

UPPER VALLEY LAKE SUNAPEE REGIONAL PLANNING COMMISSION

RFP# 2024

**REQUEST FOR PROPOSALS TO PROVIDE
FINANCIAL AND COMPLIANCE AUDIT SERVICES**

I INSTRUCTIONS FOR SUBMITTING PROPOSALS

Proposals to provide Financial and Compliance audit services to the Upper Valley Lake Sunapee Regional Planning Commission (from now on "UVLSRPC") for the fiscal year ending June 30, 2024 (from now on "FY24") will be accepted at UVLSRPC's office until 4:00 p.m., local prevailing time, Tuesday, April 30th, 2024.

Submissions must contain one (1) signed original proposal and one (1) copy prepared by the submission requirements described herein. Submissions must be marked "Re: RFP# 2024" on the outside of the envelope transmitting the proposal. Submissions must be delivered to UVLSRPC at 10 Water Street, Suite 225, Lebanon, NH 03766. Submissions received after 4:00 p.m. on Friday, April 30th, 2024, will not be accepted and will be returned unopened.

UVLSRPC reserves the right to reject any or all submissions and to award the contract to the CPA/CPA firm whose proposal best serves the interests of UVLSRPC and the citizens of the State of New Hampshire, regardless of whether the proposal represents the lowest fee.

Questions concerning this Request for Proposal (from now on, "RFP") should be directed to Meghan Butts, Executive Director, or her representative, Chris Courtemanche, at (603) 448-1680.



Meghan Butts, Executive Director

UPPER VALLEY LAKE SUNAPEE REGIONAL PLANNING COMMISSION

RFP# 2024

**REQUEST FOR PROPOSALS TO PROVIDE
FINANCIAL AND COMPLIANCE AUDIT SERVICES**

ISSUE DATE:

March 28th, 2024

ADDRESS FOR SUBMISSION:

Upper Valley Lake Sunapee Regional Planning Commission

Re: RFP# 2024

10 Water Street, Suite 225

Lebanon, NH 03766

SUBMISSION DEADLINE:

April 30th, 2024

II BACKGROUND AND OBJECTIVE

The New Hampshire legislature established UVLSRPC through RSA 36:46. UVLSRPC comprises twenty-seven communities. Operating as a political subdivision of the State of New Hampshire, UVLSRPC serves in an advisory capacity to local governments to promote coordinated planning, orderly growth, efficient land use, and natural environment protection. UVLSRPC facilitates the betterment of the region through the review of issues of regional concern and the coordination of local planning efforts. Commissioners are appointed from member communities who govern UVLSRPC. Representatives are nominated by the planning boards of each member municipality and are appointed by the municipal officers of each municipality. Representatives may be elected or appointed officials of the municipality or county.

UVLSRPC follows the accrual basis of accounting and intends, through this RFP, to engage a Certified Public Accountant or CPA Firm to:

Perform the annual financial statement and compliance audits (if required) and prepare a management letter for FY24 with an option to extend the contract for two additional years of service if mutually agreeable to UVLSRPC and the CPA/CPA firm.

III SCOPE OF WORK

The selected CPA/CPA Firm shall perform the professional financial accounting services necessary to prepare UVLSRPC's annual audit for the fiscal year ending June 30, 2024. The audit shall be conducted using the *Generally Accepted Auditing Standards* and *Generally Accepted Government Auditing Standards* issued by the Comptroller General of the United States.

It is not anticipated that FY24 would require a single audit per the provisions of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* and *Federal Acquisition Regulations (FARs), Title 48, Chapter 1, Part 31*. Accordingly, a single audit will be performed concurrently with the FY18 financial audit only if required by statute.

Prior year audit results are available online at www.uvlsrpc.org/about/commission/

IV DELIVERABLES AND ANTICIPATED DUE DATES

The audit(s) will result in the presentation of full disclosure financial statements, as prepared from UVLSRPC's audited records, along with a report of the CPA's/CPA Firm's opinion.

The selected CPA/CPA Firm shall provide a draft audited financial statement(s) to UVLSRPC as soon after the completion of fieldwork as is practical, but in any case, no later than October 1st, 2024

The selected CPA/CPA Firm shall present the draft audited financial statement(s) to UVLSRPC's Finance Committee at their monthly meeting in October 2024. Finally, the selected CPA/CPA Firm shall attend and present the final audited financial statement(s) to UVLSRPC's full Commission at its meeting held in December 2024.

In connection with preparing the above-noted annual audit report(s), the CPA/CPA Firm shall also submit a detailed management letter with recommendations for improvement in UVLSRPC's internal controls over financial reporting and their accounting practices and procedures. The draft and final management letters will be issued under separate cover and presented to the Finance Committee and the full Commission per the above schedule.

The final audit report(s) shall be issued after acceptance of the audit results by the full Commission. The CPA/CPA Firm shall deliver to UVLSRPC one (1) electronic PDF copy of the final Audit report(s) and a minimum of ten (10) bound copies within 30 days of acceptance of the audit results by the full Commission.

The selected CPA/CPA Firm may also be requested to perform additional accounting services, such as examining UVLSRPC's indirect cost rate analysis. Any requests for other accounting services will be approved in advance by UVLSRPC and billed separately from the audit services discussed in this RFP.

V SUBMISSION REQUIREMENTS, PROPOSAL SELECTION AND EVALUATION PROCESS, SELECTION CRITERIA AND GENERAL CONDITIONS

A. Submission Requirements:

One (1) signed original proposal and one (1) copy shall be submitted to UVLSRPC. Submissions must be marked "Re: RFP# 2024" on the outside of the envelope transmitting the proposal. Submissions must be delivered to UVLSRPC no later than 4:00 p.m., local prevailing time, on Friday, March 29th, 2024, at the following address:

Upper Valley Lake Sunapee Regional Planning Commission
Attn: Executive Director
10 Water Street, Suite 225
Lebanon, NH 03766

Submitted proposals shall include the following items:

1. Discuss the CPA's/CPA Firm's experience auditing public agencies and regional agencies similar to UVLSRPC (e.g., district planning commissions, public service authorities, etc.).

2. Discussion of CPA's/CPA Firm's experience evaluating financial accounting systems and recommending controls over financial reporting or improvements to accounting practices and procedures.
3. Explanation of the CPA's/CPA Firm's expected audit approach.
4. Proposed timeframe for completing the audit and a list of schedules expected to be prepared by UVLSRPC's staff.
5. Statement of qualifications of personnel expected to be assigned to the audit.
6. Three (3) audit client references.
7. A schedule of the estimated fees, by year, for FY24, FY25 and FY26. NOTE: The estimated fees should include costs for audits performed with and without a single audit (to be performed only if required).

B. Proposal Selection and Evaluation Process:

A Proposal Evaluation and Selection Committee, consisting of representatives of the Finance Committee and UVLSRPC staff, will review and evaluate all proposals received by the submission deadline.

After evaluating the submitted written proposals, the Proposal Evaluation and Selection Committee may select two or more CPAs/CPA Firms for interview. The selected CPAs/CPA Firms will be invited to elaborate on their qualifications, experience with similar audits, and staff expertise. During the interviews, the Proposal Evaluation and Selection Committee may discuss non-binding estimates of total expected Fees. Proprietary information disclosed by the selected CPAs/CPA Firms will not be disclosed to the public or any other CPAs/CPA Firms chosen for interview.

Based on the information developed during the proposal evaluation and selection process and interviews, the Proposal Evaluation and Selection Committee may select two or more CPAs/CPA Firms whose professional qualifications and proposal best serve the interests of UVLSRPC and the citizens of New Hampshire.

The selected CPAs/CPA Firms will be ranked in order of preference, and contract negotiations are expected to begin with the top-ranked CPA/CPA Firm in May 2024. If a contract can be negotiated at a price considered to be fair and reasonable, the award shall be made to that CPA/CPA Firm.

If a contract cannot be negotiated at a price considered to be fair and reasonable, negotiations with the top-ranked CPA/CPA Firm will be terminated, and negotiations with the second-ranked CPA/CPA Firm will begin. This process will continue, as

necessary, with the other CPAs/CPA Firms submitting proposals, in order of preference, until a contract can be negotiated at a fair and reasonable price.

Should the Proposal and Evaluation Selection Committee determine, in its sole discretion, that only one CPA/CPA Firm is fully qualified or that one CPA/CPA Firm is a better fit and more suitable than the others, then a contract may be negotiated with and awarded directly to that CPA/CPA Firm.

If negotiations are unsuccessful or no reasonable proposals are submitted, UVLSRPC reserves the right to issue a new RFP.

C. Selection Criteria:

The selection criteria for evaluating proposals shall include the following:

1. Responsiveness and completeness of the submitted proposal;
2. Experience of the CPA/CPA Firm, including the number of years the CPA/CPA Firm has been in business and the location of the CPA's/CPA Firm's headquarters and nearest office, as well as the identification of the office that will serve as the managing office for the audit.
3. The CPA's/CPA Firm's membership in the AICPA and State CPA Society and any affiliation with national CPA firms.
4. Consideration of the number and similarity of the CPA's/CPA Firm's New Hampshire and Vermont state, municipal, and regional government agency audit clients, including the type of engagement performed, the number of years the engagement has been completed, the fiscal years audited and the date of the CPA's/CPA Firm's audit opinion. Accordingly, priority may be given to CPAs/CPA Firms submitting audit client reference information for at least one public service authority or a client who is also a local government member of UVLSRPC.
5. The CPA's/CPA Firm's Audit and Management Approach including:
 - a. Anticipated timeframe for each significant phase of the audit(s) and a preliminary schedule for completion of the audit(s) within the deadlines specified herein.
 - b. Use of materiality and calculation method and anticipated use of statistical sampling.
 - c. Audit software and programs are to be used for the engagement.

- d. The composition of the audit team and an estimate of the total hours anticipated as necessary to complete the audit(s) detailed by the partner/manager, senior auditor, and staff auditors, as well as an estimate of the percentage of time the senior or in-charge auditor is expected to be on-site.
 - e. The amount and format of assistance expected to be received from UVLSRPC staff
 6. Identification of the CPA's/CPA Firm's anticipated audit team, including their experience in government audits, the location of the office out of which the team members work, the title and number of years with the CPA/CPA Firm of each member, the relevant educational background, as well as any licenses or additional designations, for each team member including any completed and relevant CPE courses.
 7. Consideration of the submitted non-binding cost estimates for FY24, FY25, and FY26. UVLSRPC intends to negotiate a fixed fee for FY24 and, upon successful completion of the audit for FY24, to negotiate a mutually agreeable extension of the contract to FY25 and FY26. NOTE: The non-binding cost estimates for each fiscal year should include fees for audits performed with and without a single audit (which is to be performed only if required).
 8. Any additional resources the CPA/CPA Firm may wish to submit for review and consideration concerning Financial and Compliance audit engagements similar to the audit(s) services sought by this RFP.

D. General Conditions:

1. Any proposal submitted in response to this RFP shall be prepared at the sole cost and expense of the CPA/CPA Firm, submitting with the express understanding that any claims for reimbursement for the time and expenses incurred in its preparation are waived.
2. UVLSRPC reserves to itself the following rights and options concerning every proposal received in response to this RFP, any such right and option to be exercised at the sole discretion of UVLSRPC:
 - a. To reject any or all proposals without reservation.
 - b. To supplement, amend, and otherwise modify this RFP and to cancel this RFP with or without substitution of another RFP.

- c. To issue additional and subsequent solicitations for proposals, information, or qualifications and to conduct interviews and reference checks concerning the qualifications of each CPA/CPA Firm responding to this RFP.
 - d. To negotiate with each CPA/CPA Firm for amendments or other modifications to its proposal.
 - e. To award the contract to the CPA/CPA Firm submitting the most responsive proposal that best serves the interests of UVLSRPC and the citizens of the State of New Hampshire regardless of whether it is the lowest bid.
3. CPAs/CPA Firms responding to this RFP that have any questions concerning the true meaning of any part of this RFP should address those questions to the Executive Director of UVLSRPC. UVLSRPC will not be responsible for any other explanations or interpretations of this RFP except as made by the Executive Director.
4. CPAs/CPA Firms responding to this RFP are solely responsible for delivering proposals to UVLSRPC at the specified location by the deadline designated in this RFP. The Executive Director or her representative will be available to receive proposals at said location up to the deadline. No officer, employee, or agent of UVLSRPC is authorized to accept a proposal on behalf of UVLSRPC at any other time or place. UVLSRPC shall have no responsibility for receiving proposals delivered by mail other than to the address specified in this RFP.
5. The selected CPA/CPA Firm must comply with all applicable federal, state, and local laws, regulations, ordinances, and permits. The CPA/CPA firm shall bear any taxes and governmental levies or assessments applicable to the CPA's/CPA Firm's work.

VI ACKNOWLEDGEMENT BY CPAs/CPA FIRMS SUBMITTING PROPOSALS

Each CPA/CPA Firm submitting a proposal acknowledges the following:

- A. The CPA/CPA Firm has read and understands the terms and conditions of this RFP and is submitting a proposal based on those terms and conditions.
- B. The professional services offered conform with, and without exception to, the specifications referenced in this RFP.
- C. The proposed fees have been arrived at independently and without consultation, communication, disclosure, or agreement with any other CPA/CPA Firm submitting a proposal.

- D. No attempt has been made to induce any other CPA/CPA Firm to refrain from submitting a proposal or submitting a non-competitive bid.
- E. If the CPA's/CPA Firm's proposal is selected, the CPA/CPA Firm agrees to be legally bound by a contract for professional auditing services to be negotiated between UVLSRPC and the selected CPA/CPA Firm.

VII WITHDRAWAL OF SUBMITTED PROPOSALS

Submitted proposals may be withdrawn by written notice received at UVLSRPC's office before the bid submission deadline. Any withdrawal notice must specifically identify the proposal to be withdrawn and shall be signed by the CPA/CPA Firm. A proposal may also be withdrawn before the deadline for submission in person or by the CPA's/CPA Firm's authorized representative, provided that that individual's identity is made known and that the person signs a receipt for the withdrawn proposal.

CPAs/CPA Firms are permitted to withdraw erroneous proposals after the deadline only if the following conditions are met:

- A. The CPA/CPA Firm submits a written request for withdrawal.
- B. The CPA/CPA Firm presents credible evidence that its proposed estimated fee is a clerical mistake, as opposed to a mistake of judgment, resulting from an arithmetic error or the unintentional omission of a substantial amount of work in compiling the proposal.
- C. The Commission office must receive any request for withdrawal and supporting evidence within three (3) business days after the submission deadline.
- D. UVLSRPC will not permit a proposal to be withdrawn if it would result in the award of a separate contract to the same CPA/CPA Firm, its partner, or any entity owned by the CPA/CPA Firm or in which the CPA/CPA Firm has a substantial interest.
- E. If the CPA/CPA Firm is permitted to withdraw its proposal, it cannot perform any services on the audit for the winning bidder without the prior express written consent of UVLSRPC.

VIII CONTRACT FORM, TERM, AND OWNERSHIP OF WORK PRODUCT

The selected CPA/CPA Firm will be required to execute a fixed-fee contract for services for FY24. Upon successful completion of the FY24 audit, UVLSRPC intends to negotiate a mutually agreeable extension of the contract to FY25 and FY26. NOTE: The contract(s) are expected to include a clause for additional fees for a single audit, which will be performed only if required.

In the event of termination of the contract before the issuance of audited financial statements, all finished or unfinished documents, data, records, and reports prepared by the CPA/CPA Firm for the audit(s) shall become the property of UVLSRPC and be delivered to UVLSRPC by the CPA/CPA Firm, or its successor, for use by UVLSRPC in completing their audit(s). Such use by UVLSRPC shall not result in any additional compensation to the CPA/CPA Firm.

IX CONTRACT AWARD AND SERVICE DATES

UVLSRPC anticipates awarding a contract to the selected CPA/CPA Firm by May 31, 2024. The selected CPA/CPA Firm will begin their audit as soon as is practical after the close of the fiscal year ending June 30, 2024. The DRAFT audit report(s) and management letter for FY24 are expected to be completed by the first week of November. The FINAL audit report(s) and management letter for FY24 are expected to be completed by the first week of December with one (1) electronic PDF copy of the FINAL Audit and a minimum of ten (10) bound copies for distribution to UVLSRPC's Finance Committee and various funding agencies delivered to UVLSRPC within 30 days after acceptance of the FINAL Audit report(s) by the Commission.

X INVOICING AND PAYMENT PROCEDURES

UVLSRPC intends to negotiate a fixed fee for its annual audit services. Accordingly, UVLSRPC may negotiate a retainer and payment schedule with the selected CPA/CPA Firm. Regardless, the selected CPA/CPA Firm will be expected to provide detailed invoices every month disclosing personnel's dates, hours, and billing rates, along with a description of the auditing services performed. All payments for approved amounts billed, up to the negotiated total fixed fee, will be remitted to the selected CPA/CPA Firm on a net 30 basis from the invoice's receipt date.

Upon presentation of the FINAL audit report(s) to the UVLSRPC Commission, a final billing shall be provided, reconciling the total fees charged to the negotiated fixed fee and requesting any balance due then.

Any additional services outside the annual audit(s) scope must be authorized in advance and billed separately every month.

XI RIGHTS TO TERMINATE NEGOTIATED CONTRACT

UVLSRPC reserves the right to terminate any contract arising from this RFP for the following reasons:

- A. Default** – UVLSRPC may terminate the contract when services are not performed as called for in the contract. Where the contract is terminated for default, UVLSRPC may have the audits completed by a different CPA/CPA Firm than was initially selected, in which case the chosen initial CPA/CPA Firm will be liable for all costs to UVLSRPC over the contract price for completion of that year’s audit(s).

- B. Convenience** – UVLSRPC may terminate this contract for convenience, in which case UVLSRPC will provide the selected CPAs/CPA Firm with written notice, mailed by U.S. Certified Mail - Return Receipt Requested, at least thirty (30) days in advance of the termination date. The selected CPA/CPA Firm will be paid for all services performed to UVLSRPC’s satisfaction as of the termination date. Upon such termination, UVLSRPC shall not be responsible for any fees for services performed by the selected CPA/CPA Firm after the termination date or for any lost profit or revenues anticipated by the selected CPA/CPA Firm for the canceled portion of the contract.

- C. Non-Appropriation**—The contract will be automatically terminated upon UVLSRPC's failure to obtain funds for its continuation, in which case the selected CPA/CPA Firm will be notified of such an occurrence in as timely a manner as is feasible.

XII EVIDENCE OF INSURANCE

The selected CPA/CPA Firm shall be required to carry Professional Liability Insurance and Workers’ Compensation Insurance with a company licensed to do business in the State of New Hampshire for the life of the contract with UVLSRPC. The insurance coverage shall be such as to protect in full UVLSRPC and the public from any claims for injury and damage resulting from any actions on the part of the CPA/CPA Firm, employees, agents, or subcontractors of the CPA/CPA Firm, or by anyone for whose acts any of them may be liable. Insurance limits shall be \$500,000 per occurrence and \$2,000,000 aggregate in addition to any other contractual liability the CPA/CPA Firm assumes. The CPA/CPA Firm shall deliver a Certificate of Insurance from its carrier(s) specifying such limits to UVLSRPC before executing a service contract. Failure to comply with this requirement may be cause for termination of the resulting contract at the sole discretion of UVLSRPC. The CPA/CPA Firm shall also provide evidence of Workers’ Compensation insurance. Finally, the CPA/CPA Firm shall guarantee that their insurer will give UVLSRPC thirty (30) days written notice of any decision to cancel, amend, or otherwise fail to renew the CPA’s/CPA Firm’s insurance coverage.

XIII AGREEMENT TO HOLD HARMLESS AND INDEMNIFY

The selected CPA/CPA Firm shall indemnify and hold UVLSRPC and its officers, agents, and employees harmless from and defend them against any and all claims, damages, losses and expenses, including attorney’s fees, arising out of or resulting from the CPA’s/CPA Firm’s failure to perform the services requested in this RFP or under the contract resulting therefrom, including, but not limited to, any such claim, damage, loss or expense, that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property,

including the loss of use resulting therefrom or economic loss; provided, however, that the CPA's/CPA Firm's indemnification obligation shall be limited to claims, damages, losses, and expenses caused in whole or in part by any act or omission of the CPA/CPA Firm, or any subcontractor performing work required by the CPA's /CPA Firm's contract with UVLSRPC, or anyone directly, or indirectly, employed by any of them or anyone for whose acts the CPA/CPA Firm or their Subcontractor may be liable, regardless of whether or not such claims, damages, losses, and expenses are caused in part by a party indemnified hereunder.

The indemnification obligation above shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the CPA/CPA Firm, or any Subcontractor, under Worker's Compensation Acts, Disability Benefits Acts, or other Employee Benefit Acts.

XIV EQUAL OPPORTUNITY EMPLOYMENT AND ANTI-DISCRIMINATION POLICY

During the performance of any contract negotiated with UVLSRPC, the selected CPA/CPA Firm affirms that they are an Equal Opportunity Employer and do not discriminate against any employee or applicant for employment based on race, color, national origin, sex, age, or disability. The selected CPA/CPA Firm further affirms that they comply with all requirements concerning the publication and posting of applicable equal opportunity employment and anti-discrimination provisions.

XV GOVERNING LAW

This RFP and any contract resulting therefrom shall be situated in the City of Lebanon, New Hampshire, and shall be governed, construed, and interpreted according to the laws of New Hampshire.