



**NEVADA COMMISSION for the RECONSTRUCTION of the V&T RAILWAY  
("V&T Railway Commission")  
Agenda Report**

**Date Submitted:** 06/21/21

**Meeting Date Requested:** 06/24/21

**Time Requested:** 10 Minutes

**To:** NEVADA COMMISSION for the RECONSTRUCTION of the V&T RAILWAY Commissioners

**From:** David Peterson ([dpeterson@visitcarsoncity.com](mailto:dpeterson@visitcarsoncity.com))

**Subject Title:** Discussion and possible action regarding approval of SOQ #2021-001 for V&T Railway external audit services.

**Staff Summary:** This request invites qualified individuals and/or firms of Certified Public Accountants to submit Statement of Qualifications (SOQ) to audit V&T Railway's financial statements for the fiscal years ending June 30, 2021, June 30, 2022, June 30, 2023, June 30, 2024 and June 30, 2025.

**Type of Action Requested:**

Resolution

Ordinance

Formal Action/Motion

Other (Specify) Presentation Only

**Recommended Board Action:** *I move to approve SOQ #2021-001 for V&T Railway external audit services.*

**Applicable Statute, Code, Policy, Rule or Regulation:**

**Fiscal Impact:**

**Explanation of Impact:**

**Funding Source:**

**Supporting Material/Attachments:** SOQ 2021-001 V&T Railway External Audit Services

**Prepared By:** Chris Kipp, Carson City Culture & Tourism Authority's Operations Manager

# REQUEST FOR STATEMENT OF QUALIFICATIONS (SOQ)

## THIS IS NOT AN ORDER

### SOQ 2021-001

### V&T Railway External Audit Services

RELEASE DATE: June 25, 2021

V&T Railway, a State of Nevada commission/Enterprise Fund, invites qualified individuals and/or firms of Certified Public Accountants to submit Statement of Qualifications (SOQ) to audit V&T Railway's financial statements for the fiscal years ending June 30, 2021, June 30, 2022, June 30, 2023, June 30, 2024 and June 30, 2025. Proposals shall be submitted in accordance with the Documents and Requirements as set forth in the formal "Request for Statement of Qualifications."

**PROPOSALS** shall be submitted to **V&T RAILWAY COMMISSION**, PO Box 1711, Carson City, Nevada 89702, by no later than **2 p.m. on July 23, 2021**.

**RECOMMENDATION FOR AWARD** will be based on the evaluation results of the V&T Railway Review and Selection Committee and approval of the V&T Railway Commission tentatively scheduled for August 26, 2021. The V&T Railway Review and Selection Committee may narrow the field to two or three consultants for possible oral interviews prior to presentation at the V&T Railway Commission meeting. Once the V&T Commission has made a recommendation and a contract is negotiated, all respondents will be notified by email of the Recommendation for Award to the successful respondent.

**FINAL SELECTION** will be made by the V&T Railway Commission and is anticipated to be considered at their August 26, 2021 meeting. Should it become necessary to reschedule the date set for award/selection, notice will be provided to those finalists selected. In all instances, a decision rendered by V&T Railway Commission shall be deemed final.

#### 1. **INTRODUCTION** (General Information)

- 1.1 V&T Railway Commission (V&T Railway) is requesting Statement of Qualifications (SOQ) from qualified firms of Certified Public Accountants to audit V&T Railway's financial statements for the fiscal years ending June 30, 2021, June 30, 2022, June 30, 2023, June 30, 2024 and June 30, 2025.
- 1.2 A V&T Railway Review and Selection Committee will evaluate the SOQ submittals.
- 1.3 During evaluation, the V&T Railway Review and Selection Committee reserves the right, where it may serve the V&T Railway's best interest, to request additional information or clarification from the Proposer, or to allow corrections of errors or omissions. Oral interviews may be conducted by the V&T Railway Review and Selection Committee for the firms who submit an SOQ and were short listed.
- 1.4 Unless clearly and specifically noted in the SOQ submitted and confirmed in the resultant contract between V&T Railway and the firm selected, submission of a SOQ indicates acceptance by the firm of the conditions contained in this SOQ.

- 1.5 The use of the term "firm" refers to an entity or business with licensed personnel, doing business in the United States and duly registered in the State of Nevada with business license paid to Carson City after selection of the firm.
- 1.6 There is no intent, implied or otherwise, or any obligation by V&T Railway to reimburse responding firms for any expenses incurred in preparing proposals, as well as travel expenses for the interview process related to this Request for Proposals.
- 1.7 V&T Railway reserves the right to terminate any contract resulting from this solicitation and subsequent action for cause but not limited to inadequacy of performance.

## 2. V&T RAILWAY CONTACT PERSON

- 2.1 Until the receipt and opening of the SOQ submittals, the consultant's principal contact with V&T Railway will be as listed below. All questions are to be submitted in writing and potential Proposers will receive copies of all questions and answers except for the questions that are considered proprietary. Questions will only be received through 5:00 p.m. Pacific Standard Time on July 9, 2021.

Allyson Bolton  
Operations Manager  
V&T Railway  
e-mail: [admin@vtrailway.com](mailto:admin@vtrailway.com)

- 2.2 All contacts regarding the SOQ should be made with the above-named individual only. Consultants contacting other V&T Railway vendors or other V&T Railway officials directly may be disqualified for doing so.

## 3. BACKGROUND INFORMATION

- 3.1 V&T Railway, officially the Nevada Commission for the Reconstruction of the V&T Railway, is a State of Nevada commission/Enterprise Fund.

## 4. SCOPE OF WORK

- 4.1 **V&T RAILWAY** shall prepare the draft financial statements in Microsoft Word and Excel format, with final draft being printed to PDF.

**V&T RAILWAY** shall prepare schedules and reconciliations of accounts and shall pull any source documentation for testing as requested by **CONSULTANT**.

**V&T RAILWAY** shall prepare the schedule of expenditures of federal awards. **V&T RAILWAY** shall guarantee access to and make all provisions for the **CONSULTANT** to enter public buildings or have access to the system data as

required for the **CONSULTANT** to perform its services under this Contract.

Prompt written notice shall be provided to the **CONSULTANT** whenever the **V&T RAILWAY** observes or otherwise becomes aware of any defect in the services provided.

- 4.2 **CONSULTANT** will perform an audit of the basic financial statements, required supplementary information, and other supplementary schedules of V&T Railway for the fiscal years ending June 30, 2021, June 30, 2022, June 30, 2023, June 30, 2024 and June 30, 2025 in accordance with *Government Auditing Standards*, will also perform a Single Audit of the **V&T RAILWAY** in accordance with Title 2 U.S. Code of Federal Regulations (CFR) 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and will issue the appropriate auditor's reports thereon.

**CONSULTANT** will print up to seven (7) bound copies of the audited financial statements.

**CONSULTANT** will provide one (1) unbound copy of the audited financial statements.

**CONSULTANT** will provide one complete electronic copy of the audited financial statements.

**CONSULTANT** will provide a review of compliance of the V&T Railway's financial statements for the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting.

**CONSULTANT** shall complete and submit the audit report including required financial statements to the **V&T RAILWAY** on or before November 30, of each year of contract.

**CONSULTANT** shall consult with V&T Railway on implementation of future financial policy accounting standards and law changes to provide guidance on best practices on implementation.

## 5. SOQ REQUIREMENTS

- 5.1 A master copy (so marked) of the SOQ and one electronic copy (Adobe Acrobat format saved onto a PC readable medium (flash drive) to include a title page showing the SOQ subject; the firm's name, address, telephone number, and email address of a contact person. The SOQ must be received on or before the date and time set for receipt of SOQ's.
- 5.2 SOQ's shall be clear, straightforward, and not exceed 10 pages in length not including company brochures. Company brochures may be provided as attachments to the 10 pages referenced above.
- 5.3 The Statement of Qualifications will include the following information:

- a. Introductory cover letter. (not included in the 10-page imitation)
- b. Experience relevant to the type of work requested by V&T Railway.
- c. Key **CONSULTANT** individual or firm team resumes from the organization chart including any sub consultants.
- d. Certifications of team members. All professional licenses or professional association designations applicable to auditing government financial statements.
- e. References that can be contacted by staff to confirm information presented on the SOQ
- f. Audit methodology and experience using computer assisted auditing techniques. Communication methods of problems identified during the audit.
- g. List of current rates and charges to perform the five-year engagement and meet the objectives. The V&T Railway prefers a fixed fee contract that includes travel cost. (not included in the 10-page limitation)
- h. Estimated manpower and expense matrix for the above Scope of Work, including position, hours, average rates and total cost. (not included in the 10-page limitation)
- i. A copy of your most current external peer review. (not included in the 10-page imitation)

## 6. EVALUATION OF SOQ:

- 6.1 SOQ submittals will be evaluated by the V&T Railway Review and Selection Committee.
- 6.2 The Committee may call for oral interviews. The V&T Railway reserves the right to retain all SOQ submittals and use any idea in an S.O.Q. regardless of whether or not said SOQ is selected.
- 6.3 **The following categories will be evaluated in the selection process:**
  - \* Qualifications of Firm to provide service
  - \* Professional training certifications of individuals
  - \* Consultant Approach
  - \* Expense Matrix

## 7. TERM OF CONTRACT:

Award of this solicitation will result in the establishment of a signed V&T Railway Contract for an initial five (5) year term from the date of issuance.

**8. GOVERNING LAW:**

All contracts resulting from award of this SOQ shall be governed by and construed in accordance to, the laws of the State of Nevada. No action involving this contract may be brought except in the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada.

**9. CONFLICT OF INTEREST:**

The firm warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services being required under this solicitation.

**10. RIGHT TO REJECT SOQ:**

Submission of a SOQ indicates acceptance by the Consultant of the conditions contained in this SOQ unless clearly and specifically noted in the SOQ submitted and confirmed in the subsequent contract between V&T Railway and the Consultant/firm selected.

V&T Railway reserves the right to reject any or all SOQs and to award to the Consultant the V&T Railway deems most qualified and whose award of the contract will accrue to the best interests of the V&T Railway.

**Late SOQ submittals will not be accepted.** Prospective consultants are held responsible that their SOQ arrive at the V&T Railway - Purchasing and Contracts Department on or before the designated time and date.

**11. WITHDRAWAL OF PROPOSALS**

Requests to withdraw proposals received after the date and time set for opening and acknowledging proposals will not be considered.

**12. CONFIDENTIAL INFORMATION:**

Any information deemed confidential or proprietary should be clearly identified by the proposer as such. It may then be protected and treated with confidentiality only to the extent permitted by state law. Otherwise the information shall be considered a public record. Information of data submitted with this proposal will not be returned.

**13. CONTRACT TERMINATION**

V&T Railway reserves the right to terminate the contract if the firm does not perform as required by the terms of the contract. Reasons for termination may include, but are not limited to, the following:

- Failure to provide sufficient personnel as identified in the SOQ.
- Failure to provide the principal Team as submitted.
- Substitution of the Team or other identified personnel without prior approval of V&T Railway.
- Failure to demonstrate the requisite skills as provided in SOQ.
- Failure to perform the essential duties set out in the contract for services.

**14. OBJECTION BY UNSUCCESSFUL PROPOSER**

Any unsuccessful Consultant may file an objection to the V&T Railway regarding the selection of the V&T Railway Review and Selection Committee by following the procedure outlined in the paragraph below. Information on the results of the Committee's evaluation may be obtained upon request and will be emailed to each respondent.

Any objection shall be written and submitted to Purchasing and Contracts within five (5) calendar days after a recommendation to accept or reject SOQs have been posted to the V&T Railway Website. Describe, in written protest, the issues to be addressed on appeal. V&T Railway will stay any award actions until after the V&T Railway Operations Manager has responded in writing to the protest. If the appellant is not satisfied with the response, appellant may then protest to the V&T Railway Commission, who will render a final decision for V&T Railway. **No protests will be heard by the V&T Railway Commission unless the consultant has followed the appeal process.**

V&T Railway is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by the appellant in the process.

**15. INSURANCE REQUIREMENTS/HOLD HARMLESS CLAUSE:**

Before the effective date of the contract, firm shall furnish the V&T Railway with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with proper and agreed upon limits for:

- Commercial General Liability
- Automobile Liability
- Worker's Compensation
- Directors and Officers Liability

**16. COMPLIANCE WITH IMMIGRATION AND NATURALIZATION LAWS**

Successful proposer shall at all times be in compliance with Immigration and Naturalization Laws regarding eligibility of their employees or subcontractors to work in the United States.

**17. OPEN MEETING LAW/AWARD CHALLENGES:**

Proposers are put on notice that NRS Chapter 241 requires public business to be conducted in an open meeting. The V&T Railway Attorney will defend any challenge to an award resulting from this SOQ.

**18. SCHEDULE FOR SUBMISSION OF SOQ AND SELECTION OF FIRM (tentative)**

- A. June 25, 2021. SOQ is posted and distributed.
- B. July 9, 2021. 5:00 p.m. (PST) is cut-off date/time for questions to Operations Manager.
- C. July 23, 2021. 2:00 p.m. (PST) Statements of Qualifications due.
- D. July 30, 2021. Review Committee evaluates submitted SOQs and determines "shortlist."
- E. WEEK OF August 2, 2021. Presentations by shortlisted consultants, if applicable.
- F. August 6, 2021. Anticipated consideration and recommendation of award by the V&T Railway Audit Committee to the Board of Supervisors.
- G. August 26, 2021. Anticipated consideration by V&T Railway Commission to officially select firm.

**ATTACHMENTS:**

Attachment A: Sample Professional Services Contract

**\*\*\* END OF DOCUMENT \*\*\***