



REQUEST FOR PROPOSAL

Regarding: Professional Auditing Services for the Nevada Clean Energy Fund

Release Date: June 21, 2022

Proposal Due Date: July 11, 2022 5:00 pm PT

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I. ABOUT THE NEVADA CLEAN ENERGY FUND

The Nevada Clean Energy Fund (“NCEF”) is a non-profit organization in the State of Nevada that was established by legislation in 2017 to accelerate clean energy growth in the state.¹ NCEF provides financial resources and technical assistance to accelerate clean energy growth in the state, reduce energy costs, create jobs, and meaningfully address climate change.

The powers of NCEF are vested in and exercised by a Board of Directors that is comprised of nine voting members each with knowledge and expertise in matters related to the purpose of the organization. The Board of Directors and Staff are governed by NRS 701B, the state statute that created NCEF, as well as organizational Bylaws and Standard Operating Procedures.

II. PURPOSE OF RFP AND SCOPE OF SERVICES REQUESTED

NCEF seeks proposals from qualified vendors to provide professional audit services and an Independent Auditors’ Report of its financial statements for the current fiscal year ending June 30, 2022. Specifically, NCEF requires the following services:

1. Annual financial statement audit
2. Independent Auditors’ Report
3. Preparation of IRS Form 990

NCEF is considered to be a governmental entity for the purpose of applying accounting and financial reporting standards and, as a result, the financial statements and audits must be prepared in accordance with financial reporting standards established by the Governmental Accounting Standards Board (GASB).

NCEF requires that a meeting of the auditors and members of NCEF’s Audit Committee, consisting of selected members of the Board of Directors, and NCEF’s Executive Director be held to discuss a draft version of the financial statements.

NCEF shall transmit the Independent Auditors’ Report to the Governor and Legislature of Nevada and shall make the audit available to the public on its website within 10 days of receipt, in accordance with NCEF’s Bylaws. NCEF shall also file the Form 990 with the IRS.

The following represents the proposed timeline and tentative schedule of events for this project. All times are Pacific Time (PT). NCEF reserves the right to modify these dates at any time.

Task	Date/Time
RFP released	6/21/22
Deadline for submission of proposals	5:00 PM on 7/11/22
Evaluation period (approximate)	7/11/22 – 7/18/22
Selection of vendor (approximate)	7/18/2022

¹ Full text of the legislation that created NCEF can be found here: <https://www.leg.state.nv.us/NRS/NRS-701B.html#NRS701BSec930>.

Task	Date/Time
Agreement start date (approximate)	7/25/22
Meeting of auditors and NCEF's Audit Committee & Executive Director to discuss drafts	TBD
Independent Auditor's Report and IRS Form 990 delivered to NCEF (approximate)	10/15/22

III. FINANCIAL INFORMATION

NCEF did not begin receiving revenue and incurring expenses prior to January 2022, and, as a result, has not previously had an independent audit of its books and accounts performed. NCEF's primary source of funding during its fiscal year ending June 30, 2022, is a subgrant from the Nevada Governor's Office of Energy with repurposed American Recovery and Reinvestment Act funding. Expenses during NCEF's fiscal year ending June 30, 2022, are estimated to be between \$80,000 and \$100,000, and consist primarily of employee salaries and other organizational overhead. NCEF has one employee who works remotely. NCEF's books used the cash method of accounting for the fiscal year ending June 30, 2022.

IV. SUBMITTAL REQUIREMENTS

In order to submit a proposal under this RFP, please take the following steps:

1. The format of the proposal should follow the outline set forth in Section VII of this RFP.
2. Your proposal must be e-mailed to Kirsten Stasio, Executive Director of NCEF, at kirsten@nevadacef.org no later than 5:00 pm PT on July 11, 2022.
3. The subject line of the e-mail should state "Proposal for Auditing Services".
4. The General Terms and Conditions in Section VII of this RFP are incorporated herein. The submission of a proposal in response to this RFP shall be deemed acceptance by the proposer of the General Terms and Conditions.

V. QUESTIONS

All inquiries shall be directed to Kirsten Stasio, Executive Director, at kirsten@nevadacef.org, on or before June 30, 2022. Vendors submitting a proposal shall not contact any NCEF Board member or staff member other than Kirsten. If in NCEF's sole discretion, the response to any such question would be of general interest to potential proposers, the question and NCEF's response will be posted on NCEF's website, www.nevadacef.org, under the Open RFP section.

VI. TECHNICAL REQUIREMENTS

The purpose of the technical proposal is to demonstrate your qualifications, competence, and capacity to undertake this independent financial audit. As such, the substance of the proposals will carry more weight than its form or manner of presentation. The technical proposal should demonstrate the qualifications of the vendor and of the staff to be assigned to this engagement. It should also specify an audit approach that will meet the RFP requirements. While additional data may be presented, items 1 - 7 below must be included.

1. Independence

The vendor should list and describe the vendor's relevant professional relationships involving the State of Nevada or with any member of NCEF's Board of Directors or staff for the past five (5) years, together with a statement, if necessary or appropriate, explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

2. License to Practice/Peer Review

An affirmative statement should be included indicating that the vendor and all assigned key professional staff are properly licensed/registered to practice in Nevada. Proposals should include a copy of the vendor's Nevada State business license, or indicate a willingness to obtain the license prior to the execution of the Professional Services Agreement.

All proposals must include a copy of the vendor's most recent peer review report, the related letter of comments, if any, and the vendor's response to the letter of comments. Include a statement whether the review included an examination of specific non-profit engagements.

The vendor shall state whether it has been the subject of any disciplinary action within the last three years, or if any such action is pending by state regulatory bodies or professional organizations. If such conditions exist, information is to be provided as to the circumstances and status of the disciplinary action.

3. Qualifications and Experience

The proposal should include a general description of the vendor, including number of employees, organizational structure, leadership, history (including years of practice), and the location of the office from which the work on this engagement is to be performed. The proposal should also include information regarding the background and experience in auditing non-profit clients. List the most significant engagements performed during the last five (5) years for other non-profit clients. Please also list other engagements for which the vendor has performed audits for entities that either develop renewable energy and energy efficiency projects or provide financing for such development. Provide a brief, descriptive statement describing the vendor's ability to deliver the services sought under this RFP.

4. Work Plan

Proposals must include a proposed timeline for fieldwork and interim and final reporting. Provide as much information as possible regarding the number, names, qualifications, experience and training of the specific staff assigned to this engagement, including biographies. The vendor also should indicate how the quality of staff over the term of the agreement will be assured. Audit personnel may be changed at the discretion of the vendor provided that replacements have substantially the same or better qualifications or experience.

5. Fees

The proposal should contain a schedule of estimated hours and fees for each staff level (partner, specialists, supervisory, and staff) culminating in an overall fee for the professional audit services under this proposal. Out of pocket expenses, technology fees and/or administrative fees should be stated separately. The overall audit fee should be stated as a flat fee or on a "not to exceed" basis. Describe the vendor's procedures for managing technical questions that may come up during the year, and whether these occasional services are covered in the proposed fee structure. Work required to be performed as a result of a change in audit scope which would result in an increase in the proposed audit fee must be discussed with

and approved by NCEF prior to its undertaking. The proposal should contain information on NCEF's options for payment of the fees.

6. References

Please provide, as references, a minimum of three (3) clients for whom your vendor has performed similar services as those set forth in this RFP.

7. Authorized Signature and Contact Information

Proposals must be signed by an authorized officer of the vendor. Proposals must also provide the name, title, address, and telephone number for individuals with authority to negotiate and contractually bind the vendor, and for those who may be contacted for the purpose of clarifying or supporting the information provided in the proposal.

VII. PROPOSAL FORMAT

The following format should be followed in order to allow NCEF to have a working basis on which to compare one proposal with another. Please begin each section on a new page. The elements within this outline are expected to be addressed in any submitted proposal; however, additions to it may be made where necessary for purposes of clarification or amplification.

- I. Executive Summary
- II. Understanding of Work to be Performed
- III. Technical Requirements
 - A. Independence
 - B. License to practice/peer review
 - C. Qualifications and experience
 - D. Work Plan
 - E. Fees
 - F. References
- IV. Authorized Signature and Contact Information

VIII. ANTI-DISCRIMINATION

NCEF does not discriminate on the basis of race, color, religion, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, intellectual disability, mental disability, or physical disability, political affiliation, personal appearance, family responsibilities, matriculation or any other characteristic protected under federal, state or local law. It is NCEF's intent to comply with all state, federal, and local equal employment and opportunity laws and public policies.

IX. GENERAL TERMS AND CONDITIONS

If the vendor elects to respond to this RFP by submitting a proposal, submission of a vendor's proposal assumes the vendor accepts the following understandings:

1. NCEF reserves the right to reject any or all of the proposals received in response to the RFP, to waive irregularities or to cancel or modify the RFP in any way, and at any time NCEF chooses, in its sole discretion, if NCEF determines that it is in the interest of NCEF.

2. NCEF further reserves the right to make awards under this RFP without discussion of the proposals received. Proposals should be submitted on the most favorable terms from a technical, qualifications, and price standpoint. NCEF reserves the right not to accept the lowest priced proposal. In making its selection of a successful bidder, NCEF may consider any and all factors and considerations which NCEF, in its sole discretion, deems relevant, the relative importance of which shall be in the sole discretion of NCEF.
3. Proposals must be signed by an authorized officer of the Consultant. Proposals must also provide name, title, address and telephone number for individuals with authority to negotiate and contractually bind Consultant, and for those who may be contacted for the purpose of clarifying or supporting the information provided in the proposal.
4. NCEF will not be responsible for any expenses incurred by any proposer in conjunction with the preparation or presentation of any proposal with respect to this RFP.
5. NCEF's selection of a Consultant through this RFP is not an offer and NCEF reserves the right to continue negotiations with the selected Consultant until the parties reach a mutual agreement.
6. Consultant will execute a Professional Service Agreement (PSA) as set forth in the attached Exhibit A below. If the Consultant does not agree with any of the specific terms set forth in the PSA, the Consultant must set forth such terms and rationale in the response to this RFP.

EXHIBIT A STANDARD PROFESSIONAL SERVICES AGREEMENT

This Standard Professional Services Agreement ("Agreement") is made on **INSERT DATE** ("Effective Date"), by and between the Nevada Clean Energy Fund ("NCEF"), a Nevada nonprofit corporation, and **INSERT NAME** ("Consultant"), a **INSERT DESCRIPTION**. NCEF and Consultant together are the Parties ("Parties") and each individually is a Party ("Party") to this Agreement.

WHEREAS, **INSERT SUMMARY LANGUAGE AS NECESSARY**; and

WHEREAS, **INSERT SUMMARY LANGUAGE AS NECESSARY**;

NOW, THEREFORE, NCEF and Consultant, intending to be legally bound, agree as follows:

1. **Scope of Services.** Consultant shall provide NCEF with professional services ("Work") as detailed in the Scope of Services ("Scope of Services") [below/in Exhibit A, which is incorporated into this Agreement]. The Scope of Services addresses associated fees and responsibility for expenses and, where relevant the names, titles, and hourly rates of person(s) performing the work under this Agreement.

[ATTACH SCOPE OF SERVICES OR LIST HERE]

2. **Amendments.** Any adjustments or changes to this Agreement shall be made only by a written amendment that is signed and dated by both NCEF and Consultant ("Written Amendment").
3. **Period of Performance.** NCEF agrees to retain Consultant, and Consultant agrees to perform the Work under this Agreement, beginning on the Effective Date and ending **[INSERT PERIOD]** from the Effective Date ("Period of Performance"), unless earlier

terminated in accordance with Section 10 of this Agreement. The Parties can extend the Period of Performance only by Written Amendment.

- 4. Payment.** NCEF agrees to pay Consultant for the Work performed as described in the Scope of Services, but in an amount not-to-exceed [INSERT AMOUNT] (“Not-To-Exceed Amount”) inclusive of hourly fees and any other expenses. The Not-To-Exceed Amount can be modified by the Parties only by Written Amendment prior to any work performed by Consultant that results in payments in excess of the Not-To-Exceed Amount. NCEF is not responsible for fees and expenses except as set out in this Agreement, its Scope of Services, and any Written Amendment.
- 5. Invoices.** Consultant shall submit itemized monthly invoices with detailed accounting for hourly fees [and expenses. Out of pocket expenses shall be billed at cost with receipt. Expenses above \$75.00 are subject to NCEF’s prior written approval.] All invoices shall be subject to NCEF approval for conformity with the terms and conditions of this Agreement. For approved invoices, NCEF will pay Consultant within thirty (30) days of when NCEF receives an invoice. Invoices shall be submitted to kirsten@nevadacef.org.
- 6. Independent Contractor.** Consultant understands that it is acting as an independent contractor and shall not hold itself out as representing or acting in any manner on behalf of NCEF except within the Scope of Services or any other active agreements between NCEF and Consultant. Nothing in this agreement creates an employment, partnership, joint venture, fiduciary, exclusive, or full-time arrangement between NCEF and Consultant. Consultant has sole control, discretion, and responsibility for the manner of performing the Work, including the planning, method, means, sequencing, time, and place of the work, and NCEF provides general oversight over the results of the Work. Consultant will provide Consultant’s own equipment and materials.
- 7. No Entitlement to Employee Benefits or Workers Compensation.** Neither Consultant nor any of Consultant’s staff will be entitled to or eligible for any benefits that NCEF makes available to its employees, including, without limitation, coverage under any of NCEF’s medical, dental, liability, automobile, or other insurance policies. Consultant waives, prospectively and retrospectively, any rights or claims to those benefits.
- 8. Subcontracting or Assignment.** Consultant shall not subcontract, assign, or delegate any portions of the Work under this Agreement to any other person or entity not identified in the Scope of Services without prior written approval from NCEF.
- 9. Ownership of Information.** Any information received or derived in the performance of this Agreement is and shall remain the property of NCEF. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in NCEF; and no further agreement will be necessary to transfer ownership to NCEF.
- 10. Confidential Information.** Consultant shall treat as confidential all information relating to NCEF operations or the general business affairs of NCEF that Consultant may observe or which are disclosed to it by NCEF as a result of the performance of any Services under this Agreement. Consultant shall not disclose any information, including without limitation, any information contained in this Agreement, to third parties or use any such information for any purpose other than the performance of the Services provided for under this Agreement, without the prior written consent of NCEF, which consent may be given or withheld in NCEF’s sole and absolute discretion. Consultant shall not release for publication, advertising, or any other purpose any information concerning or relating to NCEF’s activities, particularly as related to, but not limited to, the services performed

pursuant to this Agreement, without the prior written consent of NCEF, which consent may be given or withheld in NCEF's sole and absolute discretion.

11. Termination. (a) This Agreement may be terminated by either Party giving ten (10) business days prior written notice to the other Party. In the event of such termination, NCEF shall be liable only for payment in accordance with the payment provisions of the Agreement for the Work actually performed under the Scope of Services prior to the date of termination.

(b) If this Agreement is not renewed at the end of this term, or is terminated for any reason, the Consultant must provide for a reasonable, mutually agreed period of time after the expiration or termination of this Agreement, all reasonable transition assistance requested by NCEF, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to NCEF or its designees. Such transition assistance will be deemed by the Parties to be governed by the terms and conditions of this Agreement, except for those terms or conditions that do not reasonably apply to such transition assistance. NCEF will pay the Consultant for any resources utilized in performing such transition assistance at the most current rates provided by this Agreement. If there are no established contract rates, then the rate shall be mutually agreed upon. If NCEF terminates this Agreement for cause, then NCEF will be entitled to offset the cost of paying the Consultant for the additional resources the Consultant utilized in providing transition assistance with any damages NCEF may have otherwise accrued as a result of said termination.

12. Indemnification and Limitation of Liability. Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless NCEF, its officers, directors, and employees against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

Neither Party shall be liable to the other Party for indirect, incidental, punitive, special, or consequential damages arising out of this Agreement, even if the Party has been informed of the possibility of such damages, including but not limited to, loss of profits, loss of revenues, failure to realize expected savings, loss of data, loss of business opportunity, or similar losses of any kind. However, this limitation shall not apply to damages of any kind related to criminal, intentional, reckless, or grossly negligent conduct or omissions on the part of either Party.

13. Quality of Service. Consultant shall perform the Work with due care, skill, and diligence in accordance with the terms and conditions of the Agreement, applicable law, and standards as set forth by the American Institute of Certified Public Accountants and Governmental Accounting Standards Board, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all work product and/or Work furnished under this Agreement. If Consultant fails to meet applicable professional standards, Consultant shall, without additional compensation, correct or revise any errors or deficiencies in any work product and/or Work furnished under this Agreement.

14. Severability. In the event that any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, then such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect. If any provision of this Agreement is held to be excessively broad, then that provision shall be reformed and

construed by limiting and reducing it to be enforceable to the maximum extent permitted by law.

15. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Nevada.

16. Arbitration. Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction.

Each Party shall be responsible for its own costs of arbitration, including legal fees. Unless otherwise agreed to by the Parties, the arbitrator(s) may apportion all other costs of arbitration between the Parties in such manner as the arbitrator(s) deem reasonable taking into account the circumstances of the case, the conduct of the Parties during the proceeding, and the result of the arbitration.

17. Conduct. Consultant shall carry out work in a way that is free of sexual harassment and commits to providing its employees, collaborators, and subcontractors with a work environment that is free from sexual harassment and other types of discriminatory harassment. Consultant shall not discriminate or permit discrimination or harassment against any person or group of persons on the grounds of race, color, religion, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, intellectual disability, mental disability or physical disability, or any other characteristic protected under federal, state or local law, unless it is shown by such Consultant that such disability prevents performance of the work involved. Any such conduct by Consultant or Consultant's collaborators or subcontractors may result in immediate termination of this Agreement.

18. Entire Agreement. This Agreement constitutes the entire agreement of the Parties hereto and supersedes any previous agreement or understanding.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

NEVADA CLEAN ENERGY FUND

CONSULTANT

By:

By:

Kirsten Stasio, Executive Director

[NAME OF AUTHORIZED SIGNER]
[TITLE OF AUTHORIZED SIGNER]