

# COMMUNITY ACTION PROGRAM OF EAST CENTRAL OREGON

211 SE Byers Avenue, Pendleton, Oregon 97801

## RFP - APPLICATION FOR AUDITING SERVICES

**Solicitation Issued:** May 10<sup>th</sup>, 2024

**Proposal Due Date:** May 31<sup>st</sup>, 2024, by 12:00 p.m. noon

**Awardee Selection Date:** by June 30<sup>th</sup>, 2024

**Contact:** Alyssa Alexander 541-278-5688 or by email at [aalexander@capeco-works.org](mailto:aalexander@capeco-works.org)

**Proposals Accepted By:** Mail:  
CAPECO  
Attn: Alyssa Alexander  
211 SE Byers Avenue  
Pendleton, OR 97801  
or  
Email:  
[aalexander@capeco-works.org](mailto:aalexander@capeco-works.org)

### Introduction/Agency Background

Community Action Program of East Central Oregon (CAPECO) is a private non-profit agency incorporated in 1987 under the Internal Revenue Service Code Section 501(c) 3 to mobilize human and financial resources at local, state, and federal levels to benefit disadvantaged persons residing in Umatilla, Morrow, Wheeler, Gilliam, Sherman, Hood River, and Wasco Counties. The Board of Directors is required to consist of membership evenly distributed among these areas: elected public officials; representatives of the economically disadvantaged; and members of business, industry, labor, religion, welfare and education.

### Scope of Work

CAPECO is soliciting the services of qualified firms of certified public accountants; hereinafter referred to as the "offeror", to audit its financial statements for the fiscal year covering July 1, 2023, through June 30, 2024, to be audited in accordance with Uniform Guidance 2 CFR Part 200 and any other guidelines established by oversight agencies. The audit will be performed in accordance with Generally Accepted Auditing Standards and Generally Accepted Auditing Principles. If CAPECO is completely satisfied with the service provided, there will be the option of auditing its financial statements for each of the two (2) subsequent fiscal years.

The financial and compliance audit will consist of funds received from various funding sources, including but not limited to Oregon Housing Community Service (OHCS) and the Community Supports and Services Unit (CSSU.) A more comprehensive list of funding sources is identified in Enclosure I. The financial statements of CAPECO include the operations of Applewood Village Renewal LLC, Morrow Estates Renewal LLC, and Irrigon Housing Project, (U.S. D.A. Rural Development), which are internal programs of CAPECO. The operations of the three housing projects are managed and maintained by a separate management company that reports directly to CAPECO. Intercompany transactions are eliminated in the financial reporting process, but

operations are separately maintained during the year.

CAPECO requires the following services:

- Annual financial statement audit
- Federal single audit
- Preparation and filing of IRS form 990
- Preparation and filing of CT-12 Charitable Organization Annual Report for the Oregon Department of Justice
- Management letter

Through completion of the services above, CAPECO requests that a CPA firm review and analyze compliance by monitoring the following major CAPECO systems:

- Financial & Cash Management System
- Fixed Assets Management System
- Internal Control Procedures
- Monitoring Expenditures System
- Participant and Client Eligibility System
- Sub-recipient Contracted Projects System
- Any other federal compliance requirement/s not listed above

Such compliance monitoring involves the testing of transactions within each system for the purpose of providing the auditor with a reasonable assurance that, in the auditor's judgment, the system is functioning as designed and within the prescribed limits of the program(s) selected.

### **Auditor's Responsibilities**

The Offeror agrees that the services performed under contract shall be rendered directly by their business with personal supervision, and that the work will be faithfully performed with due care and diligence. The Offeror agrees to have a Certified Public Accountant direct the audit team and actively participate in the audit at the selected sites. The auditor in charge of the audit must have at least two years Certified Public Accounting experience in auditing private non-profit programs.

The Offeror agrees to assign audit team members that have at least one year of expertise and experience in auditing private non-profit programs. CAPECO'S Chief Executive Officer must approve any substitution or replacement of the audit team members listed in the proposal. To the extent possible, the Offeror agrees to assign the same staff member to a single system review over the course of the review and analysis.

The Offeror shall be responsible for the following functions in addition to any other requirements stated in the Request for Proposal:

- Become familiar with all applicable regulations and general government regulations prior to implementation of any auditing activities.
- Develop and submit to CAPECO within thirty (30) days after contract execution, a written time schedule outlining the calendar of major audit procedures required for the completion of the financial and compliance audit of CAPECO.
- Develop and submit to CAPECO a list of the specific audit schedules which Offeror requests CAPECO to prepare with a time frame of when these schedules are due to the Offeror.
- The Offeror will audit using samples drawn in accordance with Uniform Guidance 2 CFR 200 or as governed by OMB.
- Meet with CAPECO's Finance Department staff on a regular basis to discuss ongoing progress of the audit and to identify any areas that need clarification. A brief written summary may be required

for areas of significant concern. It is expected that the Offeror will work closely with CAPECO to ensure that the final reports reflect an accurate opinion, free of misunderstanding, distortion, or possible misinterpreted regulatory issues.

- Provide all clerical, secretarial, and copying services during the conduct of this contract.
- Notify CAPECO Chief Executive Officer if any evidence of possible fraud is determined.
- Produce the specified audit report for CAPECO, which conforms to the requirements in Uniform Guidance 2 CFR 200.
- Clearly report audit findings in detail necessary to fully explain the nature of the deficiency, what (in the auditor's opinion) caused the problem, and what governmental regulations, contractual requirement, or policy was potentially violated. Also, the auditor must provide a clear, concise recommendation as to the changes needed to correct the deficiency.
- Perform the necessary work to provide a report on internal accounting and administrative controls as related to all CAPECO programs included, but not limited to, those outlined in ENCLOSURE I.
- Include a reconciliation of CAPECO'S last settlement report submitted for OHCS, CSSU, and any other grantor with formal requests.
- Provide CAPECO with a management letter, as a document separate from the audit report, indicating the suggested improvements for internal control and recommendations as to correction of such items, as well as suggestions for improving the effectiveness of operations.
- Prepare all income tax documents for both Federal and State by the filing deadlines including the Internal Revenue Service Form 990, State of Oregon Department of Justice CT-12 and the SF-SAC Federal Forms, Data Collection Form.
- Hold entrance and exit conferences with CAPECO's Finance Department and Chief Executive Officer. The exit conference will be held before the final audit report is issued.
- Conduct an oral presentation of the final audit report to the Board of Directors, as directed and arranged by the Chief Executive Officer.
- In order to protect confidential information, no information obtained during the audit will be discussed or released to any individual or agency other than CAPECO without the express permission of CAPECO.

### **Additional Work**

It is understood and agreed that should unusual conditions arise during the audit, whereby additional services of the Offeror are identified beyond the scope of duties specified in the proposal, written notification of such unusual conditions shall be delivered to CAPECO. CAPECO shall instruct the offeror, in writing, concerning such additional services.

Auditors shall be available, at no additional cost to CAPECO, to answer any questions pertaining to or from any phase of the audit, or to the audit paperwork, for resolutions of audit findings, appeals, or litigation filed pursuant to final audit acceptance, throughout the audit resolutions process until final acceptance of the audit by grantors, Federal or State Agencies, and other oversight entities.

The Offeror agrees, upon request by CAPECO, to be available at no additional cost to the contract, to explain or answer any questions pertaining to the conduct of the audit, including a presentation of the final audit report to CAPECO or from time to time during the contract period to assist with technical accounting questions which impact CAPECO.

### **Delivery Schedule/Instructions**

The 2024 audit report must be completed and submitted to CAPECO in draft form no later than November 15, 2024. The draft report will not be transmitted to any agency other than CAPECO without the express written consent of CAPECO.

CAPECO shall be given ten (10) business days to respond to the draft Annual Financial Report before the final report is issued. CAPECO tax returns or a request for an extension are to be filed by the established due date of the respective taxing institution.

The final Annual Financial Statements must be submitted no later than December 31, 2024. At that time, up to twenty-five (25) hard copies of the final Annual Financial Report shall be submitted to the CAPECO Executive Officer upon request, in addition to as many electronic copies deemed necessary by the CAPECO Executive Officer. The Offeror will be required to forward copies of all work papers to CAPECO. The Offeror will provide CAPECO with an electronic copy of the financial statements and tax return (including a public copy for the agency website).

The Annual Financial Report and accompanying tax returns may be submitted earlier than the above schedules; however, if the Offeror fails to make delivery of the audit report within the time schedules specified herein, or if the Offeror delivers an audit report which does not conform to all provisions of the contract, CAPECO may, by written notice of default to the Offeror, terminate the whole or any part of the contract. Furthermore, if Offeror fails to deliver the audit within the required timeframe, the Offeror may be liable for any penalties assessed by funding agencies.

### **Qualifications**

The firm selected must be licensed to provide accounting services to the public and must be in good standing with the State of Oregon. In addition, the firm selected must also display the staff experience and breadth, knowledge of non-profit programs, and overall capacity to satisfactorily fulfill the auditing services needs of CAPECO as is further detailed in the section titled Evaluation and Selection of RFP responses.

### **Culturally Responsive Service Statement**

As we review the qualifications of the proposed candidates, CAPECO will also consider firms engaged in culturally responsive mindsets in the workplace. CAPECO is invested in and committed to increasing its cultural responsiveness at the program and service level as well as the individual level. Culturally responsive programs & services are those that are respectful of, and relevant to, the beliefs, practices, culture and linguistic needs of diverse consumer/client populations and communities whose members identify as having particular cultural or linguistic affiliations by virtue of their place of birth, ancestry or ethnic origin, religion, preferred language or language spoken at home. Cultural responsiveness describes the capacity and the desire to respond to diverse communities. It requires belief, knowledge, and commitment at different levels of intervention: systemic, organizational, professional and individual. We acknowledge that this is a non-linear path and that our current stage is not where we aspire to be. We are continuing to grow, as an agency and as individuals, within our community.

### **How to respond to the RFP**

Responses to the RFP are due to CAPECO not later than 12pm noon, May 31st, 2024. Responses may be mailed (USPS, FedEx, UPS, etc.). Responses postmarked or otherwise tagged with a verifiable date of sending May 31, 2024, or prior will be accepted upon arrival. Responses may also be emailed with PDF attachment(s) to Alyssa Alexander at [aalexander@capeco-works.org](mailto:aalexander@capeco-works.org) or hand-delivered to 211 SE Byers Avenue, Pendleton, Oregon, 97801.

CAPECO reserves the right to reject proposals for being late or incomplete.

Please submit one copy of your proposal in 8 ½ x 11 formats. Please do not bind or staple the presentation. Please format materials with a minimum 12-point font.

To respond to the RFP, please submit a proposal addressing the following items, preferably in the order listed below: (Concise and direct answers are encouraged)

- Offeror's submitting proposals must be qualified to perform independent audits of the State of Oregon and render an opinion on the annual financial statements of a Non-profit Organization.
- Information as to the Offeror's background and experience in auditing programs financed by the federal and state government; county, and local government activities; and non-profit organizations. Offerors must provide references of organizations for which similar audits have been performed. Offeror must have a municipal audit license and the auditing firm must be an Oregon licensed accounting firm.
- Information as to the size and organizational structure of the Offeror's firm. Include an assurance that the firm has the capacity to perform an audit of this scope.
- If the Offeror anticipates assigning auditors to the audit engagement other than those indicated in the proposal, the Offeror should explain how substitutions would be made. This explanation should also address how the Offeror will guarantee the required experience necessary for these auditors to do compliance and financial auditing and listing all training taken by the team, which is relevant to this audit.
- A statement of the Offeror's understanding of the audit work to be performed, including identification of each task to be accomplished to test the accounts, fiscal affairs, and management functions as required for audits for CAPECO'S Major Systems as outlined on page 2 of this RFP, under the heading Scope of Work.
- A copy of your firm's most recent peer review report, the related letter of comments, and the firm's response to the letter of comments; and
- References and contact information from at least three (3) comparable nonprofit audit clients.

### **Modification or Withdrawal of Request for Proposals**

Prior to the date and time designated for receipt of proposals, any proposal may be modified or withdrawn by written or emailed notice to CAPECO. Send notice to Alyssa Alexander.

### **Evaluation and Selection of RFP responses**

Evaluation of each proposal will be based on the following criteria, with a maximum of 100 points possible:

- 30 points - Prior experience in auditing CSSU and OHCS grantees or sub-recipients; federal programs; state, county, or local government activities; and non-profit organizations.
- 25 points - Offeror understands the work to be performed. This will be determined by evaluation of the tasks and time estimates required to perform the audit described in this RFP, the overall quality of the proposal, and responsiveness of the technical proposal to the requirements of the audit specifications as detailed in the RFP.
- 20 points - Qualifications of staff to be assigned to the audit to be performed. Education, position in the firm, years, and types of experience as well as CSSU and OHCS audit experience will be considered.
- 15 points - Price for the audit.
- 10 points - Company's demonstration of advocacy of minority-owned, women-owned, disabled individual-owned, veteran-owned, or emerging small businesses.

A CAPECO selection team will review the RFPs submitted and select up to three semi-finalists to be interviewed, based on the submission. The semi-finalists will be interviewed by the team. A finalist will be selected. A price package will be negotiated with the finalist. CAPECO reserves the right to suspend negotiations with the selected finalist, designate a new finalist and open price negotiations with that firm/individual at its sole discretion. CAPECO will sign a contract with the selected agency by June 30th, 2024 5pm. All deadlines are subject to adjustment at the sole discretion of CAPECO.

**Questions about this Request for Proposals**

Questions may be emailed to [aalexander@capeco-works.org](mailto:aalexander@capeco-works.org) or call 541-278-5688.

**Enclosures**

Enclosure I: Program Summary (Includes the majority, but not all, contracts/ agreements/professional Service contracts).

Enclosure II: Certification regarding lobbying, certification for contracts, grants, loans, and cooperative agreement.

Enclosure III: Certification regarding debarment, suspension, and other responsibility matters lower tier covered transactions.

Enclosure IV: Fee structure.

## ENCLOSURE I

### PROGRAM SUMMARY

#### **OREGON HOUSING AND COMMUNITY SERVICES (OHCS):**

COMMUNITY SERVICES BLOCK GRANT - Provides financial assistance to private nonprofit organizations and community-based human service organizations.

LOW INCOME HOME ENERGY ASSISTANCE PROGRAMS - Provides utility payments, energy education, and weatherization services for eligible households (LIHEAP – OEA).

DEPARTMENT OF ENERGY BONNEVILLE POWER ADMINISTRATION, LOW INCOME HOME ENERGY WEATHERIZATION - Provide weatherization assistance, energy education and case management to qualifying low-income households.

EMERGENCY SHELTER GRANT PROGRAM, HOUSING STABILIZATION PROGRAM STATE HOUSING ASSISTANCE PROGRAM, EMERGENCY HOUSING ASSISTANCE – Provides payments for rental assistance for eligible households. Assists homeless persons and those persons who are at risk of becoming homeless by providing rent and mortgage assistance, emergency and transitional shelter for domestic violence victims, case management services and client referral and advocacy.

HOME TENANT BASED ASSISTANCE and LOW-INCOME RENTAL HOUSING FUND - Provides rental assistance to very low-income households.

#### **COMMUNITY SUPPORTS AND SERVICES UNIT (CSSU):**

OLDER AMERICANS ACT (OAA) TITLE III-B - Provides supportive services for seniors. Includes advocacy, program coordination, program development, training, information and referral, outreach, legal, counseling, education, recreation, friendly visiting, telephone reassurance, case management, and miscellaneous medical.

OAA TITLE III-C1 - Provides for the establishment and operation of nutrition projects, which provide at least one hot or other appropriate meal per day in congregate settings when possible.

OAA TITLE III-C2 - Provides for the establishment and operation of nutrition projects, which provide at least one home, delivered hot, cold, frozen, dried, canned, or supplemental foods meal per day.

OAA TITLE III-D - Provides disease prevention and health promotion services and information at multipurpose senior centers, at congregate meal sites, through home-delivered meal programs, or at other appropriate sites. Provides education and health Screening.

OAA TITLE VII-B - Provides for further development and enhancement of programs designed to prevent elder abuse, neglect, and exploitation.

OREGON PROJECT INDEPENDENCE - Provides in-home services to seniors to assist them in avoiding institutionalization and assist individuals in long-term care institutions in returning to their communities. Assists with companion, home care, personal care, and case management.

OAA TITLE III-E – Provides support for Caregivers.

MEDICAID - Support for Medicaid Clients.

MONEY MANAGEMENT – Provide Rep Payee services assisting in money management issues to eligible clients.

**ADDITIONAL CONTRACTS**

HUD CONTINUUM OF CARE (PSH & TH) – Provides payments for rental assistance for eligible households. Assists homeless persons and those persons who are at risk of becoming homeless by providing rent and mortgage assistance, emergency and transitional shelter for domestic violence victims, case management services and client referral and advocacy.

OREGON FOOD BANK – Provides emergency food and income to local and four county food pantries.

FORECLOSURE AVOIDANCE COUNSELING – Provide counseling assistance to Homeowners who are facing foreclosure measures.

HOMEOWNERSHIP ASSISTANCE PROGRAM (HOAP) AND HOAP DOWN PAYMENT ASSISTANCE PROGRAM (HOAP/DPA) – Provide counseling assistance to new home buyers and financial support for escrow fees and down payment.

COMMODITY SUPPLEMENTAL FOOD PROGRAM – Provides monthly USDA food boxes for qualifying seniors.

**CONSOLIDATED HOUSING FINANCIAL STATEMENTS**

APPLEWOOD VILLAGE LLC – A project, which CAPECO owns for economically, disadvantaged individuals that include 34 units in Hermiston, Oregon.

IRRIGON FARM LABOR HOUSING - A project, which CAPECO operates for Low Income eligible farm labor through USDA/Rural Development, consisting of 8 units in Irrigon, Oregon. The operations of the housing project is managed and maintained by a separate management company who reports directly to CAPECO.

MORROW ESTATES RENEWAL LLC – a single member LLC, Morrow Estates Housing project are internal program of CAPECO. The operations of the housing project is managed and maintained by a separate management company who reports directly to CAPECO. For economically disadvantaged individuals in Boardman, Oregon.

**NON-CONSOLIDATED HOUSING PROGRAMS**

TERWILLIGER PLAZA – a housing project, owned by Umatilla Partnership Housing, Inc. CAPECO provides Administrative oversight project Chronically Mentally Ill residents funded with Housing & Urban Development funds.



## ENCLOSURE II

### CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENT

TITLE 2— GRANTS AND AGREEMENTS

SUBTITLE A—OFFICE OF MANAGEMENT AND BUDGET GUIDANCE FOR GRANTS AND AGREEMENTS

CHAPTER II – OFFICE OF MANAGEMENT AND BUDGET GUIDANCE

PART 200 —UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES,  
AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

SUBPART E – COST PRINCIPLES

§200.450 Lobbying

**(BEFORE COMPLETING CERTIFICATION, READ SPECIFIC REGULATIONS, WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION).**

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. CODE. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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GRANTOR/CONTRACTOR NAME AND ADDRESS

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NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

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SIGNATURE

DATE

Note: In these instances, "ALL" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

**ENCLOSURE III**

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS  
LOWER TIER COVERED TRANSACTIONS**

TITLE 2— GRANTS AND AGREEMENTS

SUBTITLE A—OFFICE OF MANAGEMENT AND BUDGET GUIDANCE FOR GRANTS AND AGREEMENTS

CHAPTER I—OFFICE OF MANAGEMENT AND BUDGET GOVERNMENT WIDE GUIDANCE FOR GRANTS AND AGREEMENTS

PART 180—OMB GUIDELINES TO AGENCIES ON GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

**(BEFORE COMPLETING CERTIFICATION, READ SPECIFIC REGULATIONS, WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION).**

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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GRANTOR/CONTRACTOR NAME AND ADDRESS

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NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

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SIGNATURE

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DATE

**ENCLOSURE IV**

**Fee Structure**

In consideration for performance under the terms and conditions of this request for proposal and including all expenses for labor, communication, travel and miscellaneous costs, the Offeror shall provide the audit services herein described for the following amount:

\$ _____ (Base Fee for the audit-on site*)	estimated hours	_____
\$ _____ (Base Fee estimating travel expenses)	estimated hours	_____
\$ _____ (Base Fee for the total audit-off site)	estimated hours	_____
\$ _____ (Fee for report writing)	estimated hours	_____
\$ _____ (Fee for tax document preparation)	estimated hours	_____
\$ _____ (Additional Fee for each major program audit)	estimated hours	_____
<b>\$ _____ Total Fees</b>	<b>Total Hours</b>	<b>_____</b>

\*A virtual audit may be an option upon request by CAPECO.

In addition, the Offeror charges an hourly rate of \$ \_\_\_\_\_ for additional auditing or accounting work requested by CAPECO.

Arrangements may be made for progress payments for no more than 50 percent of the total price and the remaining amount shall be invoiced with the final audit report. Final payment will be made upon receipt of the final audit invoice.

Any payment of funds by CAPECO shall not be construed as evidence of acceptance of the audit to be performed under this contract. Should CAPECO or any of the relevant oversight agencies reject any of these audit reports, CAPECO will notify the Offeror in writing of such rejection, giving the reason(s) therefore.