

REQUEST FOR PROPOSAL

Cost Allocation Plan Development

For

Harnett County

DUE DATE: NO LATER THAN 4:00 P.M., JUNE 13, 2018

QUESTIONS: KIMBERLY HONEYCUTT, FINANCE OFFICER

KHONEYCUTT@HARNETT.ORG

HARNETT COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS RECEIVED, OR TO SELECT THE PROPOSAL WHICH, IN OUR OPINION, IS IN THE BEST OVERALL INTEREST OF THE COUNTY.

MAIL OR DELIVER PROPOSALS IN A SEALED ENVELOPE IDENTIFIED “PROPOSAL ENCLOSED HCFINANCE-06132018”, YOUR FIRM NAME, AND DELIVER BY DATE ON THE OUTSIDE OF THE ENVELOPE

**TO: Renea Warren-Ford
Finance and Accounting Specialist II
420 McKinney Parkway
PO Box 760
Lillington, NC 27546**

Cost Allocation Plan Development – Harnett County

Notice to Proposers

It is the policy of Harnett County (hereinafter referred to as “County”) that an employee, officer, or agent of the County may not participate in any manner in the bidding, awarding, or administering of contracts in which they, or a member of their immediate family, their business partner, or any organization in which they serve as an officer, director, trustee, or employee, have a financial interest.

The successful proposer must comply with all provisions of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated thereunder. By submitting a proposal, the successful proposer agrees to indemnify the County from and against all claims, suits, damages, costs, losses, and expenses in any manner arising out of, or connected with, the failure of the firm, its subcontractors, agents, successors, assigns, officers, or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.

Firms or firms with principals or owners, making political contributions directly or indirectly at any time within the last 5 years to local elected Harnett County officials are barred from submitting a proposal for these services to avoid any appearance of impropriety. The undersigned certifies that its firm meets this requirement.

All proposals must be firm and not subject to increase, unless specified within the provisions of this Request for Proposals and mutually agreed upon by the County and the proposer.

No special inducements will be considered that are not a part of the original proposal document.

The County reserves the right to hold proposals open for a period of sixty days (60) days after due date before making awards

County Rights and Options

The County, at its sole discretion, reserves the following rights:

- To supplement, amend, substitute or otherwise modify this RFP at any time
- To cancel this RFP with or without the substitution of another RFP
- To take any action affecting this RFP, this RFP process, or the services subject to this RFP that would be in the best interests of the County
- To issue additional requests for information or clarification from proposers or to allow corrections of errors or omissions
- To require one or more proposers to supplement, clarify or provide additional information in order for the County to evaluate the responses submitted
- To negotiate a contract with a proposer based on the information provided in response to this RFP

Public Records

Any material submitted in response to this RFP will become a “public record” once the proposer’s document(s) is opened and the proposer is determined to be a participant in the solicitation process and shall be subject to public disclosure consistent with Chapter 132, North Carolina Statutes. Proposers must claim any applicable exemptions to disclosure provided by law in their response to this RFP. Proposers must identify materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The County reserves the right to make all final determination(s) of the applicability of North Carolina General Statutes § 132-1.2, Confidential Information.

Familiarity with Laws and Ordinances

The submission of a proposal on the services requested herein shall be considered as a representation that the proposer is familiar with all federal, state, and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the proposer discovers any provisions in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, it shall be reported to the County in writing without delay.

The proposer certifies that the proposal is made in good faith and without collusion with any person bidding on any contract or with any officer or employee of Harnett County.

The undersigned further agrees, in connection with the performance of any awarded contract, not to discriminate against any employee or applicant for employment because of race, religion, color, gender, age, handicap, political affiliation, or national origin.

E-Verify Compliance

Per N.C.G.S. 143-133.3 “E-VERIFY. Proposer shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Proposer utilizes a subcontractor, the firm shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.”

Iran Divestment Act; Proposer hereby certifies that it is not on the North Carolina State Treasurer’s list of persons engaging in business activities in Iran, prepared pursuant to NCGS 147-86.58, nor will proposer utilize on any contract any subcontractor on such list. This list, along with additional information about the Iran Divestment Act, is available on the Treasurer’s Office site: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>.

Ethics Policy / Code of Conduct

Harnett County has established guidelines for ethical standards of conduct for County representatives and to provide guidance in determining what conduct is appropriate in particular cases. County representatives should maintain high standards of personal integrity, truthfulness, honesty, and fairness in carrying out public duties; avoid any improprieties in their roles as public servants including the appearance of impropriety; and never use their position or power for improper personal gain. In establishing an ethics policy, Harnett County desires to protect the public against decisions that are affected by undue influence, conflicts of interest, or any other violation of these policies as well as promote and strengthen the confidence of the public in their governing body.

Trade Secrets/Confidentiality

Proposers must claim any material which qualifies as "trade secret" information under N.C.G.S. 66-152(3) in their response to this RFP and must state the reasons why such exclusion from public disclosure is necessary and legal. To properly designate material as trade secret under these circumstances, each proposer must take the following precautions: (a) any trade secrets submitted by a proposer should be submitted in a separate, sealed envelope marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

Do not attempt to designate your entire proposal as a trade secret, and do not attempt to designate pricing information as a trade secret. Doing so may result in your proposal being disqualified.

In submitting a proposal, each proposer agrees that the County may reveal any trade secret materials contained in such response to all County staff and County officials involved in the selection

Contract Period

Any contract resulting from this proposal shall be effective upon execution for three (3) years. The contract may be extended for as many as two (2) additional twelve (12) month periods, for a total of five years, provided that both parties are in agreement and funds are made available for this purpose. A sample contract (Exhibit A) included in this document.

Cost Allocation Plan Development

This signature page must be completed and submitted with the proposal:

PROPOSAL AUTHORIZATION AND SIGNATURE

Proposals are to be signed by an officer of the company authorized to bind the submitter to its provisions. Failure to manually sign and notarize this proposal form will disqualify the proposer and the proposal will not be considered.

Firm Name

Authorized Signature (Notarized)

Date

Street Address (P.O. Box)

Contractor/Business License No.

City, State and Zip Code

Telephone Number

Fax Number

Email Address

On this _____ day of _____, 20____ before me _____
(name)

to me personally known, being duly sworn, did execute the foregoing proposal, and did so state that he/she was properly authorized by _____

(Company name)

to execute the proposal and did so on his/her free act and deed.

SEAL

Notary Public _____ My commission expires _____

The following information is requested for statistical purposes only. The inclusion or omission of this information will not affect or influence the County's award of this contract

Proposer further certifies that:

We () are a minority business enterprise

() are not

If yes, please identify in the appropriate box below:

() Black

() Hispanic

() Asian American including Indian Subcontinent and Pacific Islands

() Native American Indian including Eskimos and Aleuts

We () are a woman-owned business concern.

() are not

SECTION I - INSTRUCTIONS TO PROPOSERS

1.0 INTRODUCTION:

This entire set of documents constitutes the RFP. The proposer must return the RFP with all information necessary to properly analyze the proposer's response in full, in the same numerical order in which it was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed. **All proposals shall be returned in a sealed envelope marked "Proposal Enclosed HCFinance-06132018" with the firm name and deliver by date on the outside of the envelope**, and submitted to Harnett County Finance at 420 McKinney Parkway, Lillington, NC 27546 or by mail at PO Box 760, Lillington, NC 27546 no later than **4:00 pm, Wednesday, June 13, 2018. Late Proposals will not be considered.**

1.1 PROPOSER QUESTIONS AND INQUIRIES

Questions or inquiries relative to this RFP must be submitted **in writing only** to Kimberly Honeycutt, Finance Officer via e-mail: khoneycutt@harnett.org. **All inquiries must be made by 12:00 Noon, Thursday, June 7, 2018.** The County will provide written responses to all inquiries received by this date, and responses will be made available to all recipients of this RFP. Any oral responses made by any representative of the County may not be relied upon. Any supplements or amendments to this RFP will be in writing and furnished to potential bidders.

Proposers are expressly forbidden from contacting any other Harnett County employee or Harnett County elected official regarding this request for proposals. Any such outside contact may result in disqualification from the request for proposal process.

1.2 RFP RESPONSE SUBMISSION

Proposals must be submitted in a **sealed envelope** containing **one original (please mark document as original)** proposal showing original signatures and seals, **and three (3) copies** of the complete proposal. All responses must be delivered to Harnett County Finance at 420 McKinney Parkway, Lillington, NC 27546 or by mail at PO Box 760, Lillington, NC 27546 later than **4:00 p.m., Wednesday, June 13, 2018**. **Late responses will not be considered.**

The County will not be obligated for the expenses of any proposer arising out of preparation and/or submittal of responses to this RFP. Any and all proposals to this RFP are to be prepared at the cost and expense of the respondents, with the express understanding that there may be no claims whatsoever for the reimbursement of any costs, damages, or expenses relating to this procurement from the County or any other party for any reason (including the cancellation of this RFP).

Proposals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.

All proposals should be complete and carefully worded and must convey all of the information requested by the County. If errors or exceptions are found in the proposal, or if the proposal fails to conform to the requirements of the RFP, the County will be the sole judge as to whether that variance is significant enough to reject the proposal.

Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form. The County reserves the right to reproduce proposals for internal use in the evaluation process.

SECTION 2 - SCOPE OF WORK/TECHNICAL SPECIFICATIONS

2.1 SCOPE

Introduction

Harnett County is soliciting proposals from qualified firms for services to develop a Cost Allocation Plan (CAP) that identifies the various costs incurred by the County to support and administer programs that provide services directly to citizens. This CAP will be prepared in compliance with the cost principles and standards set forth, by the Federal Office of Management and Budget, in 2 CFR Part 200 (formerly OMB Circular A-87).

Background and Federal Standards

Office of Management and Budget Publication 2 CFR Part 200 requires Counties receiving federal funds to develop a CAP annually. Preparation of this CAP qualifies the County to receive reimbursement for local resources used to administer certain State and Federally funded programs. In addition, the CAP is a tool used by staff in developing the full cost of providing certain services.

The CAP must be in full compliance with the standards set forth in 2 CFR Part 200. The qualified firm will be requested to provide assistance in negotiating with the Federal cognizant agency if required.

The CAP will also be utilized for other internal funds and the charging of the indirect costs calculated through the CAP.

Harnett County's last CAP was completed in 2017, based upon fiscal year 2017 costs, and prepared by an outside consulting firm.

Scope of Services

Harnett County desires the qualified firm to carry out in a timely and professional manner the following services:

1. Development of a central services CAP, which identifies the various costs incurred by the County to support and administer programs that provide services directly to citizens. This includes federal and state programs and contracts. The CAP will include the identification of central service cost pools and departmental indirect cost rates and a method of rate determination. The CAP must include all recoverable costs and exclude unallowable costs. This CAP will contain a determination of the allowable costs of providing each supporting services such as purchasing, legal counsel, disbursement processing, etc. The County expects two versions of the CAP: a full cost plan and a 2 CFR Part 200 plan.
2. Negotiation of the completed CAP, with the representatives of the State or Federal government, whichever is applicable.

2.2 SELECTION CRITERIA

Each proposal will be evaluated and ranked based on the criteria set forth in this RFP. Issuance of this RFP does not guarantee a contract will be awarded to any proposer.

Below is a description of the evaluation criteria that will be used to evaluate the proposals. To be deemed responsive, it is important for the firm's proposal to contain appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The proposal will be the primary source of information used in the evaluation process. Proposals must contain

information specifically related to the proposed services requested in this RFP. Failure of any firm to submit information requested may result in the elimination of the proposal from further evaluation.

This RFP is not to be construed as a guarantee that agreement contract will be awarded. The County expressly reserves the right to reject all proposals received and to negotiate the final terms of any proposal. Furthermore, the County expressly reserves the right to reject any and all proposals, for any reason, and to waive any of the terms, conditions, and provisions contained in the RFP. Such waiver will be at the discretion of the County, to the advantage of the County, and in the County's best interest.

Proposal evaluation will include educational and technical qualifications. The review of a firm's experience and qualifications will consider the following:

- a. Experience of the primary auditor that would be assigned to the County in providing Agreed Upon Procedures to governmental units.
- b. Reference list of government clients.
- c. Firm's years of existence.

2.3 INFORMATION REQUIRED

A. Professional Qualifications

1. Name of your firm, address, telephone number, and contact information for individual with primary responsibility for this proposal, including email address.
2. Provide demographic information for full time employees in your firm and the location of your nearest office to Harnett County. Include the number of employees dedicated to providing auditing and costing accounting services to governmental clients.
3. Provide biographical profiles of the individual(s) who will be assigned to the project, their location, and contact information. Include specific information regarding their experience with cost allocation services.
4. Provide an overview of your firm's qualifications and experience in working with governmental clients. List all governmental clients currently under contract and any governmental clients that have terminated their relationship with your firm during the last three (3) years.
5. Provide a list of cost allocation plans completed during the last three (3) years for other governmental clients
6. Describe any specialized skills, training, or background in public finance of assigned individuals. This may include participation in state or national professional organizations, speaker, or instructor role in conferences or seminars, or authorship of articles and books.
7. Describe any regulatory action taken by any oversight body against the proposing organization or local office.
8. Comment on your firm's commitment to women and minority employment. Indicate the expected percentage of participation in the proposed services by women and minority staff members.

B. References

Please provide a list of at least three local governmental references. The list must include client name, contact, telephone number, email address and a brief description of the client. Particular emphasis should be given to local governments clients with similar sized budgets, if possible.

C. Fees

Fee Quotes Should be Submitted in a Separate Envelope. The County desires the most effective combination of price, performance, and quality possible within the constraints of its budget. The County's preference is for a not-to-exceed price. Pricing must be inclusive of all expenses, including travel related expenses.

Price quotes should include itemizations for personnel costs including estimated hours and rate per hour for each category of personnel (i.e. partner, manager, senior, staff accountants, clerical, etc.).

All costs not explicitly stated in the price quotations shown in the proposal will be excluded from payment consideration by the County in the event that a contract is awarded based on the proposal. **Price quotes must be firm.**

Multi-Year Proposal: The County desires to enter into a contract for three years with the option to extend for up to two additional, consecutive years. Please provide fees, if able, for five years of contracted service. The fee for each proposed contract year should be individually stated; do not submit only a five- year total cost proposal.

2.4 PROPOSAL EVALUATIONS

Proposals will be evaluated for quality, completeness, price value to Harnett County, prior experience, and references by a committee comprised of Harnett County management. Harnett County reserves the right to reject any or all proposals and to negotiate the final terms of any proposal. Issuance of this RFP does not guarantee a contract will be awarded to any proposer. Harnett County staff anticipates making a decision within 30 days of the proposal due date.

**THIS IS A SAMPLE CONTRACT FOR REFERENCE ONLY
ACTUAL CONTRACT MAY DIFFER**

NORTH CAROLINA)
HARNETT COUNTY)

**S E R V I C E
C O N T R A C T**

THIS CONTRACT, made and entered into this _____ day of _____, 20____, pursuant to a resolution heretofore adopted by the appropriate governing body or agency of Harnett County, North Carolina, by and between **NAME OF CONTRACTOR**, a corporation with its principal office and place of business in **COUNTY, STATE**, party of the first part, hereinafter called the Contractor, and Harnett County, a municipal corporation, hereinafter called the County.

W I T N E S S E S T H

WHEREAS, services were duly solicited for the **SERVICE TO BE CONTRACTED AND BID NUMBER** and a proposal was received; and,

WHEREAS, after careful consideration of the proposal submitted by the Contractor, the appropriate governing body or agency of Harnett County heretofore adopted a resolution authorizing the acceptance of such proposal, and the execution of a contract with said Contractor covering the aforementioned **SERVICE TO BE CONTRACTED**.

NOW, THEREFORE, in consideration of the premises and in further consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereto have contracted and agreed as follows:

(1) In accordance with the project specifications and Contractor proposal, copies of which specifications and proposal are incorporated herein by reference, the Contractor will provide the services described in the proposal submitted by the Contractor and in the specifications prepared by the County, if so authorized.

(2) The total contract price in the estimated amount of ~~AMOUNT OF Dollars and 00/100 (\$XX,XXX.00)~~ will be paid to the Contractor based on the **unit prices** given in the proposal submitted by the Contractor and for quantities needed, not to exceed the amount budgeted and subject to approval by the appropriate official or Governing Board.

(3) The scope of work and the proposal by the Contractor which are incorporated herein by reference, shall constitute the contract between the parties as though fully written herein.

(4) Equal Employment Opportunity / ADA. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, political affiliation, gender, age or disability. The Contractor shall comply with all applicable laws and regulations regarding the American with Disabilities Act (as amended from time to time and all rules and regulations promulgated thereunder and other laws and regulations pertaining to equal employment. The Contractor hereby agrees to indemnify the County from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of the ADA or rules and regulations promulgated thereunder. The Contractor agrees to act affirmatively in its employment and promotion practices, and in the general treatment of its employees.

(5) The Contractor hereby releases and forever discharges the County, its agents, officers, officials, and employees, from any and all claims, demands, expenses, costs and liabilities of any kind or nature directly or indirectly related to any personal injury and/or property damage arising out of the performance of the Service, except those claims that result from the sole negligence of the County or a County employee acting within the scope of the employment. The Contractor shall indemnify, defend and hold harmless the County, its agents officers, officials, and employees from and against any and all claims, demands expenses, costs and liabilities of any kind or nature, directly or indirectly caused by, arising out of, or related to the intentional, negligent or reckless acts or omissions of the Contractor, and its agents or employees, in the performance of these services.

(6) Amendment or Modification. With the exception of a properly executed purchase order(s) which the parties agree shall become a self-executing amendment(s) hereto, this Agreement shall not be modified except by another written document signed and executed by the County and the Contractor.

(7) E-Verify Compliance. Per N.C.G.S. 143-133.3 “E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the CONTRACTOR utilizes a subcontractor, the CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

(8) Iran Divestment Act. Contractor hereby certifies that it is not on the North Carolina State Treasurer’s list of persons engaging in business activities in Iran, prepared pursuant to NCGS § G.S. 147-86.58, nor will Contractor utilize on this agreement any subcontractor on such list.

(9) Term Extensions. Terms of the bid reserve for the County the right to extend this Contract beyond the initial term of three years from date of award with two (2) additional 12 month periods if both parties agree and funds are available for that purpose. A properly executed purchase order shall be evidence of an extension agreed to by the parties and that said purchase order shall become a self-executing amendment to the contract.

(10) Suspension and Debarment. Contractor hereby certifies that neither it, nor its agents or subcontractors: (1) are presently debarred, suspended, proposed for suspension or debarment from contracting by any Federal or State Department or Agency, or (2) have been declared ineligible or voluntarily excluded from contracting by or with any Federal or State Department or Agency. Any contract entered into with a contractor or subcontractor that has been debarred or suspended, declared ineligible or voluntarily excluded from contracting with or by any Federal or State Department or Agency may be terminated at the sole discretion of the County.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives and signed under seal effective as of the date first written above.

**THIS IS A SAMPLE CONTRACT FOR REFERENCE ONLY
ACTUAL CONTRACT MAY DIFFER**

HARNETT COUNTY

ATTEST:

By: _____ (SEAL)
Margaret Wheeler, Clerk

By: _____ (SEAL)
Paula Stewart, County Manager

Approved as to form and legality.

This instrument has been pre-audited in the Manner required by the Local Government and Fiscal Control Act.

This the _____ day of _____, 20____

This the _____ day of _____, 20____

By: _____
Monica Jackson, County Attorney

By: _____
Kimberly Honeycutt, Finance Officer

VENDOR NAME

ATTEST:

By: _____ (SEAL)
Clerk

By: _____ (SEAL)
Authorized Signature

Type or Print Name / Title