Laramie County Community Foundation

Foundation

Cheyenne, Wyoming

Request for Proposals
to provide
Independent Audit Services

Due Date – Proposal Submissions
October 8, 2019 @ 4:00 p.m.

RFP-20035

Solicited by:
Department of Administration and Finance
Division of Contracting and Procurement
1400 East Foundation Drive
Cheyenne, WY 82007
I. Proposal Overview

A. Overview of Laramie County Community College Foundation

The Laramie County Community College Foundation (hereinafter Foundation) was organized to develop and sustain support for the College through solicitation, management, and recognition of donations. The Foundation is dedicated to providing services and assistance to the students, faculty, staff, alumni, and community, thereby enhancing a sense of tradition and pride that will assist in advancing the College. The Foundation is a non-profit organization.

B. Solicitation Intent

The Foundation is soliciting proposals from qualified firms to provide an annual independent audit of books, accounts, records and financial statements. The annual audit shall be conducted in accordance with generally accepted auditing standards (GAAS) issued by the AICPA Governmental Auditing Standards issued by the Comptroller General of the United States; the provisions of the U.S. Office of Management and Budget (OMB), Audits of State and Local Governments; the provisions of the Higher Education Act (HEA) of 1965, as amended.

C. Contract Term

The Foundation’s intention is to award a three (3) year contract with the option to renew for three (3) additional one-year periods, subject to satisfactory performance and at the option of the Foundation Administration and/or the Foundation Board of Trustees. The Foundation reserves the right to review and adjust the contract on an annual basis as the need dictates, including a re-negotiation of the annual audit fee.

D. Proposed Calendar

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Request for Proposal released</td>
<td>September 6, 2019</td>
</tr>
<tr>
<td>Deadline to submit written questions</td>
<td>September 19, 2019</td>
</tr>
<tr>
<td>Deadline to respond to written questions</td>
<td>September 26, 2019</td>
</tr>
<tr>
<td>Deadline for Proposal submissions</td>
<td>October 8, 2019</td>
</tr>
<tr>
<td>Recommend finalist</td>
<td>October 24, 2019</td>
</tr>
<tr>
<td>Board of Trustees Approval</td>
<td>November 21, 2019</td>
</tr>
<tr>
<td>Award contract to finalist</td>
<td>November 27, 2019</td>
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</tbody>
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II. Scope of Services

1. The audit scope of work shall include a financial audit covering calendar years 2019, 2020, and 2021. The purpose of this examination is to express an unqualified opinion on the fairness of the presentation of the Foundation's financial statements for the years stated above in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding year. The Firm shall also prepare the IRS Form 990 (non-profit tax report).

2. The final report shall include the following items:
   - Introduction: Briefly describes the nature of the audit
   - Section I: Auditor’s report on the financial statements
a) Independent Auditor’s Report
b) Statements of Financial Position
c) Statements of Activities
d) Statements of Functional Expenses
e) Statements of Cash Flows
f) Notes to Financial Statements; state various public entities or organizations which are included in the financial statements

➢ Auditor’s report on internal accounting control
➢ Auditor’s report on compliance
➢ Finding and Recommendations
➢ Report on follow-up of prior audit recommendations

3. The Auditor shall prepare and issue a management letter containing recommendations to improve or correct deficiencies in internal control and related budgeting and operating procedures noted during the audit. Additionally, in the audit report, the Auditor shall offer suggestions for improving administrative methods, management operations, and cost reductions when considered appropriate and documentable within the scope of the audit.

III. Responsibilities/Requirements of the Parties

Foundation
1. Office space will be provided to accomplish the audit.
2. Shall make all files and records available to the Auditor.
3. Shall provide assistance to the Auditor, such as gathering supporting documents.
4. Shall provide prior audit reports and any work papers concerning the Foundation.
5. Shall be solely responsible for distributing all audit reports.
6. Shall review and provide written acceptance of the audit report and authorize payment to the firm.

Successful Audit Firm
1. Shall be familiar with appropriate state laws, regulations, and audit standards.
2. Shall be responsible for personnel, supplies, and equipment.
3. Shall be responsible for all material errors and omissions in the performance of the contract.
4. Officers and employees of the Auditor shall be subject to the same duty of confidentiality applicable to the Foundation personnel.
5. Shall report immediately to the Associate Vice President of Institutional Advancement whenever it shall appear, in the course of the audit, that there may have occurred, any violation of penal statutes and instances of misfeasance, malfeasance, or nonfeasance by the employees, or any shortage in the accounts of any official or employee of the Foundation. In addition, the Auditor shall report immediately to the Associate Vice President of Institutional Advancement concerning any irregularity in the Foundation’s organization. Irregularities include such matters as conflicts of interest, falsification of records or reports, and misappropriation of funds or other assets.
6. During the course of the audit, the Auditor must refer to the internal staff for any inquiries or requests for information, with the primary contact being the Director of Accounting for the LCCCC Foundation.
8. Shall provide to the accounting and finance specialist a report that ties the auditor's fund balances to the Foundation's fund balances.

9. A principal member of the Auditor shall conduct an exit interview with the accounting and finance specialist to review the findings and recommendations of the audit service.

10. A principal member of the Auditor shall attend, if requested, a meeting with the board of directors to make a presentation of the audit report and/or to answer questions or to further clarify the audit report.

11. Shall provide technical assistance at an hourly fee, whenever requested by the Foundation, throughout the contract period.

IV. Selection Criteria

The award will be made to the firm whose proposal best meets the specifications of this RFP, is in the best interests of, and most advantageous to the Foundation. The inclusion of cost as a proposal factor is not intended to require the Foundation to select the lowest cost proposal; therefore, cost will not be the sole basis for selection. Personnel from the Foundation Board of Directors will review and score the proposals according to the criteria listed below. The Foundation reserves the right to request that a “short-list” of firms participate in an oral presentation, and to:

- Accept the proposal that it considers to be in the best interest of the Foundation, and in the Foundation’s evaluation and judgment, the firm that is best qualified to perform the requested audit services;
- Award a contract based on the most advantageous combination of value; and
- Evaluate proposals for all factors it deems appropriate whether or not such factors have been stated in the certain RFP.

Evaluation Criteria includes, but not limited to:

A. Responsive:
   1. Compliance with RFP requirements, format and forms (Appendix A).
   2. Presentation and professionalism of submission.

B. Responsible:
   1. Sufficient references for which similar types of audits have been completed.
   2. Experience and qualifications of staff to be assigned to this audit.
   3. Demonstrated knowledge of legal requirements and compliance with same.

C. Proposal:
   1. Annual fees as compared to other proposals.
   2. Resources and experience that demonstrates adequate capacity to perform the required audit services.
   3. Reputation of the firm based on references.

The Foundation reserves the right to reject any or all proposals, including without limitation, if they are, in its’ sole discretion judged unacceptable, non-responsive, non-conforming, conditional, to waive any technical or formal defect therein, to accept or reject any part of any proposal.
V. Proposal Content

A. All participating firms are required to provide the following information in their proposals which shall be bound, sorted and organized into either “Tabs” or “Headings” as defined below. Proposals shall address each bullet and letter item specified below per the respective Tabs or Headings.

Tab/Heading #1 – Firm’s Profile:
- Provide a description of the firm’s practice, to include:
  - a) Provide a “brief” statement of your intent to perform the audit services, and your qualifications for selection.
  - b) Resumes of all firm members who will be handling the Foundation audit; and a description of the type and number of audits this team has performed.
  - c) Listing of major clients and the type of audit per each client.
  - d) Membership in professional organizations.
  - e) Listing of clients, specifically community Foundations or other Foundations; and the type of audit per each entity.
  - f) Disclose any litigation or professional disciplinary action that might adversely affect the ability of your firm to carry out a multi-year audit service.
- On a company letterhead, describe any business, investment, or family relationship with Foundation officials, or College employees.
- If applicable, proof of Wyoming Residency as defined in section VII, subsection K below.

Tab/Heading #2 – Qualifications:
- Specifically discuss and confirm that your firm has the qualifications to complete the prescribed audit services as detailed within this RFP.
- Describe how your firm recommends the approach for corrective action initiatives.

Tab/Heading #3 – References:
- List three (3) relevant client references to include at a minimum: contact name, address, phone number, e-mail address, type of audit, and date of audit.

Tab/Heading #4 – Fee Proposal:
- Complete and submit Appendix “A” (refer to page 8 below) with your proposal package, to include signature and firm information done in ink.

VI. Submission of Proposals

1. Participating firms shall submit one (1) original (original to be stamped “original”) and four (4) copies of their proposal in hard-copy format. Faxed or electronic proposals will NOT be accepted. Proposal packages shall be delivered via mail, courier service or hand-delivered to the address below. All submittals must be received no later than 4:00 p.m. (prevailing local time) on October 8, 2019. Proposals shall be sent to:
2. Proposal submissions may be hand delivered, mailed, or sent via courier. Each respondent is solely responsible for the timely delivery of its proposal by the deadline prescribed above. LCCC will not be responsible for lack of timely delivery regardless of the reason. Failure to meet the submission deadline will result in removal from consideration.

3. Minority business enterprises will be afforded full opportunity to submit a proposal and will not be subject to discrimination on the grounds of race, creed, national origin, sex, or handicap in consideration for an award.

4. Confirmation and receipt of all submitted proposals is the responsibility of each prospective firm to verify. Verification can be obtained by contacting the LCCC Purchasing Office at (307) 778-1280 or via e-mail at: jspezzano@lccc.wy.edu.

VII. General Requirements

A. Addenda
   Certain responses to written questions or inquiries which will result in a revision of the RFP specifications will be specifically addressed via an addendum. Such addenda will be issued to all parties who have received this RFP in order that they may adjust their submittals. Addenda are only issued when the intent and/or specifications of the RFP has been altered or revised; therefore, all respondents are required to acknowledge receipt of each respectively issued addendum via written instrument.

B. Acceptance of Submissions
   The Foundation reserves the right to accept or reject any or all submissions received as a result of this solicitation if they are judged to be unacceptable, non-responsive, non-conforming, or conditional; to waive minor irregularities; or to negotiate with any respondent, in any manner necessary, to serve the best interests of the Foundation.

C. Certificate of Insurance
   Awarded firm will be expected to meet the minimum insurance coverage requirements of the Foundation per Appendix "A". No work will begin until the Foundation is in receipt of an approved Certificate of Liability Insurance form.

D. Firm Representation
   Firms, by the act of submitting their proposal, represent that: They have read and understand the RFP document and their submittal is made in accordance therewith; They have familiarized themselves with the local conditions under which the work will be done to their satisfaction; and their submittal is based upon the requirements described in the RFP without exception.

E. Incurred Expenses
   Any costs incurred by the respondent in preparing and submitting a response to this solicitation will be the sole responsibility of the respondent and will not be reimbursed by the Foundation.
F. **Non-Collusion**
   The undersigned firm hereby certifies that is, its officers, partners, representatives, agents, or employees has not in any way colluded, conspired, or agreed, directly or indirectly, with any other firm, potential firm or person, in connection with this RFP, to submit a collusive proposal, or to secure through any unlawful act an advantage over other firms or the Foundation.

G. **Property of the Foundation**
   Submitted Proposals and any other information submitted by respondents in response to this RFP shall become the property of the Foundation. Such proposals, as property of the Foundation, are subject to public disclosure as prescribed by Wyoming Statutes. Proprietary information must be clearly identified in writing and will be protected to the extent allowable by Wyoming Law and Foundation Policy.

H. **Public Information**
   All information, except that classified as confidential and/or proprietary, will become public information at the time that the Proposal is awarded in accordance with applicable sections of the federal "Freedom of Information Act (FOIA) and Wyoming State Statutes §16-4-201.

I. **Respondent Inquiries/Questions**
   To ensure uniformity and consistency, strict rules shall apply to the communication process throughout the RFP process, therefore all questions and inquiries concerning this solicitation shall be submitted in writing via e-mail only, either as a signed original, legible facsimile, or electronic mail transmission. Oral questions and inquiries will not be allowed nor responded to. Questions and inquiries for this RFP shall be directed to:

   Jamie Spezzano, Director of Contracting and Procurement
   Laramie County Community College: 1400 East College Drive, Cheyenne WY 82007
   Phone: 307.778.1280/E-Mail: jspezzano@lccc.wy.edu

J. **Submission of Proposals**
   It is the responsibility of the proposer to carefully examine this RFP and be familiar with all of the requirements, stipulations, provisions and conditions of the RFP project. All changes, additions, alterations, or clarifications shall be done so via a written instrument known as an Addendum. Oral or telephone interpretations shall not be binding on the Foundation.

K. **Wyoming Residency Preference**
   Operating as a Wyoming company is not a requirement for proposers responding to this RFP. Companies that qualify as Wyoming Residents will receive priority consideration if they provide proof of Wyoming Residency as defined in state statute. According to Wyoming state statute W.S. 16-6-101, (a) (i), which defines “resident” as a person, partnership, limited partnership, registered limited partnership, registered limited liability company or corporation certified as a resident by the Department of Employment prior to proposing on this RFP, subject to the following criteria and subject to W.S. 16-6-102. Wyoming statutes are available at http://legisweb.state.wy.us.
Fee Proposal

Appendix “A” to RFP-20035

Name of Firm: ________________________________

Address: ___________________________________  ____________
Street or PO Box City and State Zip Code

Contact Name (please print): ________________________________

Form Completed By: ________________________________
Signature Printed Name

Phone: ____________________________ E-Mail: ____________________________

1. Detail (in percentage) the amount of time committed by your firm on the audit per these
categories (total shall = 100%):
   Partner/Manager: _____%; Accountants: _____%; Staff: _____%

2. Provide a maximum, “not to exceed” fee proposal inclusive of all expenses for the below
calendar years. All out-of-pocket expenses shall be included in your annual audit fee.
   Full Audit, Calendar Year 2019: $_______________
   Full Audit, Calendar Year 2020: $_______________
   Full Audit, Calendar Year 2021: $_______________

   Note: The above proposed pricing shall remain firm for the initial contract period of three
   (3) years.

3. On a separate company letterhead, respond to the following:
   I. Describe the circumstances under which you would propose to change your fee
      and how you would communicate such potential changes to the Foundation.
   II. List, by partner and staff level, the hourly billing rates to be charged, should the
       Foundation expand the scope of the audit, or require additional audits or technical
       assistance services.

   Note: Firms who intend to submit a proposal are required to complete this form
   (Appendix “A” to RFP-20035 titled Fee Proposal) and under Tab #4 of your proposal.
Certificate of Liability Insurance
Appendix “B”

A. Insurance Coverage / Limits:

Consultants and/or their sub-consultants shall at its own expense, obtain insurance as detailed below from reliable insurance companies acceptable to Laramie County Community Foundation (LCCC) and authorized to do business in the State of Wyoming in which the Work is to be performed, with limits as specified in U.S. currency or equivalent. Such insurance shall be in force at the time the Work is commenced and shall remain in force for the duration of this Contract, unless a later date is specified below.

1. Workers’ Compensation and Employer’s Liability Insurance: Workers’ Compensation insurance or its’ equivalent, including Occupational Disease coverage, as required by law for all employees, agents, design engineers, design consultants, and subcontractors. Employer’s Liability insurance (including Occupational Disease coverage) in the amount of $1,000,000.00 per accident. Such insurance shall provide coverage in the location in which the work is performed and the location in which the Consultant is domiciled. The Consultant expressly agrees to comply with all provisions of the Workers’ Compensation Laws of the state of Wyoming (County of Laramie) wherein said work is being performed.

2. Professional Liability: This Agreement requires independent rendering and/or independent implementation of specific professional services, consequently the Consultant and their sub-consultants shall provide professional liability insurance coverage with a minimum limit of $1,000,000.00 per claim with an aggregate limit of $2,000,000.00.

B. Policy Requirements

1. Certificate Proof: Prior to the commencement of the respective Contract and/or Agreement, the Consultant shall deliver certificates of insurance evidencing such policy or policies to the LCCC Director of Contracting and Procurement. Said “Certificate” may be mailed, faxed or e-mailed to:
   - E-mail: jspezzano@lccc.wy.edu Attn: Director, Contracting and Procurement
   - Mail: 1400 East College Drive, Cheyenne WY, 82007. Attn: Director, Contracting & Procurement

2. Additional Insured Clause: LCCC shall be listed as the “Certificate Holder” on all policies, but only with respect to operations of successful firm under the Contract.

3. Notice of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be canceled or non-renewed except after thirty (30) days prior written notice has been given to the LCCC, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to LCCC, Director of Contracting and Procurement.