proposals – Auditor Services (this "RFP") is to select an Auditor to provide the following audit services for and on behalf of Consortium (collectively, the "Services"):

1. Conduct the financial and compliance audit of Consortium's operations, including, without limitation, planning and preparing the audit and Consortium's financial statements. Prepare and present the draft and final audit report (including approximately eight bound hard copies and an electronic copy). Plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether caused by error or fraud, and conformity with GAAP.

2. Perform tests of documentary evidence supporting the transactions recorded in the accounts, which may include tests of the physical existence of inventories and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions.

3. Perform tests of Consortium's compliance with applicable laws and regulations and provisions of contracts and agreements. Review the internal accounting controls of Consortium to the extent necessary to evaluate the system as required by applicable standards.

4. Prepare a report on compliance with specific requirements applicable to major federal financial assistance programs, if required.

5. Issue a "management report" making recommendations for improvement.

6. Make an immediate written report to the Consortium manager of all irregularities and illegal acts or indications of illegal acts of which the Auditor becomes aware.

7. Inform the Consortium managing director of any matters involving internal control and its operation the Auditor considers being reportable conditions under standards established by the American Institute of Certified Public Accountants.

8. Provide Consortium with adjusting entries and a final trial balance upon completion of the field work.

9. Attend meetings and prepare progress reports, including, without limitation, the following tasks:

(a) Pre-audit conferences(s) with Consortium management and accounting staff (and/or consultant(s)) to discuss audit schedules, working paper requirements, and report deadlines, as well as the audit program.

(b) Progress report meetings will be held with key audit firm personnel and Consortium financial management staff at regular intervals.

(c) Post-audit conference(s) with Consortium management and key audit firm personnel will be held. The Auditor will present the audit to the Consortium council.

(d) The audit will be a single document which will contain financial statements, notes, and supplementary data, the combined and individual fund and account group statements, financial statements and schedules. Audit reports will be provided within the periods required by the State of Oregon to meet any reporting requirements.

10. General financial technical assistance to Consortium throughout the fiscal year, including, without limitation, answers to accounting, reporting, and/or internal control questions.

11. Assist with any other financial and/or audit projects requested by Consortium's managing director from time to time.

The selected Auditor will apply industry standards for auditing, and the audit(s) performed will be made in accordance with all applicable federal, state, and local laws, rules, regulations, standards, and ordinances, including, without limitation, the following: (a) generally accepted governmental procedures as prescribed in the American Institute of CPAs (AICPA) Industry Audit Guide – Audits of State and Local Government Units and in Governmental Accounting, Auditing, and Financial Reporting (GAAFR); (b) generally accepted government auditing standards (GAGAS), government auditing standards, and Oregon minimum standards; (c) the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996; and (d) OMB A-133: Audits of State, Local Governments, and Non-Profit Organizations. Consortium's Annual Financial Report will conform to reporting standards for government entities as determined by the Governmental Accounting Standards Board (GASB) and/or the Financial Accounting Standards Board (FASB), as appropriate. The Auditor's opinion will be directed toward the fairness of presentation of the financial statements in accordance with GAAP. The Auditor will also provide compliance reports as required under federal and state law, if applicable.

The selected Auditor will meet with the Consortium manager prior to the commencement of Services to discuss the planned approach to the Services. The Auditor will work with, and report directly to, the Consortium manager and board of directors.

MINIMUM QUALIFICATIONS

The Auditor must meet the following minimum requirements: (a) the Auditor must be registered to do business in the State of Oregon; (b) the principal auditor must be a Certified Public Accountant qualified to perform municipal audits in the State of Oregon; and (c) the Auditor must have experience in performing municipal audits in accordance with auditing standards generally accepted in the United States of America, preparing financial statements compliant with GASB 34, GASB 45, GASB 54, other applicable GASB requirements and Oregon Budget Law.

PROPOSAL FORMAT

An Auditor interested in performing the Services must submit a signed and dated written proposal to Consortium containing the following information:

1. <u>Cover Letter; Contact Information</u>. A cover letter for the proposal stating the Auditor's name, address, and contact information and the name of the primary contact in reference to the proposal. Also, please provide the Auditor's authorization or licensing by the State Board of Accountants to conduct audits. The cover letter must demonstrate the Auditor's compliance with the minimum requirements identified above.

2. <u>Firm Information; Availability</u>. Brief information concerning the Auditor (e.g., background, size, types of services provided, experience, and types of similar governmental and accounting engagements). Please also identify availability to perform the Services.

3. <u>Experience; References</u>. A list of the current and prior municipal government audit clients indicating the type(s) of services performed and the number of years for each engagement. Please also identify and include contact information for at least three municipal audit clients.

4. <u>Key Staff</u>. Identification of the person(s) who will be assigned and responsible to perform the Services, including any partners, managers, and other key staff members. Identify each individual's experience in auditing governmental jurisdictions. Describe the experience and knowledge that your firm and supervising staff have in performing examinations in accordance with the provisions of the Single Audit Act and component units.

5. <u>Quality Control Review</u>. A copy of the Auditor's most recent quality control review report or peer review.

6. <u>Disclosures</u>. Please (a) disclose all judgments, pending or expected litigation, or other real or potential financial reversals that might materially affect the viability and/or stability of the proposing organization, or (b) warrant that no such condition is known to exist.

7. <u>Subcontractors</u>. Include a statement indicating whether subcontractors will be used and, if so, provide the information contained in this section (i.e., "Proposal Format") for each subcontractor.

8 <u>Rates</u>. Identification of the fees the Auditor desires to receive for the performance of the Services. In addition, please identify the maximum fee associated with performing the Services and include a maximum annual percentage increase that can be expected for the next three fiscal years. Please describe how the fee is allocated to each of the following: (a) the audit the Consortium; (b) the Single Audit Report required under OMB Circular A-133 (should the Consortium be subject to it); and (c) report writing.

9. <u>Audit Approach</u>. A description of the Auditor's audit approach and customer service philosophy. To this end, please describe the Auditor's values that ensure quality controls are in place throughout an audit.

PROPOSAL SUBMISSION

1. <u>Submission</u>. To be considered, please submit your proposal to ______Consortium Managing Director, via email at ______, or by mail or hand delivery to R3 Strategies Consortium, 242 S Broadway Burns, Oregon 97720. Please clearly label the outside of the envelope (or fill in the email subject line with) "R3 Strategies Consortium Audit Services Proposal." Proposals must be received by Consortium on or before **Tuesday, August 15 at 4:00 p.m.**, Pacific Time. Proposals received after the deadline date/time will not be considered. Proposals must address all the items listed in this RFP; incomplete proposals may not be considered. Notwithstanding anything contained in this RFP to the contrary, if in Consortium's best interest, Consortium reserves the right to (a) amend and/or revise this RFP in whole or in part, (b) cancel this RFP, (c) extend the submittal deadline for responses to this RFP, (d) waive minor informalities and errors in such proposals, (e) reject all proposals for any reason and/or without indicating reasons for rejection, and/or (f) hold the proposals(s) for sixty (60) days before rendering a decision. Further, Consortium reserves the right to seek clarification(s) from any consultant and/or require supplemental information from any consultant. This RFP does not obligate Consortium to award a contract and/or to procure the Services described herein.

2. <u>Confidential Information</u>.

(a) Any proposal submitted may be subject to public information requests as permitted by Oregon Public Records Law. Consortium will attempt to maintain the confidentiality of materials marked "Confidential" to the extent required under Oregon Public Records Law. If it is necessary to submit trade secrets and/or other confidential information in order to comply with the terms and conditions of this RFP, each Auditor must label any information that it desires to protect from disclosure to third parties as a trade secret under ORS 192.345(2) and/or confidential under ORS 192.355(4) with the following: "This material constitutes a trade secret under ORS 192.345(2) [and/or confidential information under ORS 192.355(4)] and is not to be disclosed except as required by law." Each page containing the trade secret and/or other confidential information must be so marked.

(b) Consortium will take reasonable measures to hold in confidence all such labeled information, but in no event will Consortium be liable for release of any information when required by law or court order to do so, whether pursuant to the Oregon Public Records Law or otherwise, and will also be immune from liability for disclosure or release of information as provided under ORS 646.473(3).

(c) In submitting a proposal, each proposer agrees that Consortium may (a) reveal any trade secret and/or other confidential materials contained in the proposal to Consortium staff and to any Consortium consultant, and (b) post the proposal on Consortium's intranet or internal network for purposes related to its evaluation and ranking. By responding to this RFP, each proposer agrees to defend, indemnify, and hold harmless Consortium each Consortium officer, employee, representative, and agent from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the proposer has designated as a trade secret and/or as confidential information. Any Auditor that designates its entire proposal as a trade secret may be disqualified.

AWARD OF CONTRACT

If a contract is awarded, Consortium will award the contract to the Auditor whose proposal will serve Consortium's best interests, taking into account price and various other considerations, including, without limitation, the following: (a) service and availability; (b) financial expertise and experience; (c) particular capability to perform the Services; (d) experienced staff available to perform the Services; (e) performance history; (f) approach and philosophy used in provided the Services; and/or (g) ability to provide timely performance in the area where the Services are to be performed. Auditors responding to this RFP do so at their own expense; Consortium is not responsible for any costs and/or expenses associated with the preparation and/or submission of any proposal. Consortium reserves the right to enter into one or more contracts concerning the Services. If a contract is awarded, Consortium and the selected Auditor will enter into Consortium's form professional services agreement substantially in the form attached hereto as Exhibit A. The agreement will contain terms and conditions required under applicable law and will otherwise be in form and content satisfactory to Consortium. Without otherwise limiting the generality of the immediately preceding sentence, the agreement will include terms and conditions concerning, among other things, acceptable standards of performance, compensation, minimum insurance requirements, compliance with laws, indemnification, representations and warranties, and Consortium's right to terminate the agreement. The Auditor awarded the contract will be required to obtain a Consortium business license and maintain active business license status while conducting work within Consortium.

If you have any questions regarding this RFP, please contact via email (provided above) or via email (provided above) or telephone (541-XXX-XXXX).

Exhibit A Professional Services Agreement

[attached]