



UNION STATION REDEVELOPMENT CORPORATION

REQUEST FOR PROPOSALS

AUDIT SERVICES



Issue Date: January 13, 2022

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UNION STATION REDEVELOPMENT CORPORATION
REQUEST FOR PROPOSALS - FINANCIAL ADVISORY SERVICES

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1.0 INTRODUCTION

1.1 PURPOSE

Union Station Redevelopment Corporation (“USRC”) is currently inviting Proposals from Certified Public Accountants interested in providing annual audit services for a period of three years. The first audit under this engagement would be for the fiscal year from October 1, 2021 to September 30, 2022.

Proposals provided in response to this Request for Proposals (RFP) that comply with the submittal requirements set forth in Section 3.4 PROPOSAL INFORMATION AND CONTENT will be evaluated in accordance with the criteria and procedures described in Section 5.0 EVALUATION CRITERIA. Based on the results of the evaluation, USRC expects to award a contract to the most advantageous Proposer based on the cost and the evaluation factors set forth in this RFP.

1.2 DESCRIPTION OF SERVICES

This project involves the typical professional auditing services to produce audited financial statements, management letters, and other supporting documents. Services are also needed to conduct special audits on an as-needed basis.

Scope items include:

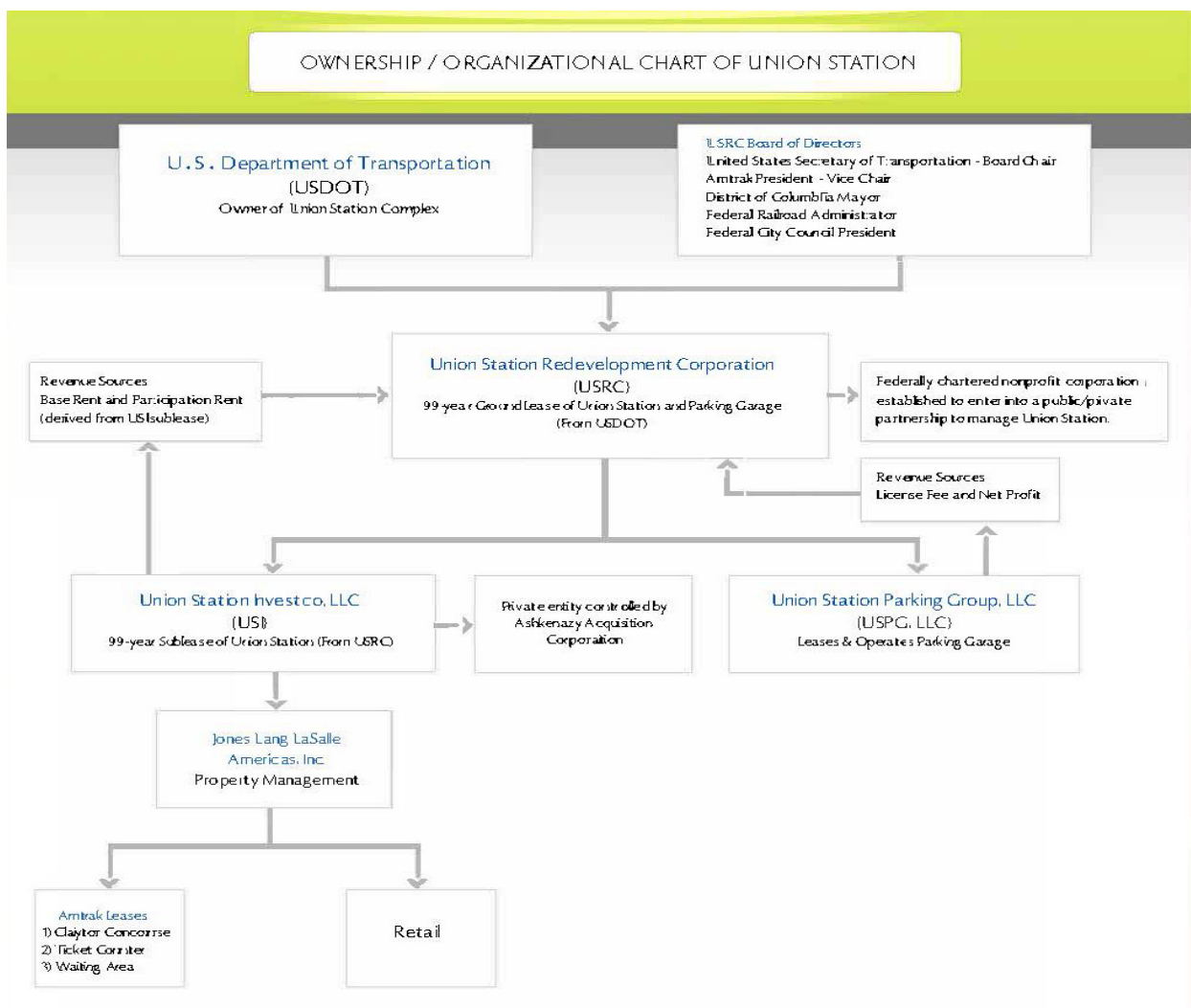
- Audit of Financial Statements,
- Preparation and presentation of Management Letters,
- Preparation and presentation of USRC Board of Directors Letters,
- Presentation of Audit results to the USRC Board of Directors,
- Provision of ongoing advice to USRC and its outside bookkeepers on how to properly address policy changes or new areas of work, and
- Special audits on an as-needed basis.

1.3 BACKGROUND

USRC was created by the United States Department of Transportation in 1983 as a non-profit corporation for the purpose of managing the redevelopment of Washington Union Station (a federally owned building) in accordance with The Union Station Redevelopment Act of 1981 (PL97-125). Specifically, the Act authorized the Secretary of Transportation to achieve the goals of historic preservation and improved transportation use, utilizing the private sector and minimizing any requirement for federal assistance. USRC is governed by a Board of Directors comprised of the Secretary of Transportation (Chair), the President of Amtrak (Vice Chair), the

Mayor of the District of Columbia, the Federal Railroad Administrator, and the President of the Federal City Council.

Union Station sits on 12.5 acres within walking distance of the U.S. Capitol, U.S. Supreme Court, the National Mall, and the Library of Congress. The station also connects two thriving residential neighborhoods, NoMa and Capitol Hill. As the main multimodal transportation hub for the District of Columbia, the station provides rail services for Amtrak and regional commuter lines, the busiest weekday metro station, the only intercity bus terminal in the District of Columbia, and numerous other amenities for local transit and the surrounding neighborhoods. In addition to the multimodal transit services, the station is a historic landmark and a commercially successful retail center.



For the fiscal year that ended in September 2021, USRC’s actual revenue was \$8.5 million through two primary sources of revenue. USRC’s sublease with the station developer, Union Station Investco LLC (USI), provided approximately 70 percent of USRC’s revenue and the

operation of the parking garage provided approximately 30 percent. Typically, these figures are reversed, but parking garage revenue was significantly reduced due to the COVID-19 pandemic. USRC currently has a full-time staff of five, supplemented with two part-time employees. USRC utilizes the firm of RSM US LLP (“RSM”) to provide outside bookkeeping services. USRC is responsible for providing all financial information to RSM for preparation of monthly statements. Information supplied includes bank statements, vendor payments (checks and ACH), payroll, contracts, and debt obligations. RSM prepares the monthly statements and USRC reviews and advises RSM of any necessary changes before the statements are finalized. Additionally, RSM prepares quarterly compilation statements and performs year-end closeout work. RSM is also responsible for preparation of annual Form 990 tax forms and DC Unclaimed Property Verification reports.

1.4 PROJECT OBJECTIVES

The objectives of this solicitation include:

- Securing the services of a professionally solid auditing firm with extensive experience in providing services to non-profit organizations,
- Securing auditing services that best satisfy the current and future needs of USRC,
- Securing a firm that will ensure a seamless transition of services from USRC’s current auditors,
- Securing a firm that has the capability to meet all auditing deadlines, and
- Securing services that represent the best quality and value to USRC.

1.5 OBTAINING THE RFP

Proposers may obtain copies of the RFP by accessing USRC’s website or from the designated point of contact identified in Section 1.8 of this RFP.

1.6 PRE-PROPOSAL CONFERENCE

USRC may hold either an in-person or a virtual Pre-Proposal Conference on January 21, 2022 at 11:00 am. If in person, the conference will be held in the Union Station Redevelopment Corporation Office located at 750 First Street NE, Suite 1010, Washington, DC 20002. Proposers will receive an invite link from the designated point of contact in Section 1.8 of this RFP. USRC requests that Proposers limit participation to no more than two representatives from any one firm. In the event of inclement weather or other events, USRC follows the Federal Government’s determination for closures and delays.

Participation in the Pre-Proposal Conference is encouraged, but is not mandatory. The purpose of the Pre-Proposal Conference is to provide information regarding the RFP to potential Proposers.

Questions will not be answered during the Pre-Proposal Conference, but will be addressed pursuant to Section 2.2 of this RFP.

1.7 PROPOSAL DUE DATE

All Proposals are due electronically to USRC at kforma@usrcdc.com on or before February 9, 2022 (the “Proposal Due Date”) at 12:00 pm. All submitted Proposals will be time and date stamped according to the time stamp on the electronic mail. Any Proposals received after this appointed time and date will be considered late and will be returned unopened. The Proposal Due Date can be changed only by an addendum issued by USRC.

1.8 QUESTIONS AND COMMUNICATIONS REGARDING THE SOLICITATION

All questions or communications regarding this solicitation must be directed in writing to the designated point of contact for this procurement:

Kevin Forma
2nd Century Program Manager
Union Station Redevelopment Corporation
750 First Street NE, Suite 1010
Washington, DC 20002
kforma@usrcdc.com

Proposers should not attempt to contact or communicate with the designated point of contact by telephone or any means other than in writing, nor may they attempt to contact or communicate with any other USRC personnel, staff, or representatives about this solicitation. A Proposer’s failure to comply with this direction may result in disqualification of the Proposer’s Proposal. The following communications, initiated by USRC at USRC’s complete discretion, may be excepted from this rule: questions raised during pre-bid/pre-proposal conferences or USRC sanctioned discussions, negotiations, or clarifications of Proposals. If USRC selects to initiate one or more of these communications, proposers must strictly comply with USRC’s direction regarding the nature and timing of such communications. This provision does not mean or imply that any Proposer is guaranteed an opportunity to engage in pre-bid/pre-proposal conferences, discussions, negotiations, or clarifications of Proposals.

Any response to questions made by USRC will be provided in writing to all known potential Proposers by addendum. No verbal responses shall be authoritative.

1.9 SELECTION PROCESS SCHEDULE

Issuance of RFP	January 13, 2022
Pre-Proposal Conference	January 21, 2022
Proposal Due Date	February 9, 2022
Notification of Interviews	February 18, 2022
Interviews	March 1, 2022
Firm Selection (under Contract)	April 1, 2022

2.0 INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

The procurement method will be a competitive sealed Proposal process. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their Proposal will be disqualified as being non-responsive.

2.2 CLARIFICATION AND ADDENDA

Proposers must prepare requests for information or clarification in writing for USRC's consideration as set forth in this section of this RFP. While USRC has not placed an initial limitation on the number of requests that can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), USRC will set restrictions on the frequency and number of requests permitted. USRC will not respond to requests, oral or written, received after January 24, 2022 at 12:00 pm.

Proposers are advised that this section places no obligation on the part of USRC to respond to any or all requests for information or clarification, and that USRC's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP. Requests for information or clarification regarding this RFP shall only be submitted in writing (letter or email) to the designated point of contact identified in Section 1.8 of this RFP. All responses to written requests for information or clarification, or additional information will be distributed as addenda to this RFP by email to all recipients of this RFP known to USRC.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of USRC shall be binding. Proposers who submit a Proposal in reliance on any such oral information risk having their responses to this RFP deemed non-responsive.

During the period provided for the preparation of Proposals, USRC may issue addenda to this RFP. These addenda will be numbered consecutively and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum in writing to the designated point of contact. This acknowledgment shall include all addenda distributed prior to the Proposal Due Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Due Date.

2.3 TERM OF CONTRACT

The term of the contract is expected to be three (3) years or until the final completion of all elements of the scope of work (hereinafter, the “Project”).

2.4 PROPOSAL EVALUATION

All Proposals will be evaluated using the criteria specified in Section 5 of this RFP. Selection will include an analysis of Proposals by an Evaluation Committee designated by the President and CEO. The Evaluation Committee will include USRC personnel and may include outside experts and representatives from USRC’s affiliate agencies. The committee may request oral interviews (virtual or in person) with a select number of proposers.

2.5 RESERVED RIGHTS

USRC reserves the right to accept or reject any and/or all Proposals, to waive irregularities and technicalities, and to request resubmission. Any response from a Proposer that is received may or may not be rejected by USRC depending on available competition and timely needs of USRC. There is no obligation on the part of USRC to award the contract(s) to the lowest Proposer(s) and USRC reserves the right to award the contract(s) to the responsible Proposers submitting responsive Proposals. USRC shall be the sole judge of the Proposals that are in its best interest and its decision shall be final. Also, USRC reserves the right to make such an investigation as USRC deems necessary to determine the ability of any Proposer to perform the work or service requested. The Proposer shall provide information that USRC deems necessary to make this determination. Such information may include, but shall not be limited to, the Proposer’s current financial statements prepared by an independent CPA, verification of availability of personnel, and past performance records.

2.6 APPLICABLE LAWS

All applicable laws, ordinances, and regulations of the District of Columbia shall apply.

2.7 ACCURACY OF RFP AND RELATED DOCUMENTS

USRC assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, USRC will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the designated point of contact as identified in Section 1.8 of this RFP in writing. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.8 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information that is necessary in their judgment in order to assume the responsibility for the scope of work described in this RFP prior to the submittal of their Proposal.

2.9 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions intended to remain confidential. USRC, at its sole discretion and subject to applicable law, will determine whether such exemption applies. USRC has sole discretion to make such determination regarding the disclosure of information and, by responding to this RFP, Proposers waive any challenge to USRC's decisions in this regard. Marking all or substantially all of a proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that USRC, its staff, and its consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.10 USRC RIGHTS AND OPTIONS

This RFP constitutes an invitation to submit Proposals to USRC. Without limitation or penalty, USRC reserves and holds at its sole discretion the following rights and options:

1. This RFP does not obligate USRC to select, procure, or contract for any services whatsoever.

2. USRC reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by USRC.
3. All costs incurred by a Proposer in connection with responding to this RFP (including legal costs), the evaluation and selection process undertaken in connection with this procurement, and any negotiations with USRC will be borne by the Proposer.
4. USRC reserves the right to reject all Proposals and components thereof, to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of USRC's determination.
5. USRC may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
6. USRC reserves the right to waive any technicalities or irregularities in the Proposals.
7. USRC reserves the right to eliminate any Proposer that submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
8. USRC may request Proposers to send representatives to USRC for interviews and presentations.
9. To the extent deemed appropriate by USRC, USRC may select and enter into negotiations with any Proposer submitting a Proposal that is found to be reasonably susceptible for award.
10. USRC reserves the right to discontinue negotiations with any selected Proposer.
11. USRC reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
12. All Proposals (other than portions thereof subject to patent or copyright protection) become the property of USRC and will not be returned, and USRC reserves the right to utilize all such information contained in the Proposals without further cost to USRC.
13. USRC may add to or delete from the Project Scope of Work set forth in this RFP.
14. Any and all Proposals not received by the Proposal Due Date and time shall be rejected and returned unopened.
15. Neither USRC, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
16. USRC, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
17. USRC reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in their Proposal.
18. USRC reserves the right to award multiple contracts to perform the Scope of Work.
- 19. By responding to this RFP, Proposers acknowledge and consent to the rights, conditions, and terms set forth in this RFP, including those set forth in the contract, which is attached as Exhibit A, except as modified in the red-line version submitted in accordance with Section 2.15 (25) of this RFP.**

2.11 TERMINATION OF NEGOTIATIONS

USRC, at its sole discretion, may exclude a Proposer from further participation in any negotiation process, if USRC determines that the Proposer is failing to progress in the negotiations or if the terms of their Proposal are less advantageous than those of other Proposers. USRC will give written notice of its decision to the Proposer, which shall be sent in writing, signed by USRC.

2.12 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, USRC will evaluate the responses, including the references, experience, and other data relating to the Proposer's qualifications. If requested by USRC, a Proposer may be required to submit additional or supplemental information to determine whether the Proposer meets all of the qualification requirements.

2.13 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to USRC's project manager, who will be identified following execution of the contract.

2.14 SUBSTITUTION OF APPROVED KEY TEAM MEMBERS:

USRC will select the key team members to perform the services contemplated under this solicitation based, in part, on the past successful experience and expertise of the proposed team members. Accordingly, key team members presented to USRC during the solicitation process, or specifically approved by USRC, shall not be replaced or removed during the terms of the contract without the prior written approval of USRC. If any key member of USRC's approved team shall retire, resign, or otherwise cease employment then a replacement shall promptly be appointed, subject to prior approval by USRC.

USRC reserves the right to reject any replacement team member. If USRC, in its sole discretion, determines that any key team member is performing their responsibilities under the contract in an unsatisfactory manner or if irreconcilable differences or an unworkable relationship shall arise, the firm shall, within five (5) days after receipt of written notice from USRC of such circumstance, replace such key team member with a successor acceptable to USRC. Any changes in the staffing of the project will require written notification to USRC and USRC's written approval of the replacement team member.

2.15 GENERAL REQUIREMENTS

The following information pertains to the submission of a Proposal to USRC and contains instructions on how Proposals must be presented in order to be considered. If specific conditions or instructions in the text of this RFP conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to this RFP must be formatted as specified in Section 3.4 PROPOSAL INFORMATION AND CONTENT of this RFP. Additional sheets, literature, etc. will not be allowed. Page limitations, if included, must be followed as specified in this RFP.
2. Proposals received after the Proposal Due Date and time will not be opened or considered.
3. By submitting a signed Proposal, the Proposer agrees to accept an award made as a result of the submission of the prices and terms contained in that Proposal. Prices proposed must be audited by the Proposer to ensure correctness before the Proposal is submitted. Offered prices and fees shall be irrevocable for a period of 120 days following the Proposal Due Date. The USRC Procurement Officer may request Proposers to extend the 120 days. The person signing the Proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of this RFP and the Proposal shall be attached to and become a part of a valid contract between USRC and the Proposer upon notice of award of contract in writing.
4. Any contract awarded as a result of this Proposal shall comply fully with all Local, District of Columbia, State, and Federal laws and regulations.
5. Absolutely no fax Proposals or reproduction Proposals will be accepted.
8. A Proposer must type or neatly print the firm's name, as well as the full legal name and title of the person signing the Proposal, in all appropriate places. The Proposer's signature must be executed by a principal of the firm duly authorized to make contracts and bind the firm to all terms being proposed.
9. Proposals may be withdrawn upon receipt of a written request prior to the Proposal Due Date and time. If a firm seeks to withdraw a Proposal after the Proposal Due Date and time, the firm must present a written statement indicating that an error was made.
10. The Proposer must propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original RFP requirements. Failure to indicate any exceptions shall be interpreted as the Proposer's intent to fully comply with the RFP requirements as written. Conditional or qualified Proposals (except as specifically allowed in the RFP) are subject to rejection in whole or in part.
11. USRC shall be the sole judge of the quality and the acceptability of all Proposals.
12. The successful Proposer must assume full responsibility for delivery of all goods and services proposed and agree to hold harmless and indemnify USRC from and against all responsibility and costs for prosecuting or defending claims arising out of the performance of the contract work (including, but not limited to, losses, demands, damages and liabilities of any kind,

including reasonable attorneys' fees, costs and expenses incident thereto, for bodily injury, sickness or death, and property damage or destruction).

13. The successful Proposer shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.

14. The successful Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any or all of its rights, title, or interest therein without prior written consent of USRC.

15. Proposals must contain references that reflect successful completion of contracts for the types of services for which the Proposer is submitting the Proposal to USRC. In instances where that does not apply, the Proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the firm submitting the Proposal as capable of meeting the demands of the Proposal should an award be made to them.

16. Proposers submitting Proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Proposals and are in all respects competent and able to fulfill the terms of the RFP requirements. USRC may make such investigations as it deems necessary to determine the ability of the Proposer to perform such work and reserves the right to reject any Proposal if evidence fails to indicate that the Proposer is qualified to carry out the obligation of the contract and to complete the work satisfactorily.

17. By submitting a signed Proposal, the Proposer certifies that there has been no collusion with any other Proposer.

18. Upon notice of selection, the Proposer submitting the Proposal is obligated to perform. Should a successful Proposer refuse to enter into a contract subsequent to an award, the Proposer may be found to be "non-responsible" in the future.

19. In case of default by the successful Proposer, USRC may procure the articles or services from another source and hold the successful Proposer responsible for any resultant excess cost.

20. Successful Proposers contract directly with USRC and are the party obligated to perform.

Contracts may not be assigned and any failure to perform the contract in accordance with the RFP requirements will constitute a breach of contract and may result in a Proposer being found to be "non-responsible" in the future.

21. USRC reserves the right to accept or reject any or all Proposals, or any part thereof, and to waive any technicalities. USRC reserves the right to award a contract based on this RFP and the Proposal(s) received (in whole or in part) to one or several Proposers.

22. Awards will not necessarily be based on cost alone. Other factors, as detailed in this RFP, will be considered in determining which Proposal will be deemed to best meet the needs of USRC.

23. It is the policy of USRC that the evaluation and award process for USRC contracts shall be free from both actual and perceived impropriety and that contacts between potential Proposers and USRC, elected officials, and staff regarding pending awards of USRC contracts shall be prohibited. To that end,

- a. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any USRC officer, employee, or designated USRC representative between the date of the issuance of this solicitation and the date of USRC's recommendation for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation and
- b. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if the same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the point of contact.

24. Any Proposer intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with their Proposal. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with USRC, or be accompanied by a document, binding upon the Joint Venture and their constituent members, making such designation. Proposals from Joint Ventures that do not include these documents will be rejected as being "non-responsive".

25. Proposers shall submit a red-line version of the contract, attached as Exhibit A to this RFP, showing all terms and conditions that the Proposer believes must be revised, added, or deleted in order to accept an offer of award. USRC reserves and holds at its sole discretion the right and option to accept any of the proposed changes. Failure to submit a red-line version of the contract or a certification that the proposed contract is acceptable in its complete form shall result in the Proposal being rejected as "non-responsive".

26. USRC will not enter into a contract, in excess of \$25,000, with any party or parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and contractors declared ineligible under statutory or regulatory authority. **Proposers shall provide their DUNS Number and CAGE Code along with certification regarding their exclusion status and that of their principal employees, as part of their Proposal.**

2.16 PERSONAL CONFLICTS OF INTEREST

It is the policy of USRC to require contractors to identify and prevent personal conflicts of interest of their personnel and other representatives. A personal conflict of interest arises when a contractor or their employee or independent contractor has a financial interest, personal activity, or relationship that could impair that person's ability to act in the best interests of USRC when performing under a contract with USRC or that could impair the impartiality of USRC's procurement process.

3.0 PROPOSAL REQUIREMENTS

3.1 SUBMISSION REQUIREMENTS

All Proposals, including all attachments, must be received by USRC via electronic mail (kforma@usrcdc.com) no later than the Proposal Due Date (February 9, 2022) and time (12:00 pm) and be addressed to:

Kevin Forma
Union Station Redevelopment Corporation
750 First Street NE, Suite 1010
Washington, DC 20002

Each Proposal must meet the requirements noted in this RFP. The required content of the Proposal is specified in Section 3.4 PROPOSAL INFORMATION AND CONTENT of this RFP. The Proposer must sign the Proposal.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals organized as shown in Section 3.4 PROPOSAL INFORMATION AND CONTENT. Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. USRC reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

3.3 SCOPE OF WORK

The successful proposer will be expected to professionally provide the following services:

- Conduct an examination of USRC's financial statements in accordance with generally accepted auditing standards with a goal of expressing an unqualified opinion that the financial statements are fairly presented, in all material respects, in accordance with generally accepted accounting principles (generally accepted government auditing standards and OMB A133 requirements, if applicable). This includes preparing a management letter and discussing it with management in advance of and with USRC's corporate officers prior to the applicable Quarterly Board Meeting. This will also include a presentation of findings at the applicable Quarterly Board Meeting.
- Conduct an examination of the Capital Maintenance Reserve Fund (CMRF) escrow fund with generally accepted auditing standards with a goal of expressing an unqualified opinion that the financial statements are fairly presented, in all material respects, in accordance with generally accepted accounting principles. This includes preparing a management letter and discussing it

with management in advance of and with USRC's corporate officers prior to the applicable Quarterly Board Meeting. This will also include a presentation of findings at the applicable Quarterly Board Meeting.

- Conduct an examination of the Union Station 2nd Century Master Plan with generally accepted auditing standards with a goal of expressing an unqualified opinion that the financial statements are fairly presented, in all material respects, in accordance with generally accepted accounting principles. This includes preparing a management letter and discussing it with management in advance of and with USRC's corporate officers prior to the applicable Quarterly Board Meeting. This will also include a presentation of findings at the applicable Quarterly Board Meeting.
- Conduct an examination of the Intercity Bus Deck Passenger Fee payments received from intercity operators by performing an agreed upon procedure examination with all five current intercity operators.
- Conduct an examination of Garage and Bus Deck Facility revenues, cash control, accountability, and handling in accordance with generally accepted auditing standards.
- Provide ongoing advice to USRC and its outside bookkeepers on how to properly address policy changes or new areas of work.
- Conduct special audits on an as-needed basis to address specific financial and compliance issues or internal controls.

3.4 PROPOSAL INFORMATION AND CONTENT

Proposers shall submit a Proposal responding to the items listed below identified by PART number and Title in the order shown. Responses must be in sufficient detail to provide for meaningful evaluation and assessment, but please limit your Proposal response to no more than thirty (30) pages.

PART 1: Letter of Introduction/Executive Summary

Among other items, provide an executive commitment regarding support for the success of the Engagement and a summary of reasons for selection of the Proposer.

PART 2: Experience of the Firm including Joint Ventures and/or Sub-Contractors

- Provide background of the firm, including location, years in business, number of employees, areas of expertise, etc.
- Describe how the firm distinguishes itself from other firms.
- Describe the firm's experience with non-profit clients and the relationship between the firm's work for non-profit clients and other clients.
- Identify the firm's qualifications to provide the professional services requested.

- Provide a list of five non-profit clients that are most similar to USRC, describe these similarities, and provide the name and telephone number of a contact person and years serviced.
- Provide a copy of the firm's most recent peer review report.

PART 3: Engagement Team Assigned to the Contract

- Describe who will be assigned to the engagement team and what work elements they will be assigned.
- Provide the qualifications and experience of each member of the team.

PART 4: Audit Approach

- The audit approach must demonstrate the firm's ability to provide the services outlined in the Scope in a manner that is well-organized, thoughtful, and responsive. The approach should clearly demonstrate the firm's understanding of and current thinking on the issues underlying the services to be provided and the soundness of the approach to meeting the objectives of the procurement. Proposers should include an organizational chart showing reporting relationships and interactions among proposed team members and with USRC.
- The audit approach must explain the firm's overall philosophy and approach when conducting audits, including communications with clients throughout the year, scheduling of engagements, continuity of staff on the audit, and what might be required of USRC staff and its bookkeeping firm.

PART 5: Transition Plan

- Provide a transition plan that provides for a coordinated turnover of auditing responsibilities from USRC's current auditing firm.

PART 6: Proposed Schedule

- Provide a timeline, by phase, that includes planning, fieldwork, completion of the audit, and the expected delivery of the financial statements and the management letter.

PART 7: Fees

The cost Proposal will be used in the initial evaluation of the Proposal and will contain the following information:

- Fees for financial statement services to be provided, in a "not to exceed" format, as well as an estimate and description of any out-of-pocket expenses. Fees for each audit service described

in the Scope should be separately outlined, assuming all audits will be conducted within the same general timeframe.

- Proposers should include in their Proposals an hourly rate fee structure for special audits.
- A description of the Proposer's policy on cost overruns.

Offered prices and fees shall be irrevocable for a period of 120 days following the Proposal Due Dates. The Procurement Officer may request proposers to extend the 120 days.

PART 8: Miscellaneous Requirements

Proposers shall submit a red-line version of the contract, attached as Exhibit A to this RFP, showing all terms and conditions that the Proposer believes must be revised, added, or deleted in order to accept an offer of award. Failure to submit a red-line version of the contract or a certification that the proposed contract is acceptable in its complete form shall result in the Proposal being rejected as "non-responsive."

Proposer shall also provide their DUNS Number and CAGE Code along with a certification of the Proposer's exclusion status and those of their principal employees (required by Section 2.15 (26) of this RFP. For this purpose, USRC considers principal employees to include an officer, director, owner, partner, key employee, or other person within the firm with primary management or supervisory responsibilities related to the project.

The Proposer shall provide their Local and Minority Business Subcontracting Plan in accordance with requirements set forth in Section 4.0 LOCAL AND MINORITY BUSINESS.

4.0 LOCAL AND MINORITY BUSINESS

The involvement of local and minority businesses is a high priority for USRC. To this end, USRC has endorsed the principle of giving these businesses the maximum practicable opportunity to participate in all phases of its operations. In this regard, bidders/proposers shall submit a Local and Minority Business Subcontracting Plan, attached hereto, that describes how these businesses will be included in the project.

For purposes related to the Local and Minority Business Subcontracting Plan, Proposers must provide documentation supporting the inclusion of the proposed subcontractors as local and/or minority businesses. This documentation can include:

- Existing certifications from public or third-party private certification organizations;
- Memberships in professional organizations, associations, societies, institutions, councils, alliances, etc. that deal with matters pertaining to local and minority businesses; and

- Any company facts and information that support consideration of a firm as a local or minority business.

The Proposer acknowledges that they are aware of the Local and Minority Business Subcontracting Plan requirements, as set forth herein, and that a plan must be submitted with their Bid/Proposal.

USRC recognizes that business models, especially for small firms, do not always allow for a great deal of subcontracting, if any. USRC also recognizes that the nature of the work to be performed is not always conducive to subcontracting to local and minority businesses. The Subcontracting Plan contains a section for Proposers to explain why subcontracting work, in general or to local or minority businesses, is not an option.

The Proposer understands and agrees to provide the maximum practicable opportunity for local and minority businesses to participate in the performance of the contract. The Proposer further understands that if they do not submit a Local and Minority Business Subcontracting Plan with their Proposal, the proposal may be rejected.

LOCAL AND MINORITY BUSINESS SUBCONTRACTING PLAN

Proposer: [Type text]

Address: [Type text]

[Type text]

[Type text]

Name and Title of Person Completing this Plan: [Type text]

[Type text]

Total Estimated Cost of Project: [Type text]

Total Estimated Amount to be Subcontracted: [Type text]

Details of Local or Minority Business Subcontracting:

- Dollar Amount: [Type text]

- Percentage of Project: [Type text]

Names of Local and Minority Businesses Subcontractors Expected to be Used, Type of Business, Description of Work to be Performed, and Estimated Dollar Value of Each Subcontract:

Local or Minority Business Subcontractor	Type of Business (Local or Minority)	Description of Work	Dollar Value

As part of the plan, the Proposer should submit documentation as to why each firm should be considered a Local or Minority Business.

Identify the person who will be responsible for administering the Local and Minority Business Subcontracting Plan for the bidder/proposer.

Name: [Type text]

Title: [Type text]

Address: [Type text]

Phone Number: [Type text]

Email Address: [Type text]

If subcontracting is not an option for your firm or is not possible due to the fact that the nature of the work to be performed is not conducive to subcontracting to local and minority businesses, please explain.

[Type text]

BIDDER/PROPOSER CERTIFICATION

I, the undersigned, an officer of _____ (“firm”) do hereby assure that the firm will submit periodic reports in order to determine the extent of compliance with this plan.

Signature

Date

Title

5.0 EVALUATION CRITERIA

The proposals will be evaluated on the following criteria:

- **Experience of the Firm and the Engagement Team** - Experience with non-profit organizations similar to USRC, including the relative importance of non-profit work to the firm. The firm's qualifications to provide the professional services requested, including special audits, as well as the qualifications and experience of each member of the engagement team.
- **Audit Approach** - The firm's understanding of the auditing services requested, as demonstrated by the philosophy and approach described in the proposed auditing plan. The firm's commitment to a strong communication strategy and the need to meet deadlines.
- **Fees** - An overall fee structure that provides the best value to USRC for the services rendered.
- **Schedule** - A proposed timeline that meets expected deadlines for all deliverables.
- **Transition** - The quality and thoroughness of a transition plan that provides for a coordinated and seamless turnover of auditing responsibilities.

USRC RESERVES THE RIGHT TO DETERMINE WHICH FACTORS TO TAKE INTO CONSIDERATION. THE EVALUATION AND SELECTION SHALL BE AT THE SOLE AND ABSOLUTE DISCRETION OF USRC.

6.0 EXHIBITS

Exhibit A - Draft Contract

Exhibit B - Fiscal Year 2019 and 2020 Audited Financial Statements

Exhibit C - Fiscal Year 2019 and 2020 Tax Returns (Form 990)

Exhibit D - USRC/USI Sublease-Sections Relevant to CMRF

Exhibit E - Fiscal Year 2020 CMRF Audit

Exhibit F - Bus Deck Passenger Fees - Fiscal Year 2020 Agreed-Upon Procedures Report

Exhibit G - 2nd Century Fiscal Year 2020 Audit

Exhibit H - USPG Operations Agreed Upon Procedures Report