

Request for Proposals

A-133-COMPLIANT SINGLE AUDIT



ISSUE DATE: February 14, 2012

DEADLINE FOR SUBMISSIONS: March 16, 2012

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Section 1: PROPOSED RFP SCHEDULE

PSMFC A-133 Compliant Single Audit RFP

14 February 2012	Requests for Proposals (RFP) distributed and posted at www.psmfc.org/open_rfps
27 February 2012	Deadline for Notice of Intent and written questions on RFP Notice of Intent and written questions should be directed to: Michael Arredondo 205 SE Spokane Street, Suite 100 Portland, OR 97202 Email: michael_arredondo@psmfc.org Phone: (503) 595-3100 Fax: (503) 595-3444
2 March 2012	PSMFC Answers to written questions posted on website: www.psmfc.org/open_rfps
16 March 2012	Deadline for receipt of proposals Two (2) original hardcopies or One (1) electronic copy to: Michael Arredondo Pacific States Marine Fisheries Commission 205 SE Spokane Street, Suite 100 Portland, OR 97202 Email: michael_arredondo@psmfc.org Phone: (503) 595-3100 Fax: (503) 595-3444
26-30 March 2012	Interviews with Top Five (5) Proposers
30 March 2012	Select Contractor

Section 2: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

2.1. PURPOSE

The Pacific States Marine Fisheries Commission (PSMFC) is requesting proposals from qualified, independent certified public accountants that are capable of performing an A-133 compliant single audit for FY 2012 in compliance with the cost principles and standards set forth in Federal Office of Management and Budget Circulars A-87, A-102, A-133 and Federal Regulation 2 CFR 225.

2.2. BACKGROUND

Formed by Congress more than 60 years ago, the Pacific States Marine Fisheries Commission (PSMFC) helps resource agencies and the fishing industry sustainably manage our valuable Pacific Ocean resources in a five-state region. Established in 1947, PSMFC is one of only three interstate commissions in the United States today.

PSMFC's primary goal is to promote and support policies and actions to conserve, develop, and manage our fishery resources in California, Oregon, Washington, Idaho and Alaska. We accomplish this through coordinating research activities, monitoring fishing activities, and facilitating a wide variety of projects. We work to collect data and maintain databases on salmon, steelhead, and other marine fish for fishery managers and the fishing industry.

PSMFC's activities are funded through Federal grants, special contracts, and dues from its member States. PSMFC regularly serves as a primary contractor on grants, projects, and contracts for States and other organizations, in large part due to its low overhead and proven management ability. Due to the fact that most of PSMFC's operating funds are from Federal grants and contracts, PSMFC must adhere to Federal accounting rules and cost principles.

PSMFC has a total organizational budget of \$50,000,000 for FY 2011-2012. A copy of the SF-SAC data collection form for the fiscal year ended June 30, 2011 is available at the Federal Audit Clearinghouse website.

2.3. SCOPE OF WORK

PSMFC will contract with a single firm to provide the services described herein. Proposals shall fully address the scope of work below and include a description of all deliverables and activities.

PSMFC expects to award a contract by April 30, 2012 for an audit of the fiscal year ending on June 30, 2012. The contract term shall be for five years and will include services to perform annual audits. The contract may also include options to renew the contract for additional periods of time.

Consultant Responsibilities:

1. To determine if PSMFC's financial statements accurately represent its financial status and that the results of its financial operations are in accordance with generally accepted accounting principles and Federal regulations.

2. To determine if the PSMFC has an internal control structure and other control systems in place to provide reasonable assurance that it is managing Federal funds in compliance with applicable laws, regulations and grant documents that may have material impact on financial statements.
3. Prepare a report on internal accounting control used in administering Federal award programs, identifying all findings of non-compliance, internal controls and questioned costs as required by OMB circular A-133.
4. Perform the audit to obtain reasonable assurance that financial statements are free from material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or government regulations.
5. Determine whether the PSMFC has established (where appropriate) and adhered to policies on cost limitations, cost allocations, allowability and reasonableness of costs.
6. Prepare a report for Federal programs as required by the Single Audit Act and OMB Circular A-133.
7. Report to the Executive Director and Commission on audit results, suggestions, etc. (management letter).
8. Personal presentation of the final report to the Commission by a member of the firm.
9. Provide sufficient copies of final reports to PSMFC's Cognizant Audit Agency and the Federal Audit Clearinghouse.

2.4. MINIMUM QUALIFICATIONS

Proposers must be properly licensed for public practice in the State of Oregon as a certified public accountant and have experience performing audits under the Single Audit Act and the regulations set forth in Federal Office of Management and Budget Circular A-133.

Section 3: INSTRUCTIONS, CONDITIONS, AND NOTICES TO PROPOSERS

3.1 QUESTIONS

Questions regarding this RFP shall be submitted in writing no later than February 27, 2012 to:

Michael Arredondo
205 SE Spokane Street, Suite 100
Portland, OR 97202
Email: michael_arredondo@psmfc.org
Phone: (503) 595-3100
Fax: (503) 595-3444

3.2 NOTICE OF INTENT

- 3.2.1 If your organization is interested in submitting a proposal, please send an email by February 27, 2012 to michael_arredondo@psmfc.org, notifying PSMFC of your intent to submit a proposal.

Your “reply to” address will be added to an email list to notify you of any modifications to this RFP. The notice of intent is not required to submit a proposal; however, if PSMFC is not notified of your interest in submitting, you may not receive the latest notices or other important information regarding this RFP.

3.3. AMENDMENTS TO SOLICITATIONS

- 3.3.1. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Proposers shall acknowledge receipt of any amendment to this solicitation in Proposer’s cover letter.

3.4. SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF PROPOSALS

- 3.4.1. Deadline for proposals is March 16, 2012.

- 3.4.2. Proposals (either by hardcopy or email) must be submitted to:

Attn: Michael Arredondo
205 SE Spokane Street, Suite 100
Portland, OR 97202
Email: michael_arredondo@psmfc.org
Phone: (503) 595-3100
Fax: (503) 595-3444

- 3.4.3. Proposals and modifications to proposals may be submitted via hardcopy by courier or mail and/or via email in PDF or MS Word format.

- 3.4.4. PSMFC reserves the right to consult with and to consider information from its own sources, including information from State and Federal agencies regarding the proposer’s prior performance or the status of outstanding investigations or warrants involving the proposer.

- 3.4.5. Proposers are responsible for submitting proposals, and any modification or revisions, so as to reach PSMFC by 4:00 p.m., local time, on March 16, 2012.

- 3.4.6. Late proposals

- 3.4.6.1. Any proposal, modification, or revision received at the PSMFC office designated in the solicitation after the exact time specified for receipt to offers is “late” and will not be considered unless it is received before award is made, and:
- The PSMFC Fiscal Manager determines that accepting the late offer would not unduly delay the acquisition; and
 - There is acceptable evidence to establish that it was received at the PSMFC installation designated for receipt of offers and was under the PSMFC’s control prior to the time set for receipt to offers; or
 - It is the only proposal received.

- 3.4.6.2. However, a late modification of an otherwise successful proposal that makes its terms more favorable to the PSMFC, will be considered at any time it is received and may be accepted.
- 3.4.6.3. Acceptable evidence to establish time of receipt at the PSMFC installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of PSMFC personnel.
- 3.4.6.4. If an emergency or unanticipated event interrupts normal PSMFC processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent PSMFC requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal PSMFC processes resume.
- 3.4.7. Proposers shall submit proposals in response to this solicitation in English and in U.S. dollars.
- 3.4.8. Proposers may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- 3.4.9. Proposers may submit revised proposals only if requested or allowed by PSMFC.
- 3.4.10 Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn via facsimile received at any time before the award, subject to the conditions specified in the provisions at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an officer or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- 3.4.11 Each Proposal must state that it is a firm offer which may be accepted within a period of ninety (90) days. Although the contract is expected to be awarded prior to that time, the ninety-day period is requested in order to allow for unforeseeable delays.
- 3.4.12 Proposer shall submit the name, address, and telephone number of the person(s) with the authority to bind the firm, as well as to answer questions or provide clarification concerning the firm's proposal.

3.5. PROPOSAL FORMAT AND CONTENT

3.5.1 General

Proposals may be submitted in 8^{1/2}" x 11" size, typed and, if submitted in hardcopy, bound with a simple form of fastening, allowing the document to be easily unbound for photocopying purposes. Hard copy proposals must be submitted in a sealed envelope marked "PSMFC A-133 Compliant Single Audit RFP". If submitting a hardcopy of the proposal, the Proposer must include one (1) original and three (3) copies.

Proposals may also be submitted as a file attached to an email message and sent to michael_arredondo@psmfc.org with the following inserted in the "subject" line of the email:

“PSMFC A-133 Compliant Single Audit RFP”. Emailed proposals must be received by the specified deadline according to the internal clock of PSMFC’s server.

Proposers should use the following outline in organizing the content of their proposals:

3.5.2 Cover Letter

The letter of transmittal shall, at a minimum, contain the following:

- Identification of the Proposer, including business name, address, and telephone number;
- Name, title, address, telephone number, fax number, and email address of a contact person during the period of proposal evaluation;
- A statement that the proposal shall remain valid for a period not fewer than ninety (90) days from the due date of proposals;
- Identification of any information contained in the proposal that the Proposer deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under the U.S. Freedom of Information Act. A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by PSMFC; and
- The signature and typed name of the person authorized to bind the offering firm to the terms of the proposal.

3.5.3 Table of Contents

Insert a complete table of contents for material included in the proposal, including page numbers.

3.5.4 Qualifications, Related Experience and References

3.5.4.1 Overview: This section should establish the ability of the Proposer to satisfactorily perform the work described in the Scope of Work (Section 2.3 of this RFP) by reasons of: demonstrated competence in the services to be provided; the nature and relevance of similar work currently being performed or recently completed; record of meeting schedules and deadlines of other clients; competitive advantages over other firms in the same industry; strength and stability as a business concern; and supportive client references. Information should be furnished for both the Proposer and any subcontractors included in the offer.

3.5.4.2 Furnish background information about your firm, including date of founding, legal form (i.e., sole proprietorship, LLC, corporation/State of incorporation), number and location of offices, principle lines of business, number of employees, days/hours of operation and other pertinent data. Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending mergers) that may affect the Proposer’s ability to perform in accordance with a resulting contract. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract by any Federal, State, or local public agency.

- 3.5.4.3 Describe your firm's most noteworthy qualifications for providing the required services to PSMFC, including years of experience providing like services. Specifically highlight those qualifications that distinguish you from others.
- 3.5.4.4 List any other public agencies to which your firm has provided cost allocation planning and consulting services.
- 3.5.4.5 Identify at least three (3) former clients that PSMFC may contact as references and who can independently evaluate the Proposer's expertise in this area. Describe the work performed for the client and include the name, job title, address, and phone number of a contact person for each reference.
- 3.5.4.6 Describe other lines of business in which your firm is engaged, if any.
- 3.5.4.7 If your organization is a subsidiary or division of a parent firm, provide similar background information on the parent company and identify any other affiliated companies.
- 3.5.4.8 Describe your firm's disclosure policies.
- 3.5.4.9 Provide a copy of your firm's latest peer review report and any attached letter of comment.
- 3.5.4.10 Disclose any existing or potential conflicts of interest between the scope of work required by PSMFC and your firm's other business activity.

3.5.5 Staffing and Project Organization

- 3.5.5.1 Overview: This section should discuss the staff who would be assigned to provide the services to PSMFC, their projected levels of work and their reporting relationships.
- 3.5.5.2 Identify the key personnel who would be assigned to work with PSMFC. Include a brief description of their qualifications and current job functions (including other projects to which they are assigned). Furnish brief resumes (not more than two pages long) for all key personnel; include these as an appendix, not in the body of the proposal.
- 3.5.5.3 Identify the office(s) from which the audit is to be completed along with the number of professional staff by level employed at that office.
- 3.5.5.4 If more than two people would be assigned to this work, include a simple organization chart that clearly delineates communication and reporting relationships among the project staff.
- 3.5.5.5 Describe the training of personnel in governmental and Federal grant auditing.
- 3.5.5.6 Estimate the number of hours to be devoted to this work by each key personnel member.

3.5.6 Work Plan / Technical Approach

- 3.5.6.1 This section should demonstrate the Proposer's understanding of PSMFC's objectives and requirements, demonstrate the proposer's ability to meet those requirements and outline clearly and concisely the plan for accomplishing the specified work.
- 3.5.6.2 Describe succinctly how your firm would accomplish the work and satisfy PSMFC's objectives as described in this RFP. Include time estimates for each significant segment of the audit and the staff level to be assigned.
- 3.5.6.3 The audit work plan should demonstrate the Proposer's understanding of the audit requirements of a single audit as specified in OMB Circular A-133 and describe the audit tests and procedures to be applied in completing the audit plan.
- 3.5.6.4 Describe the methods that would be used to communicate audit results in an effective manner to PSMFC management and Commission.

3.5.7 Cost

- 3.5.7.1 This section should disclose all charges that will be assessed to PSMFC as a result of the services provided by Proposer.
- 3.5.7.2 Quote an estimated annual total fee and total hourly fees for completing all requirements outlined in the Scope of Work.
- 3.5.7.3 Quote rates for additional, optional consulting hours that may be required for special projects/consulting work.
- 3.5.7.4 State your preference for how payments should be made (e.g., monthly, quarterly, semi-annually).
- 3.5.7.5 For all fees listed above, provide quotes for the initial term and for each year of a potential four (4) option years that may follow. The annual total fees shall include all expenses and costs, including direct labor, supplies, travel, indirect costs and profit.

3.5.8 Exceptions / Deviations

State any exceptions or deviations from the requirements stated in this RFP. If your firm wishes to present alternative approaches to meet PSMFC's work requirements, these should be thoroughly explained.

3.5.9 Appendices

- 3.5.9.1 Furnish as appendices those supporting documents (e.g., staff resumes) requested in the preceding instructions.
- 3.5.9.2 Include any additional information you deem essential to proper evaluation of your proposal and which is not solicited in any of the preceding sections.

3.6. PROPOSAL EVALUATION

- 3.6.1 General. All proposals received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements specified in this RFP. An award will be made to the Proposer whose offer is judged to be the most advantageous to PSMFC. PSMFC expressly reserves the right to reject all proposals and make no award under this RFP.
- 3.6.2 Process. All Proposals received in accordance with these RFP instructions will be reviewed, analyzed, evaluated and scored in accordance with the criteria described below. If needed, additional information may be requested from one or more Proposers. Interviews will be conducted with the five (5) top scoring Proposers. The evaluators will then select a Proposer for award.
- 3.6.3 Request for additional information. During the evaluation period, PSMFC may request additional information in order to fairly evaluate a Proposer's offer. If such information is required, the Proposer will be notified in writing (or by email) and will be permitted a reasonable period of time to respond.
- 3.6.4 Evaluation Criteria. By use of numerical and narrative scoring techniques, proposals will be evaluated by PSMFC against the factors specified below. The relative weights of the criteria – based on a 100 point scale – are shown in parentheses. Within each evaluation criterion listed, the sub-criteria are those described in Section 3.5, "Proposal Format and Content". The evaluation criteria are:
- 3.6.4.1. Qualifications, experience, references, and ability to carry out the Scope of Work (25 points);
 - 3.6.4.2. Staffing, Project Organization (25 points);
 - 3.6.4.3. Work Plan/Technical Approach (25 points);
 - 3.6.4.4. Cost (25 points)

3.7. CONTRACT AWARD

- 3.7.1. All qualified proposals will be evaluated and an award will be made to the firm whose combination of cost and technical offers is deemed to be in the best interest of PSMFC.
- 3.7.3. The PSMFC may reject any or all of the proposals if such action is in the PSMFC's interest.
- 3.7.4. The PSMFC may waive informalities and minor irregularities in proposals received.
- 3.7.6. The PSMFC reserves the right to make an award on any item for a quantity less than a quantity offered, at the unit cost or price offered, unless the offer specifies otherwise in the proposal.
- 3.7.7. The PSMFC reserves the right to make multiple awards if, after considering the additional administrative cost, it is in the PSMFC's best interest to do so.

- 3.7.8. Exchanges with proposers after receipt of a proposal do not constitute a rejection or counteroffer by the PSMFC.
- 3.7.9. The PSMFC may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced prices exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the PSMFC Fiscal Manager determines that the lack of balances poses an unacceptable risk to the PSMFC.
- 3.7.10. If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- 3.7.12. The PSMFC may disclose the following information in post-award debriefings to other proposers:
 - 3.7.12.1. The overall evaluated cost of price and technical rating of the successful proposer;
 - 3.7.12.2. The overall ranking of all proposers, when any ranking was developed by the agency during source selection; and
 - 3.7.13.3. A summary of the rationale for award.

3.8. SPECIAL CONTRACT AWARD REQUIREMENTS

3.8.1. Conflict of Interest

The Proposer warrants that, to the best of the Proposer’s knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in Federal Acquisition Regulations Subpart 9.5, or that the Proposer has disclosed all such relevant information.

The Proposer agrees that if an actual or potential organizational conflict of interest is discovered after award, the Proposer will make full disclosure in writing to the PSMFC Fiscal Manager. This disclosure shall include a description of actions that the Proposer has taken or proposes to take, after consultation with the PSMFC Fiscal Manager, to avoid, mitigate, or neutralize the actual or potential conflict.

Remedies – The PSMFC Fiscal Manager may terminate the contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Proposer was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the PSMFC Fiscal Manager, PSMFC may terminate the contract for default, debar the Proposer from PSMFC contracting, or pursue such other remedies as may be permitted by law.

The Proposer further agrees to insert provisions that shall conform substantially to the language of this clause, including this paragraph, in any subcontract, personnel agreement, or consultant agreement hereunder.

3.8.2. Indemnification

Contractor shall indemnify and hold harmless PSMFC and its officers, agents, employees,

boards and commissions, against any and all loss, damages, liability, claims, suits, costs and expense whatsoever, including reasonable attorneys fees, regardless of the merits or outcome of any such claim or suit arising from or in any manner connected to Proposer's negligent performance of services provided or work conducted as a result of this RFP.

3.8.3. Insurance

Minimum Coverages Required. The Contractor selected for this project will be required to present evidence to show, at a minimum, the amounts of insurance coverage indicated below. Contractor is also responsible for any Subcontractors maintaining sufficient limits of the same coverage required by Contractor and the Contractor is responsible for collecting Certificates of subcontractors, as per below:

- Workers' Compensation and Employer's Liability – All employers, including Contractor, that employ subject workers who work under this contract shall comply with State Worker's Compensation laws applicable to the State where the work is performed. Contractor shall ensure that each of its subcontractors complies with these requirements. Not required for sole proprietors.
- Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts of the Contractor, its subcontractors, agents, officers, or employees' performance under this Contract. Combined single limit per occurrence shall not be less than \$500,000. Annual aggregate limit shall not be less than \$1,000,000.
- Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$ 500,000. Use of personal automobile insurance instead of commercial business automobile insurance may be substituted for sole proprietorships. Note: The sole proprietor must either carry a Business Use Endorsement or insure that business use is covered under their personal auto policy.

Subrogation Waiver Provision. Contractor agrees that in the event of loss due to any of the perils for which Contractor is required to provide or perils insured under State Act Workers' Compensation or Commercial Business Automobile Liability Insurance, Contractor shall look solely to its insurance for recovery. Contractor shall hereby grant to PSMFC, its officers, agents, employees, boards, commissions, on behalf of any insurer providing Business Auto Liability, State Act Workers' Compensation, or equivalent Policy coverage to either Contractor or PSMFC with respects to the services of Contractor herein, a waiver of any right to subrogate which any such insurer of said contractor may acquire against PSMFC, its officers, agents, employees, boards, and commissions by virtue of the payment of any loss under such insurances.

Evidence of Insurance Provision. Before the final execution of this contract, Contractor and any Subcontractors shall produce a standard Accord form Certificate of Insurance with Insurance Carriers acceptable to the PSMFC, evidencing all required insurances. The Certificate shall also comply with the Additional Insured Provision, Subrogation Waiver Provision and forward actual endorsements from the Contractor's insurance carriers evidencing required coverage amendments.

Renewal/Cancellation. The respective Insurance Carriers and the Certificate of Insurance shall allow for a minimum of 30-day written notice of cancellation, non-

renewal or reduction of required coverages before the expiration date thereof and the Certificate shall delete the word(s) "endeavor" and the last two lines of a standard Accord Certificate ("But failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives"). Renewal Certificates evidencing the same shall be received 10 days prior to the expiration of the coverages so evidenced. The Certificate evidencing all requirements herein and any reduction of required coverages or cancellation shall be sent to PSMFC Attn: Rick Masters, 205 SE Spokane Suite 100, Portland, OR 97202. Upon request, Contractor shall furnish PSMFC or the appointed Broker the same evidence of insurance for its subcontractors as PSMFC requires of the Contractor.

Approval of the insurances evidenced or the Accord Certificate by PSMFC shall not relieve or decrease the extent to which the Contractor or subcontractor of any tier may be held responsible for payment or any and all damages resulting from its operations. Contractor shall be responsible for all losses not covered by the policy irrespective of no Certificates Filed, expired Certificates, Approved Certificates or for any reason whatsoever.

Sufficiency of Insurance. The insurance limits or coverages required by PSMFC are not represented as being sufficient to fully protect the Contractor. Contractor is advised and responsible to determine its own adequate coverage or limits for the Contractor/subcontractor.

Qualifications. Insurance companies shall be legally authorized to engage in the business of furnishing insurance in the State of the exposure. All insurance companies shall have a current A.M. Best Rating not less than "A-" and shall be satisfactory to PSMFC.

Modify Insurance Requirements. PSMFC reserves the option, at any time, to require additional Insurance to be provided by Contractor or subcontractor or to otherwise revise the requirements for provided insurance. Any such action shall be deemed a directed change entitling the Contractor/Subcontractor to an increase for the costs incurred due to such change. Contractor/Subcontractor shall provide all such information or records as may be required or helpful in determining additional costs.

If Contractor cannot meet the insurance terms/condition herein, would like to exclude the insurance costs from their bid, and would like to employ the use of direct brokerage services, Contractor may request PSMFC to assign an insurance broker that is ready to meet the insurance requirements herein. The appointment of an insurance broker shall not relieve Contractor of any duties or liabilities under the contract.