



RICHMOND METROPOLITAN TRANSPORTATION AUTHORITY
REQUEST FOR PROPOSALS
PROFESSIONAL AUDITING SERVICES

RFP Number: 2021-AUDIT
Issue Date: February 11, 2021
Deadline for Questions: 2:00PM EST, February 23, 2021
Question Addenda Posted: March 1, 2021
Proposal due Date and Time: 12:00PM EST, March 12, 2021

Questions regarding this RFP should be sent to the attention of Paula Watson, at paula.watson@rmtaonline.org by the Deadline for Questions above. All questions received and responses will be posted as an Addenda to this RFP on the Authority's web site.

Proposals must be received in hard copy format and should be delivered to:

Richmond Metropolitan Transportation Authority
Attn: Paula Watson, RFP # 2021-AUDIT
901 E. Byrd St., Suite 1120
Richmond, VA 23219

Hard copies of proposals must be received by the Proposal due Date and Time above. Oral proposals or proposals received by telephone, fax, or e-mail shall be rejected. Proposals must be submitted in sealed packages and clearly marked with the RFP number on the outside of the package. Any proposal received after the deadline shall be deemed non-responsive and returned unopened.

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I. General Information

- A. The Richmond Metropolitan Transportation Authority (the “Authority” or “RMTA”) is requesting proposals from qualified and interested firms of Certified Public Accountants to audit its financial statements for the fiscal year ending June 30, 2021 and for each of the four (4) subsequent fiscal years.
- B. The Authority owns and operates an expressway system serving the metropolitan Richmond, Virginia area. The Virginia General Assembly created the Authority in 1966 and its enabling legislation is set forth in Virginia Code §§ 33.2-2901 et seq.
- C. The Authority's staff prepares the financial statements in the form of a Comprehensive Annual Financial Report ("CAFR") in accordance with guidelines established by the Government Finance Officers Association.
- D. Additional information on the Authority’s operations is available in the Authority’s annual budget and Comprehensive Annual Financial Report, which can be obtained via the Authority’s web site at www.rmtaonline.org.

II. Scope of Services

- A. The successful Offeror shall express an opinion on the fair presentation of the Authority's financial statements in accordance with generally accepted accounting principles.
- B. The audit shall be performed in accordance with generally accepted auditing standards for financial and compliance audits as set forth in the Government Auditing Standards issued by the Comptroller General of the United States; Specifications for Audits of Authorities, Boards and Commissions, issued by the Auditor of Public Accounts of the Commonwealth of Virginia; and the provisions of the Single Audit Act of 1984, OMB Circular A-133, if applicable.
- C. The successful Offeror shall be available to meet with the Authority's Audit Committee or Board of Directors as needed, including but not limited to a meeting to present the audit results (typically by mid- September).
- D. Deliverables and timing: all deliverables are required to be presented to the Authority's Audit Committee in draft form (at least 5 days prior to meeting with Audit Committee) in September. The Audit Committee typically meets and approves all reports by September 25th . The following deliverables are required:
 - i. Independent Auditor's report on the Authority's financial statements including GASB 84 associated statements.
 - ii. Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards
 - 1. The report on compliance and internal control shall include all material instances of noncompliance. Nonmaterial instances of noncompliance shall be reported in a separate management letter
 - iii. The report to provide assurance to the Auditor of Public Accounts as to whether the Authority's census data submitted to the Virginia Retirement System is complete and reasonably free of material misstatements.
 - iv. If applicable, reporting required by the Single Audit Act and the U.S. Office of Management and Budget (OMB) Circular No. A-133.

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- E. Initial drafts of all findings (internal control or compliance) shall be provided to the Director of Finance at the conclusion of the interim fieldwork phase of the audit. Final drafts of the findings shall be provided to the Director of Finance at the conclusion of the final audit fieldwork.
- F. All working papers and reports must be retained, at the successful Offeror expense, for the duration of the contract, plus a minimum of five (5) years thereafter, unless the firm is notified in writing by the Authority of the need to extend the retention period. The successful Offeror will be required to make working papers available upon request. In addition, the successful Offeror shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance without additional charge to the Authority or successor auditor.
- G. Services may be required for official statement review for bond issuances, where the financial statements are included as an appendix.

III. Proposal Format

- A. Each Offeror is responsible for examining and understanding this RFP prior to submitting a proposal. Offerors assume all risk of errors contained in this procurement process and no contract awarded will be increased to cover costs that should have been anticipated by the Offeror.
- B. Responses should be prepared simply and economically, and should provide straightforward and concise responses that satisfy the requirements of this RFP. Emphasis should be placed on completeness and clarity of content, presentation in a non-technical format, and a response tailored specifically to the Authority and the requirements and scope of services set forth in this RFP.
- C. Expensive bindings, color displays, promotional materials, demo CDs, etc. are not needed. All costs directly or indirectly related to the preparation of the proposal, response, and presentations relative to this RFP shall be borne by the Offeror.
- D. Proposals shall be limited to 20 pages in length, exclusive of items requested as an appendix, cover sheets, tables of content, etc. Materials submitted in excess of the specified page maximum will not be reviewed. Preprinted brochure material may be included in the submittal and will not be counted in the page maximum.
- E. The Authority reserves the right to waive any informality in procedure and/or a proposal.

IV. Proposal Requirements: To facilitate comparisons between responding firms, format your response to this request in the following order:

- A. Table of Contents, which cross-references the RFP requirements
- B. Cover Page with a signature of an authorized representative of your firm to:
 - i. Acknowledge any addenda issued
 - ii. Expressly affirm the Offeror meets all of the minimum qualifications applicable under Section IV.G-ii, 1-5 of this RFP (list each and specifically describe how your firm meets each item)
- C. Firm History and Organization

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- i. Include the legal name of the firm, main office address, when and where incorporated along with name, telephone number and email address of person to contact regarding proposal questions.
- ii. State the location of the office from which the work is to be performed, indicate the number of partners, managers, seniors and other professional staff employed at that office and provide an organization chart. Identify any sub-consultants, partners, etc. whose services will be material to this engagement.
- iii. Include a brief history of the firm, including number of years in business and size of firm. Identify a primary point of contact/project manager who will work with the Authority during the contract term.

D. Audit Approach

- i. Include a statement of the Offeror's understanding of the work to be performed.
- ii. Describe the audit approach and procedures to be performed. Give a general description of the tasks that will be completed relating to the deliverables.
- iii. Include an awareness of difficulties in completion of this undertaking and a plan for surmounting them.

E. Timelines

- i. Provide an estimate of timelines and the assigned personnel associated with those tasks.
- ii. Include the approximate date the audit(s) will begin (including preliminary fieldwork) and end (including the approximate dates for delivery of the auditors' reports).

F. Experience and Qualifications

- i. Information about experience should include direct experience with the specific subject matter and describe specific engagements or other professional experience that is relevant to completing the required deliverables.
- ii. List the personnel who will be utilized for the engagement. Indicate their positions and describe their educational and professional backgrounds, with particular emphasis on their qualifications to audit a local government. Provide a statement that they have met the requirements required by Government Auditing Standards, issued by the Comptroller General of the United States.
- iii. Describe what methods your firm employs to ensure that their personnel obtain adequate training in government accounting principles and are familiar with new changes in these principles.

G. Representations and Warranties

- i. Respondent warrants that it has completed, obtained, and performed all registrations, filings, approvals, authorizations, consents or examinations required by government or governmental authorities.
- ii. Respondent warrants that it meets the following minimum qualifications:
 1. The firm and partner are licensed to practice in Virginia as a Certified Public Accountant.

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2. Be a member of the American Institute of Certified Public Accountants and adhere to the AICPA professional standards of audit practices and conduct.
 3. Be independent of the Authority, as defined in the Ethical Rules of the AICPA.
 4. The Offeror's staff supervisor proposed to be assigned to the Authority's audit must have at least five (5) years of experience auditing similar governmental units.
 5. The firm will provide adequate supervision of their field staff on a day-to-day basis.
- iii. Respondent warrants that it has not paid and will not pay, has not given and will not give, any remuneration or thing of value directly or indirectly to the Authority or any of its board members, officers, employees, or agents, or any third party except as disclosed to the Authority with its response to this RFP or otherwise, including, but not limited to, a finder's fee, cash solicitation fee, or a fee for consulting, lobbying or otherwise.
 - iv. Respondent warrants that it has established ethics and conflicts of interest policies and procedures, and proper internal compliance controls are in place.
 - v. Respondent warrants that it will inform the Authority of any personnel changes in leadership positions immediately.

H. References

- i. Provide a list of your Virginia public sector clients for the last five years. Indicate the type of services performed and number of years served for each.
- ii. Provide a contact person, e-mail, and telephone for at least three Virginia public sector clients for which services were provided in calendar year 2020.

I. Appendix

- i. Provide a copy of the firm's formal ethics or conflicts of interest policy.
- ii. Provide a copy of the firm's formal diversity policy.
- iii. Provide a copy of the report on the firm's most recent peer review and certification that the firm has met the peer review standards of the AICPA and Government Auditing Standards.
- iv. Provide a current certificate of insurance confirming relevant insurance coverage is currently in effect.

J. Cost of Services

- i. Professional fees are **NOT** to be submitted with your proposal. Non-binding cost proposals will be requested during the interview process.

V. Submittal Instructions

- A. Each Offeror shall submit five (5) copies of its proposal.
- B. An authorized representative of the Offeror shall sign proposals. All required information must be submitted, and failure to submit all required information may result in the Authority rejecting the proposal or giving a lower evaluation.

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- C. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. It is helpful to repeat the text of the requirement as it appears in the RFP.
- D. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk lower scores or elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

VI. Evaluation and Selection Criteria

- A. In addition to the Authority's right to reject unacceptable proposals as provided in this RFP, the Authority reserves the right to reject any and all proposals, and to waive minor irregularities in the proposal documents. Upon rejection of proposals, the Authority may re-advertise or otherwise award the desired engagement. The Authority reserves the right to request additional information from any and all Offeror(s) to assist it in its evaluation and selection process. The Authority reserves the right to negotiate the terms and conditions of any contract or engagement letter with the selected Offeror, including the scope of services to be provided, the fees therefore and the terms and conditions of the resulting agreement.
- B. The review and evaluation of proposals and the interviews, discussions and negotiations with Offerors are to be conducted by a selection committee formed by the Authority.
- C. The Offeror will be evaluated and ranked based on the following evaluation criteria
 - i. Overall completeness, clarity, and quality of proposal
 - ii. Proven record of expertise and independence in auditing local governments
 - iii. Experience and professional qualifications of the audit team
 - iv. Understanding of scope of services and audit approach
 - v. References from other governmental entities
- D. Once each member of the committee has independently reviewed each proposal, the committee will conduct interviews with the top ranked firm(s) based on the criteria listed above.
- E. During the interview process, non-binding cost estimates will be requested. These estimates will be used in the final ranking of firms. Once the interview process is complete and non-binding cost estimates are received, the committee will finalize the rankings to determine the top ranked firm.
- F. Final negotiations for a binding estimate of cost will begin with the top ranked firm. If a contract acceptable to the Authority cannot be negotiated at a price considered fair and reasonable, negotiations shall be terminated with the top ranked firm and negotiations will then proceed with the next highest ranked firm until an agreement is reached.
- G. In addition, should the Authority determine that only one Offeror is fully qualified, or that one respondent is clearly more highly qualified than the others under consideration, it may proceed to negotiate a contract with that Offeror.

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- H. All Offerors will be notified in writing of the Authority’s award decision resulting from this RFP. In addition, public notice of award will be made by publication on the Authority’s web site at <http://www.rmtaonline.org>.

VII. Contract Award

- A. The Authority intends to enter into a contract for an initial term not to exceed three (3) years, terminable without cause by either party at any time upon thirty (30) days prior written notice, provided, however, that the Offeror may not so terminate if it will result in a substantial inconvenience, burden, delay, or hardship upon the Authority, as reasonably determined by the Authority. The contract may be renewable for two (2) additional one (1) year periods solely at the Authority’s option.

VIII. Public Information

- A. Disclosure of any information submitted in response to this RFP is governed by applicable Virginia law, including the provisions of the Virginia Freedom of Information Act (“FOIA”), and the Authority makes no representations as to the avoidance of disclosure if a proper FOIA request is made. To the extent an Offeror wishes to protect trade or proprietary information from disclosure, it must identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to mark the data or other materials as stated may result in information, data or other materials being released to another proposer, offeror or public or private person. An Offeror may not mark every page of the proposal as proprietary information.
- B. The Authority shall undertake to advise the Offeror of any request for disclosure under FOIA for any material designated by the Offeror as a trade secret or proprietary to allow the Offeror opportunity to take steps to prevent disclosure. By submitting its proposal, however, the Offeror agrees to release the Authority from any liability for disclosures made in response to a FOIA request.

IX. General Conditions

- A. The Authority strongly encourages the submission of proposals by firms whose principal business operations are located in the Richmond metropolitan area and further strongly encourages such firms to utilize the services of local subcontractors if needed.
- B. The Authority is committed to increasing the opportunities for participation of small businesses and businesses owned by women, minorities, and service disabled veterans and businesses located in the Richmond metropolitan area in all facets of the Authority's activities, including procurement transactions, and to ensure diversity in its procurement and contract activities. The Authority welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the Authority, and the Authority actively solicits both small business, women-owned and minority (SWAM) businesses to respond to all Invitations for Bids and Requests for Proposals. All solicitations are posted on the Authority's web site. These businesses are encouraged to respond to all solicitations. In addition, the Authority

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strongly encourages each Offeror and/or supplier with which the Authority contracts to actively solicit small businesses and businesses owned by women, minorities, and service disabled veterans, and businesses located in the Richmond metropolitan area as subcontractors/suppliers for their projects. Respondents shall submit a summary of the firm's inclusion program and current firm profile with its responses to this RFP. Upon award/completion of work, the Authority may require the selected Offeror to furnish additional data regarding subcontractor/supplier activity with small businesses, minority-owned businesses, women-owned businesses, businesses owned by service disabled veterans and businesses located in the Richmond metropolitan area on a certification form to be provided by the Authority to the selected Offeror. This information will enable the Authority to document the dollar level of activity and measure the success of its purchasing and contracting efforts.

- C. The Authority reserves the right to reject any and all proposals and to waive any irregularities in order to award the concession that is in the best interests of the Authority. The Authority reserves the right to modify, change, amend or withdraw this RFP. Any such change to this RFP will be made in writing. The Authority will notify all potential respondents of amendments by issuance of an addendum, and will, if necessary, adjust the due date of the Proposal submission. If the Authority issues an addendum, amendment or supplement to this RFP, each Offeror shall initial a copy of such amendment and attach it to its Proposal. By initialing and submitting a copy of the addendum, amendment or supplement, the Offeror agrees to the terms of the addendum. The Authority shall have the right to refuse to consider a Proposal if an Offeror fails to initial and submit a copy of such amendment prior to or at the date and time established for receipt of Proposals.
- D. Each Offeror assumes all responsibility for complying with all federal, state and local laws and regulations pertaining to the preparation and completion of the proposal.
- E. During the term of the engagement, each Offeror shall agree as follows:
 - i. The Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin except where religion, sex, disability or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Offeror. The Offeror agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth provisions on this nondiscrimination clause.
 - ii. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that such Offeror is an equal opportunity employer.
 - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for the purpose of meeting the foregoing requirements. The Offeror will include the provisions of the foregoing paragraphs (1) and (2) and this paragraph (3) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

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- iv. The Offeror, by signing the Proposal, certifies that it does not and will not during the performance of the work violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens, or otherwise knowingly employ an unauthorized alien (as defined in such legislation).
 - v. The Offeror agrees to (a) provide a drug-free workplace for its employees; (b) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (c) state in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace; and (d) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. A "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- F. All Offerors are hereby placed on notice that neither the Authority nor its employees or agents or members of its Board of Directors shall be lobbied either individually or collectively regarding this RFP. Offerors, consultants and their agents are hereby advised that they are not to contact members of the Authority or staff members for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit, or have submitted a Proposal. **ANY FIRM CONTACTING INDIVIDUALS MENTIONED HEREIN SHALL BE IN VIOLATION OF THIS WARNING AND SHALL AUTOMATICALLY BE DISQUALIFIED FROM FURTHER CONSIDERATION FOR THIS REQUEST FOR PROPOSALS.**
- G. The Authority, in its discretion, will commence the engagement on a date that best accommodates the schedule of the successful Offeror and the Authority and any transition hereunder.
- H. This RFP and each and all parts, exhibits and appendices thereof shall in all respects be and constitute a part of the agreement to be entered into with the successful Offeror.
- I. No Proposal shall be withdrawn except with the consent of the Chief Executive Officer of the Authority (or designee) for a period of ninety (90) days following the receipt date of proposals (subject to earlier acceptance). Proposals may be withdrawn by written notice received at any time before the deadline for submitting Proposals.
- J. Unacceptable Proposals -- The Authority, in its discretion, may refuse to consider or evaluate a Proposal for any of the following reasons:
- i. Evidence of collusion.

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- ii. Unsatisfactory performance record, including but not limited to, failure to faithfully comply with lease or contract terms and obligations, conduct, workmanship, progress, as shown by past or current contracts or agreements with the Authority or any other entity.
 - iii. Uncompleted contracts, whether with the Authority or otherwise, that might hinder or prevent compliance with the requirements of this RFP and the Agreement.
 - iv. If an Offeror has previously defaulted in the performance of, or failed to complete a public contract, or has been convicted of a crime arising from or in connection with the negotiation, execution or performance of a previous public contract.
 - v. Any other apparent inability, financial or otherwise, to fulfill the requirements of the engagement.
- K. The Authority reserves the right not to award a contract to any person, firm or corporation that does not comply with applicable laws.
- L. Ethics in Public Contracting - Pursuant to Virginia Code 18.2-498.4, the Offeror hereby certifies that, by submitting a proposal, such proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under the Virginia Government Frauds Act. By submitting its proposal, Offerors certify that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than normal value, present or promised unless consideration of substantially equal or greater value was exchanged.
- M. Indemnification of Authority - The successful Offeror shall defend, indemnify and hold harmless the Authority, its directors, officers, agents, employees and representatives from any and all claims, demands, suits, actions or judgments, including attorney fees, alleged or claimed to have been caused whole or in part by or through the performance by the successful Offeror, or by reason of any actions or activities of the successful Offeror whether or not such damage is caused by or attributable to a party indemnified hereunder. In any and all claims against the Authority or against any of its directors, officers, agents or employees by the successful Offeror or any employee of the successful Offeror, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation under this section shall not be restricted by any limitation on the amount or type of damage, compensation or benefits payable by or for the successful Offeror under Workers' Compensation Acts, disability acts or other employee benefit acts.
- N. Laws and Courts - Any contract resulting from this RFP 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 Circuit Court of the City of Richmond. The successful Offeror shall comply with all applicable federal, state and local laws and regulations.
- O. Antitrust - By entering into a contract, the Offeror conveys, sells, assigns, and transfers to the Authority 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

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and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Authority under such Contract.

- P. Insurance - The successful Offeror shall maintain, at its own expense, insurance coverage for its operations, with terms and limits agreeable to the Authority, and shall name the Authority as an additional insured with respect to the work performed under this RFP, and shall provide the Authority with a certificate of insurance prior to execution of a contract. The insurance will protect the successful Offeror and the Authority from claims that may arise out of or result from the Offeror's execution of the work, whether such execution be by the firm, its, employees, agents, subcontractors, or by anyone for whose acts any of them may be liable, with coverage as shall fully protect the Authority, the firm and the public from any and all claims for injury and damage resulting by actions on the part of the Offeror or its agents, etc. Unless otherwise agreed to by the Authority, errors and omissions/professional liability limits may not be less than \$1,000,000, commercial general liability limits may not be less than \$1,000,000 per accident/\$2,000,000 aggregate, business automobile liability limits may not be less than \$500,000 combined single limit, per occurrence, and worker's compensation/employer's liability as prescribed by statutory limits.
- Q. Assignment of Contract - The contract shall not be assigned by the Offeror in whole or in part without the prior written consent of the Authority.
- R. Ownership of Material - Ownership of all data, materials and documentation originated and prepared for the Authority pursuant to the RFP shall belong exclusively to the Authority.
- S. Faith-Based Organizations - The Authority does not discriminate against faith-based organizations.
- T. Contractor's Authorization To Transact Business - In accordance with § 2.2-4311.2 of the Code of Virginia, any Offeror organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. Any Offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the State Corporation Commission. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, shall include in its proposal statement describing why the Offeror is not required to be so authorized. Failure to provide the required information may result in the rejection of the Proposal.