

# REQUEST FOR PROPOSALS

For the period July 1, 2022 – June 30, 2023  
(With option to extend)

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## PROFESSIONAL AUDIT AND RELATED FINANCIAL SERVICES

**RELEASE DATE:**  
**March 10, 2023**

**DUE DATE:**  
**April 07, 2023**  
**4:00PM (PST)**



**Clackamas  
Workforce  
Partnership**

Clackamas Workforce Partnership  
365 Warner Milne Road, Suite 202  
Oregon City, OR 97045  
(503) 657-6644  
[www.clackamasworkforce.org](http://www.clackamasworkforce.org)

*Clackamas Workforce Partnership is an equal opportunity employer / program. Auxiliary aids and services available upon request to individuals with disabilities.*

Clackamas Workforce Partnership  
REQUEST FOR PROPOSALS (RFP)  
PROFESSIONAL AUDIT AND RELATED FINANCIAL SERVICES

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# Introduction

## A) General Overview

Clackamas Workforce Partnership (CWP) is soliciting proposals from qualified certified public accounting firms to conduct the annual independent audit of the organization’s financial transactions, prepare financial reports and supplementary information, and express an opinion on the fairness of the presentation of CWP’s financial statements, individual funds, and component units. The contract period for this engagement will be for the fiscal year ending June 30, 2023, with an option to extend for each of the four (4) subsequent fiscal years through June 30, 2027.

These audits are to be performed in accordance with:

- Generally Accepted Auditing Standards,
- The current standards set forth for financial audits in the General Accounting Office’s (GAO) Government Auditing Standards,
- U.S. Office of Management and Budget (OMB) 2 CFR 200 requirements

There is no expressed or implied obligation for CWP to reimburse firms for any expenses incurred in preparing proposals in response to this request.

To be considered, email your proposal to [rfp@clackamasworkforce.org](mailto:rfp@clackamasworkforce.org) by 4:00 PM, on April 07, 2023. All proposals are to be clearly labeled “RFP Audit Proposal”, and contain two separate documents, clearly labeled “Technical Proposal” and “Cost Proposal”.

CWP reserves the right to reject without prejudice any or all proposals submitted.

An Audit Committee selected by CWP will evaluate proposals submitted.

During the evaluation process, CWP reserves the right to request additional information or clarification from responding firms, or to allow corrections of errors or omissions, when it may serve the best interest of CWP. Firms submitting proposals may be requested to make oral presentations as part of the evaluation process at the discretion of CWP.

CWP reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals (RFP), unless clearly and specifically noted in the proposal submitted and confirmed in the contract between CWP and the firm selected.

It is anticipated the selection of a firm will be completed by May 19, 2023 with notification of the selected firm. It is expected a contract will be executed between both parties by May 31, 2023.

## B) Proposal Timeline

Issue Date	March 10, 2023
RFP Contact Info	<a href="mailto:rfp@clackamasworkforce.org">rfp@clackamasworkforce.org</a>

Deadline for Written Questions to Clarify the RFP	March 31, 2023
Deadline for Proposals	April 07, 2023
Possible Interviews	Apr 24 – May 5, 2023
Notification of Award	May 19, 2023
Deadline for Appeals	Five business days following actual Notification of Award

### C) Inquiries

Any inquiry related to this RFP must be submitted electronically to [rfp@clackamasworkforce.org](mailto:rfp@clackamasworkforce.org). Please RE: Audit. Questions will not be answered over the phone. Written questions received by March 31, 2023 will be responded to by posting on the question and answer page on the CWP website [www.clackamasworkforce.org](http://www.clackamasworkforce.org).

Bidders are responsible to check the web page frequently to stay connected and apprised throughout the process.

### D) Required Submittals Checklist

For consideration, respondent(s) shall return:

- *Mandatory Requirements of the Proposal (Exhibit A)*
- *Technical Requirements of the Proposal (Exhibit B)*
- *Unit Price Consideration (Exhibit C)*
- *Proposal Response Form (Exhibit D)*

## Description of Clackamas Workforce Partnership

### A) General Background

CWP is a 501(c)(3) nonprofit organization whose mission is to address critical workforce, educational and training challenges, and develop a skilled workforce that meets the needs of businesses and strengthens the local economy of Clackamas County.

As the recognized Local Workforce Board organized under the Workforce Innovation and Opportunity Act (WIOA), CWP has a 24-member board of directors representing private industry, labor, educational institutions, local government, and service agencies creating an effective partnership between businesses and workforce providers.

Though CWP is a non-profit, governments are the primary sources of funds. Consistent with this funding, CWP utilizes fund accounting principles more closely resembling a traditional local government.

### B) Federal Awards

During fiscal year 2022-2023, CWP received \$7.4 million in federal financial assistance primarily through the following federal and state programs:

<u>Programs</u>	<u>CFDA No</u>
USDOL WIOA Adult Programs	17.258
USDOL WIOA Youth Activities	17.259
USDOL WIOA Dislocated Workers	17.278
USDOL WIOA Dislocated Workers	17.277
Future Ready	20.027

### **C) Accounting System**

CWP uses QuickBooks Online software to maintain its general ledger, budget, and accounts payable functions, and utilizes the accrual accounting method.

### **D) Cognizant Federal Agency**

CWP has determined that the U.S. Department of Labor will function as the cognizant agency in accordance with the provisions of regulations set forth in 2 CFR 200.

## **Nature of Services Required**

### **A) Scope of Audit**

CWP has engaged Jones and Roth, P.C., 432 West 11<sup>th</sup> Avenue, Eugene, Oregon 97401, as its independent auditors. The most recent audit can be found at [www.clackamasworkforce.org](http://www.clackamasworkforce.org).

CWP desires the auditor to express an opinion on the fairness of the presentation of its general-purpose financial statements, individual funds and component units, in conformity with generally accepted accounting principles, as outlined in **III.B.** below.

The auditor will provide CWP with financial and supplementary reports, as outlined in **III.C.** below.

1. The auditor shall audit all of the books, records, funds, and all other financial documents and information of CWP in order to express an opinion as to the statement of financial position, statement of activities, statement of functional expenses and statement of cash flows of the various funds and account groups of CWP in conformity with generally accepted accounting principles.
2. The audit shall be conducted in accordance with Government Auditing Standards, issued by the Comptroller General of the United States; applicable provisions of 2 CFR 200.
3. At the close of the annual audit, the auditor shall conduct an exit interview with CWP management staff and provide a summary of any recommendations for improvement of procedures and practices or internal accounting control.
4. The auditor and CWP shall have a mutually agreed upon schedule of audit activities and timelines. CWP records will be available for preliminary work by September 15.
5. The audit shall be completed, ideally, by the auditing firm no later than November 15 each

year, including notification of any required audit adjustments. Final auditor opinions, reports and findings shall be provided to CWP, ideally, no later than December 1.

6. The firm's partner and/or audit manager shall attend and present the audit report at the CWP Board Executive Committee meeting each November.
7. The auditor shall have staff available to answer questions on fiscal matters that may come up during the fiscal year.

## **B) Auditing Standards**

To meet the requirements of this RFP, the audit shall be performed in accordance with: generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards, the provisions of U.S. Office of Management and Budget (OMB) 2 CFR 200.

## **C) Reports Required**

Following the audit of the fiscal year's financial statements the auditor shall prepare and issue:

1. Financial statements with audit reports and supplemental information for CWP, as of and for the year ended June 30, 2023.
2. Schedule of Expenditures of Federal Awards.
3. Report on internal accounting controls at the general-purpose financial statement level and the federal assistance program level.
4. Report on compliance at the general purpose financial statement level and with laws and regulations relating to general and specific requirements of CWP major federal assistance programs in accordance with 2 CFR 200 and pronouncements of the U.S. Departments of Labor, the Oregon Higher Education Coordinating Commission Office of Workforce Investments, Clackamas County, and other governmental institutions, including all compliance requirements of the Workforce Innovation and Opportunity Act.
5. (Form 990) Organization Exempt from Income Tax and (Form CT-12) Annual Report – Charitable Organizations for filing with the Internal Revenue Service and the State of Oregon.
6. Letter to Management and the Board of Directors to communicate any weaknesses noted in the systems of internal accounting control, compliance with laws and regulations or in other financial management practices, and to provide any other meaningful related advice.
7. Report to the Board of Directors in accordance with U.S. Auditing Standards, including comments on the auditor's responsibility under generally accepted auditing standards, significant accounting policies, management judgments and accounting estimates, significant audit adjustments, and major issues discussed with management.

8. Provide periodic written notices interpreting accounting principles or regulatory pronouncements that may affect CWP financial statements.

9. Deliver appropriate presentations to CWP management and Board of Directors following the conclusion of the audit, discussing results of the audit, findings, recommendations, and relevant performance trends.

All report preparation, proofreading, printing, and binding shall be the responsibility of the auditor.

Irregularities and illegal acts: auditors are required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties:

- U.S. DOL Office of Inspector General Hotline at (800) 347-3756
- Regional (Oregon) Office of Inspector General Hotline at (877) 678-4222
- CWP Executive Committee – board member contact information listed at [www.clackamasworkforce.org](http://www.clackamasworkforce.org)

#### **D) Modifications to Original Scope of Work**

The proposal shall contain provisions to the effect that in the event that circumstances disclosed by the audit indicate that a more intensive and detailed examination is required in addition to that which would be sufficient under normal circumstances, the firm shall provide all pertinent facts relative to the extraordinary circumstances together with the firm's estimate of the additional services to CWP. Any fees relating to such extensions of examination procedures are to be considered as additional fees subject to negotiation and are not included within the scope of services to be performed under the original contract.

Contract award is conditioned on the availability of federal funds in WIOA and is subject to termination due to lack of funds or authorization. CWP will promptly provide the firm with notice of any funding or regulatory changes.

#### **E) Working Paper Retention and Access**

All working papers and reports must be retained at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by CWP that there is a need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- U. S. Department of Labor;
- U. S. General Accounting Office;
- Parties designated by Federal or State governments or by CWP as part of an audit quality review process; and
- Auditors of other entities of which CWP is a sub-recipient of grant funds.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

# Proposal Requirements

## A) General

Proposals shall be firm, may not be modified or withdrawn, for a period of sixty (60) days after the RFP closing date.

## B) Conflict of Interest

Respondent certifies, by submitting a proposal in response to this Request for Proposal, that it is prohibited from accepting, directly or indirectly, rebate, gifts, money, service, promise of contract for future award or compensation from any person to whom any contract, service, or purchase order is awarded in which the CWP is involved or interested.

## C) Mandatory Requirements

The purpose of the Exhibit A-Mandatory Requirements is to demonstrate the qualifications, competence and capacity of the firm seeking to undertake an independent audit of CWP, in conformity with the requirements of this RFP. The Mandatory Requirements should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

**THERE SHOULD BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE MANDATORY REQUIREMENTS DOCUMENT.**

## D) Technical Proposal

The Audit committee will use the technical criteria and guidelines to determine which respondents may best meet CWP's needs. Evaluation criteria are broken down into three (3) major categories: General, Personnel, and Services.

## E) Cost Proposal

The Sealed Dollar Cost Bid should contain all pricing information relative to performing the audit engagement as described in this RFP. The total all-inclusive maximum price amount is to contain all direct and indirect costs including all out-of-pocket expenses.

CWP will not be responsible for expenses incurred in preparing and submitting the Technical Proposal or the Sealed Dollar Cost Bid. Such costs should not be included in the proposal.

### 1. Schedule of Rates:

Sealed Dollar Cost Bid should include a schedule detailing rates by partner, specialist, supervisor and staff levels; the hours anticipated for each; and the extended amounts, presented in the format provided in Exhibit C, to support the total all-inclusive maximum price.

### 2. Travel and Out of-pocket expenses



Out of-pocket expenses for firm personnel (e.g., travel, lodging and subsistence) will be reimbursed at rates no higher than those used by CWP for its employees. All expense reimbursements shall be included in and support the total all-inclusive maximum price submitted by the firm.

### 3. Contract Renewal Rates:

As the contract is renewed for each additional one-year period, the fees will be negotiated based on the actual costs of the 2022-2023 audit and any additional, pertinent information either CWP or the firm may have received.

### 4. Additional Services:

If it should become necessary for CWP to request the auditor to render any additional services to either supplement the services requested in this RFP or as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an amendment to the contract between CWP and the firm. Any such additional work agreed to between CWP and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the Sealed Dollar Cost Bid.

### 5. Progress Payments:

Progress payments may be requested on the basis of hours of work completed during the course of this engagement and out-of-pocket expenses incurred, in accordance with the firm's dollar cost bid proposal. Interim billing shall cover a period of not less than one calendar month.

## **F) Content and Format**

The proposal should be prepared simply and economically, providing a straightforward, concise description of the firm's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness, organization, and clarity of content.

## **Evaluation Procedures**

### **A) Review of Proposals**

CWP staff will first review the proposals to confirm whether each respondent has met all mandatory requirements, and whether there are signed copies of all the standard documents. Only those proposals, which appear to meet all mandatory requirements will be further considered.

All qualifying proposals will then be evaluated and scored by each member of the Audit Committee based upon the Technical Requirements identified in this RFP. The Audit Committee will convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm. At this point, firms with unacceptably low technical scores may be eliminated from further consideration.

The cost proposals will then be reviewed, and additional points added to the technical scores in accordance with the evaluation criteria.

Award of the contract will be made to the most responsive and responsible respondent as determined by the CWP based upon the recommendation of the audit committee.

Any contact during the RFP evaluation process, or attempt to have contact with the Audit Committee, where it is unsolicited by the Committee's members, will result in disqualification of your proposal.

## **B) Evaluation Criteria**

All Mandatory Requirements must be met to qualify for consideration.

Points for Technical and Cost Requirements Criteria will be awarded as follows:

Section 1: General	40 Points
Section 2: Personnel	80 Points
Section 3: Services	60 Points
Unit Price Consideration	<u>100 Points</u>
Total Points Available	280 Points

- 81 to 100%:** Excellent; provides lots of good material and discusses different approaches. Submission exceeds expectations, excellent probability of success in achieving all objectives. Very innovative.
- 61 to 80%:** Above average; exceeds minimum in some areas. Very good probability of success. Achieves all objectives in a reasonable fashion.
- 41 to 60%:** Acceptable; meets minimum requirements. Has reasonable probability of success. Some objectives may not be met.
- 21 to 40%:** Fair; partially unresponsive. Falls short of expectations and has a low probability of success.
- 1 to 20%:** Inadequate; fails to meet perceived needs. Submission fails to meet requirements and the approach has no probability of success.
- 0%:** Non-responsive; not addressed in Proposal.

### **Evaluation of cost**

The Audit Committee will determine the Cost Points of the offer/proposal using the following formula:

Points awarded for the not to exceed cost:

$\text{Cost of lowest valid proposal} \div \text{Cost of proposal being scored} = \text{Number of points allocated to cost}$

## **C) Oral Presentations**

Respondent will need to be available for a possible oral presentation if requested by the Audit Committee. The oral presentation will be for clarification of the proposal only and will not be additionally scored.

## **D) Appeal of Award**

The following process has been established to address appeals:

- The appeal must be due to what the respondent considers a flaw in the Audit Committee's award recommendation process.
- The firm filing the appeal must specify the basis of the appeal and provide an alternative. Proposal rating scores may not be appealed. The mere fact that a proposal was not recommended for award is also not open to an appeal, nor is a complaint about the amount of the award granted. The appeal must be a violation of the process established for this solicitation.
- The appeal must be submitted in writing to CWP within 5 calendar days of the contract award notification.
- CWP will issue a decision on appeals within 7 calendar days of receipt.

## EXHIBIT A

### MANDATORY REQUIREMENTS OF THE PROPOSAL

**M.1** Proposal shall be submitted by email to [rfp@clackamasworkforce.org](mailto:rfp@clackamasworkforce.org) clearly marked “**RFP Audit Proposal**” and submitted by the date and time and in the manner prescribed in the Public Notice contained within this RFP.

**M.2** Exhibit D-Proposal Response Form must be submitted and signed by an authorized agent of the firm.

**M.3** Respondent shall present evidence that its firm or its officers have been engaged for at least the past three (3) years in providing services as listed in this RFP. Provide a minimum of three (3) references, where work was performed within the last three (3) years, that you judge to be of similar scope and complexity. Include the name, position, telephone number, and email address of a contact person.

Those Respondents earning the highest points for technical qualifications and cost may have their references checked and assessed against the established evaluation criteria contained herein. CWP will not enter into contract negotiations with any Respondent whose references are found to be unsatisfactory; negative comments may be reviewed by the Respondent, at the Audit Committee’s discretion.

References to entities which are owned by the Respondent, or are owned by an entity which also owns significant interest in the Respondent, are not acceptable and do not comply with the requirement of this subsection.

The Audit Committee reserves the right to investigate and consider all information provided in response to the RFP, including, without limitation: any customer references, whether or not furnished.

**M.4** CWP and the individual auditors shall maintain an independent attitude and appearance. Provide a statement that the firm and its individual team members are independent of CWP.

**M.5** The firm shall disclose any judgments, pending or expected litigation, or other real or potential financial reversals that might materially affect the viability or stability of the proposing organization. If no such conditions exist, so indicate.

**M.6** The firm shall supply a brief description of their firm and of the parent corporation, if any.

**M.7** The firm shall include a statement that senior audit personnel assigned to this audit are licensed by the Oregon State Board of Accountancy that none of these individuals have been disciplined by the State's licensing board for performing substandard work within the past two years.

**M.8** The firm shall provide proof that it participates in an external quality control review (peer review) program by submitting a copy of their latest peer review report.

**M.9** The firm shall identify the partners and managers who would be responsible for the audit and provide resumes for each of them.

**M.10** The firm shall provide a list of clients they have lost in the past five years and the reasons for the losses, including contact person and phone number. The Audit Committee reserves the right to investigate any client references, whether or not furnished by the proposed as well as past performance of any proposed, with respect to its successful performance of similar service, compliance with specifications and contractual obligations, and its completion or delivery of a product/service on schedule. If no such conditions exist, so indicate.

## EXHIBIT B

### TECHNICAL REQUIREMENTS OF THE PROPOSAL

The Audit Committee will use the following criteria and guidelines to determine which proposal may best meet CWP's needs. Evaluation criteria are broken down into three (3) major categories: General, Personnel, and Services.

<b>D.1 General</b>	<b>POINTS AVAILABLE</b>
<b>D.1.a</b> What do you believe the strengths of your firm are with regards to the requested services?	<b>10</b>
<b>D.1.b</b> Please detail your firm's customer service philosophy.	<b>10</b>
<b>D.1.c</b> Describe the procedures your firm will use to develop and communicate with CWP's fiscal personnel with regard to: <b>D.1.c.1</b> Suggested and/or required audit adjustments. <b>D.1.c.2</b> Recommendations to CWP management personnel. <b>D.1.c.3</b> Weaknesses noted in internal controls, accounting systems, and compliance with laws and regulations.	<b>10</b>
<b>D.1.d</b> What are your firm's policies regarding the billing for phone calls and other questions raised during the contract year?	<b>10</b>
<b>D.2 Personnel</b>	<b>POINTS AVAILABLE</b>
<b>D.2.a</b> Provide a history of your staff's longevity.	<b>10</b>
<b>D.2.b</b> Indicate the number of personnel that would be assigned to the audit and their associated responsibilities.	<b>10</b>
<b>D.2.c</b> Provide details of the non-profit auditing experience for the personnel that would be assigned to the audit, including number of years of experience.	<b>20</b>

<p><b>D.2.d</b> CWP has an interest in using a firm that has the ability to periodically rotate the lead/coordinating and reviewing partners. Report the policy of your firm regarding rotation of personnel assigned to engagements under the following circumstances:  <b>D.2.d.1</b> During the year undergoing an audit.  <b>D.2.d.2</b> Year to year.</p>	<b>20</b>
<p><b>D.2.e</b> Summarize your firm’s policy regarding the degree of participation of senior audit personnel that will be assigned to this engagement? What do you anticipate the frequency of their contact with CWP personnel will be?</p>	<b>10</b>
<p><b>D.2.f</b> Describe how your staff maintains professional proficiency? What is your firm’s professional development policy?</p>	<b>10</b>
<p><b>D.3 Services</b></p>	<b>POINTS AVAILABLE</b>
<p><b>D.3.a</b> Describe the firm’s knowledge and recent experience in auditing Federal, State, and Local Government grants, including 2 CFR 200.</p>	<b>20</b>
<p><b>D.3.b</b> Describe the firm’s knowledge and experience in preparing financial statements in accordance with FASB 117.</p>	<b>10</b>
<p><b>D.3.c</b> Describe your firm’s approach to assessing control risk in small non-profit organizations.</p>	<b>10</b>
<p><b>D.3.d</b> Detail the scope of work and related time frames that you will require CWP’s staff to perform enabling you to deliver the final auditor opinions, reports and findings that will be due no later than December 1.</p>	<b>10</b>
<p><b>D.3.e</b> Provide any additional policy, procedure, practice or idea your firm has (that is not covered in this RFP) which you feel would add value to CWP’s audit process.</p>	<b>10</b>

## EXHIBIT C

### UNIT PRICE CONSIDERATION

Respondent shall submit their proposal for pricing on the following "Unit Price Consideration" form. Using this will help ensure consistency in the financial evaluation. Blanks on the "Unit Price Consideration" Form will be interpreted as zero (0) and no price will be allowed for that item. Respondent agrees to perform all work/services on the basis of Respondent's unit price amounts detailed in this Exhibit C.

1. Basic audit fee for first contractual year not to exceed amount.  
**(Your cost score will be based on this proposed amount.)**      \$ \_\_\_\_\_
  
2. Hourly rate applicable to audit fee and additional work beyond the scope of the audit as may be requested:

Partner (or equivalent) in charge of audit	\$ _____ /Hr
Manager (or equivalent) in charge of audit	\$ _____ /Hr
Staff accountants (or equivalent)	\$ _____ /Hr
Secretarial/Clerical	\$ _____ /Hr
Other (Specify)	\$ _____ /Hr

For any expenses not specified herein, or any exceptions to the expense items listed in this Exhibit C, Respondent will obtain separate written approval from CWP prior to incurring any expense for which reimbursement will be sought.



**EXHIBIT D**  
**PROPOSAL RESPONSE FORM**

Professional Audit & Related Financial Services,  
Closing Date: April 07, at 4:00 p.m.

I, the undersigned, an authorized representative of:

\_\_\_\_\_ (Company Name)

whose address is: \_\_\_\_\_

have read and thoroughly understand the Request for Proposal (RFP) Solicitation Document issued by CWP for furnishing the Work required by the RFP for Financial Audit Services.

Acting on behalf of my firm, which is listed above, I do attest that the services offered by us meets CWP's specifications in every respect except those described on the attached list of "Exceptions."

We have attached a listing of Exceptions \_\_\_\_\_ (Y/N). ( "Y" or "Yes" response indicates Exceptions to the Specifications have been taken and have been attached and indicated as such.)

We, therefore, offer and make this proposal to furnish, at the prices indicated with the submission of *Exhibit C*, the Work required by the Solicitation Document to provide Financial Audit Services.

Oregon Business Registration

To transact business in the State of Oregon, respondent must be registered with the State of Oregon Corporations Division. Please indicate your business' current registration type with an "X" in the appropriate space:

\_\_\_\_\_ Corporate Registration  
\_\_\_\_\_ Assumed Business Name Registration

The Undersigned certifies that this proposal has been arrived at independently, without consultation, communication, collusion designed to limit independent bidding or competition, or agreement as to any matter relating to this proposal that would in any way interfere with fair competition except as otherwise stipulated by Oregon Statute.

It is understood that the Respondent, before signing his/her proposal, has made a careful examination of the plans, specifications, and character of work required.

CWP will in no case be responsible for any loss for any unanticipated costs which may be suffered by the Contractor as a result of the Contractor's failure to fully inform CWP in regard to all conditions pertaining to the completion of the contract.

I have read and understood the attached Solicitation Document and agree to abide by and fulfill requirements if awarded the contract as a result of this proposal.

FIRM NAME: \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

FEDERAL ID: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

NAME/TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

# Exhibit E – Sample Contract Agreement for Professional Audit Services

## PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is between **Clackamas Workforce Partnership**, hereafter called CWP, and XXXXXX, hereafter called CONTRACTOR. In the event of any conflict between the stated provisions of this contract and its attached documents, the provisions of this contract shall control.

### THE PARTIES AGREE:

1. **Description of Services and Deliverables** — Refer to Exhibit A: Statement of Work.
2. **Acceptance** — Acceptance under these contract terms is defined as written notification from CWP of receipt of a satisfactory work product. Written notification may be in the form of electronic communication and may come from CWP staff assigned oversight for the contracted work.
3. **Term** — Services will begin July 1, 2018 and terminate upon completion and acceptance of the deliverables outlined within this contract, but no later than June 30, 2019 unless earlier termination as provided for in Section 9 herein.
4. **Compensation** — Payment amount not to exceed \$XXXX. Refer to Exhibit A Statement of Work for details and limitations. Payments shall be made as invoiced upon completion and acceptance by CWP of the deliverables.

CONTRACTOR shall submit an invoice to CWP itemizing deliverable addressed with dates, amounts, and rates applied if applicable. Invoices must be submitted monthly. Payment shall be processed in the normal course and manner for accounts payable, not to exceed thirty (30) days from the date of billing.

Final payment shall be invoiced within 30 days of completion and acceptance of all deliverables. The maximum amount payable by CWP to the CONTRACTOR shall not exceed the contract total.

5. **Independent Contractor Status** — CONTRACTOR is an independent contractor and is not an employee of CWP. CONTRACTOR is responsible for all federal, state and local taxes, employee benefits, Worker's Compensation coverage, and fees applicable to services provided under the terms of this agreement.
6. **Subcontracts and Assignment** — CONTRACTOR shall neither subcontract with others for any of the services prescribed herein nor assign any of CONTRACTOR rights acquired hereunder without the prior written consent of CWP. CWP is not liable to any third person for payment of any compensation payable to CONTRACTOR as provided in this agreement.
7. **Access to and Retention of Records** — CWP' authorized representatives shall have access to the documents, papers and records of CONTRACTOR which are directly pertinent to this contract for the purpose of process documentation or making audit, examination, excerpts and transcripts.  
  
Documents, papers and records directly pertinent to this contract must be retained for the longer of six (6) years or a specific date communicated by CWP at any time during the six (6) year period. Retention period begins with the termination of the contract.
8. **Ownership of Work Product** — All work products of the CONTRACTOR which result from this contract are the exclusive property of CWP.
9. **Early Termination** — This contract may be terminated by mutual consent of both parties, or by either party upon 30 days written notice. In the case of CONTRACTOR breach of the terms of this agreement, CWP may terminate or modify this contract, in whole or in part, in writing, immediately upon notice to CONTRACTOR, or at such later date as CWP may establish in such notice.
10. **Compliance** — CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, rules, policies, and procedures, as well as the terms of this agreement. If CONTRACTOR is a Contracting agency as defined by ORS 279A.010(b), or will be providing services to a public body as defined by ORS 279A.010(y), then CONTRACTOR shall comply with all requirements of ORS 279B.020 and 279B.200 to 279B.240 applicable to personal services contracts in the performance of services under this Agreement.

11. **Security of Information**

*Breach Notification* — Any Contractor who becomes aware of any potential or actual breach of a document or electronic file containing participant personal information will immediately notify CWP. A breach occurs when any unauthorized individual or entity gains access to personal information or when unintended disclosure of personal information is made, for example loss or theft of a electronic device

containing personal information, loss or theft of a paper document containing personal information, unauthorized access to a network containing personal information, or a document containing personal information being sent to the wrong address.

**Confidentiality** — Confidential Information means (i) all information, however documented, that is a trade secret of CWP within the meaning of the Oregon Trade Secret Act; (ii) all information marked or designated by CWP as “confidential” or “proprietary”; (iii) all information, whether or not in written form and whether or not designated as confidential or proprietary, which is known to Contractor as being treated by CWP as confidential or proprietary; (iv) all information provided to CWP by third parties which CWP is obligated to keep confidential; and (v) all other information that has been created, discovered, developed or otherwise become known to CWP, and/or in which property rights have been assigned or otherwise conveyed to CWP, that has commercial value to CWP. Confidential Information shall include information in any form in which such information exists, whether oral, written, filmed, taped, computer disk, or other form of media. Confidential Information shall include, by way of illustration and not limitation, names of participants and customers.

**Covenants of Non-Disclosure and Non-Use** — Contractor agrees that he/she will maintain the confidentiality of all Confidential Information, and will not, during the term of this Agreement or thereafter, reveal, communicate or disclose any Confidential Information, directly or indirectly, under any circumstance or by any means, to any person, entity or third party. Contractor agrees to exercise the highest degree of care in safeguarding the Confidential Information against loss, theft, or other inadvertent disclosure, and agrees generally to take all steps necessary to ensure the maintenance of confidentiality. Contractor further agrees that he/she will not, during the term of this Agreement or thereafter, directly or indirectly, copy, reproduce, summarize, quote or make any commercial or other use whatsoever of any Confidential Information, except as may be necessary to perform the Services under this Agreement.

12. **Non-Discrimination** — CONTRACTOR agrees to comply with all applicable requirements of federal and state employment law, civil rights and rehabilitation statutes.
13. **Indemnification** — CONTRACTOR shall hold CWP and Clackamas County harmless from liability arising, in whole or in part, from the acts, performances, errors, or omissions of the CONTRACTOR.
14. **Modifications** — CWP may unilaterally modify or terminate this contract if its grants are suspended, reduced, or terminated before or during the contract period, or in order to accommodate any change in the Workforce Investment Act, the Workforce Innovation and Opportunity Act or in the interpretation of either of the Acts, or in any applicable local, State, or Federal laws, regulations, rules, policies, or grant terms.  
  
CWP may unilaterally modify this contract whenever such action may be required by significant changes in CWP priorities, as indicated by direct action of the Board of Directors of CWP. In this event, notification of intent shall be provided to CONTRACTOR no less than thirty (30) calendar days prior to the effective date of the modification.
15. **Notices** — All contract-related notices and payments shall be in writing and shall either be personally delivered, or sent by express delivery service, certified mail, or first class U.S. mail postage pre-paid, and addressed to the contact information outlined in this contract.
16. **Signatures** — CWP and CONTRACTOR, by signature below, hereby agree to be bound by all the terms and conditions of this contract. No waiver, consent, modification, or change of terms of this contract shall bind either party unless in writing and signed by both parties.
17. **Waiver** — Waiver of any default under this contract by CWP shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this contract.
18. **Governing Law** — The provisions of this contract shall be construed in accordance with the laws of the State of Oregon and, rules of CWP, as they appear at the time of signing or any subsequent addenda. Any legal action involving any question arising under this contract must be brought in Clackamas County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.
19. **Severability** — If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held invalid.
20. **Merger Clause** — This contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this contract are contained in this contract. No waiver, consent, modification or change in the terms of this contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.