



Request for Proposals
Audit and Tax Services
Green Bank for Rural America
Christiansburg, Virginia

SUMMARY: [Green Bank for Rural America](#), a subsidiary of [Appalachian Community Capital](#), is requesting proposals from qualified firms of Certified Public Accountants to conduct its inaugural independent audit, including a single audit, and to provide tax services. The proposer must be prepared to provide audit and tax services for Green Bank for Rural America for a period of three years beginning with the fiscal year ending December 31, 2024. A description of our organization, services needed, and other pertinent information follows.

RFP Contact: Pam Porter, Acting Chief Financial Officer, Green Bank for Rural America (pporter@acc1.org)

RFP SUBMISSION INSTRUCTIONS:

Email the entire proposal as a single-document attachment by February 7, 2025, at 11:59 PM Eastern Time to Finance_CCIA@acc1.org. The proposal must be written in English and submitted by email. For questions, please email the Contact above.

REQUEST FOR PROPOSALS SCHEDULE:

Release of Request for Proposals	January 8, 2025
Submission of Proposals (date and time)	February 7, 2025
Announcement of Selections	February 28, 2025
Anticipated Contract Start Date	March 14, 2025
Anticipated Contract End Date	June 30, 2027

THE ORGANIZATION

The [Green Bank for Rural America](#) (Green Bank) is a wholly-owned, national, non-profit subsidiary of [Appalachian Community Capital](#) (ACC), a Community Development Financial Institution (CDFI) serving member CDFIs across Appalachia. Both ACC and Green Bank are incorporated in the Commonwealth of Virginia. ACC was recently awarded a \$500 million [Greenhouse Gas Reduction Fund](#) (GGRF) Clean Communities Investment Accelerator (CCIA) grant to catalyze new energy investments in rural communities nationally. ACC established Green Bank to administer the EPA award and, as such, in Q1:2025 ACC will pass through \$489 million of the \$500 million award to Green Bank. ACC will retain \$11 million for award oversight and compliance. Green Bank had minimal financial activities in 2024. Pursuant the GGRF award workplan and EPA requirements, over five years the Green Bank will pass through 90% of funding (\$450 million) to Community Lenders serving rural markets nationally and provide

technical assistance services to community lenders and community stakeholders to ensure the program goals are met. In addition, Green Bank intends to raise additional capital to benefit rural communities beyond the term of the EPA grant.

SCOPE OF WORK /DELIVERABLES

This RFP is to provide tax and audit services for Green Bank for Rural America only. Deliverables beginning fiscal 2024 (ending 12/31/2024) shall include the following:

- Independent Audit and Auditor's Report – Following the completion of the audit of the fiscal year's financial statements, the firm shall issue a report for each fiscal year throughout the contract period with the expression of an opinion on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
- Management Letter – The firm shall communicate in a letter to management for each fiscal year throughout the contract period any items involving the internal control structure, or suggestions for improving internal systems or procedures, which are not deemed to be reportable conditions.
- Tax Returns - Prepare federal and state tax returns for each fiscal year.
- Single Audit – Preparation of a single audit throughout the contract period, in accordance with 2 CFR § 200.514 for each fiscal year required.
- Management and Board Presentations – Present all audit reports and tax returns to Green Bank Management and Steering Committee
- Periodically consult with the CFO as necessary to address accounting, tax and other related matters as they may arise during the year.
- Communicate new accounting pronouncements that may materially impact Green Bank's business.

PROPOSAL MATERIALS

Responses should include:

- **Executive Summary:** In no more than two pages, summarize your proposal and explain why your firm is best suited to assist the Green Bank.
- **Firm Profile:** Briefly describe your firm's size, structure and resources as applicable to the nonprofit and government contracting/Federal grant accounting sectors. An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly licensed to practice in the Commonwealth of Virginia.
- **Audit Approach/Experience:**
 - ◆ Describe your audit approach, proposed timing and internal processes used for quality assurance. Green Bank has a December 31 fiscal year end with requirements for submission of audited statements, management letter, and single audit by 8/31 of each year.
 - ◆ Provide information on services provided to similar types of organizations.

- ◆ Provide a brief description of the audit techniques and procedures you use to identify internal control weaknesses and areas requiring improvement.
 - ◆ Describe how your audit process differs from that of other firms and what specific benefits accrue from using your firm.
 - ◆ Discuss your firm's policy and procedures for resolving audit, accounting and financial reporting issues. Discuss processes to discuss issues with the management and audit committees of the board.
 - ◆ Describe the types of clients served by your firm and whether there are large concentrations of overall business with a few clients. Please discuss any client losses in the past three years and the reasons.
 - ◆ Describe how your firm's senior executives will be involved in the engagement and address escalation procedures.
 - ◆ Describe your firm's Information Systems audit capabilities.
 - ◆ Include 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. Please also provide documentation for the results of any PCAOB investigations.
- **Audit Engagement Team:** The firm should:
 - ◆ Identify and provide detailed resumes for the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, and other staff who would be assigned to the engagement, and the percentage of time each will spend on the engagement.
 - ◆ Indicate complaints against the staff that have been leveled by any state board of accountancy or other regulatory authority, if any. Indicate corrective actions taken by the firm with respect to these individuals.
 - ◆ Provide information on the nonprofit and government contracting / Federal grant accounting auditing experience of key personnel.
 - ◆ Describe what commitments it will make to ensure staff continuity and provide statistics on staff turnover over the past three years.
- **Diversity commitment:** Briefly outline your firm's commitment to diversity and inclusion, such as training, supplier diversity programs, pro-bono and/or charitable contribution commitments. Outline the diversity of the engagement team, and whether the firm holds either a DBE or MBE certification.
- **References:** Provide a list (minimum of two), including the names and contact information, of clients who may be contacted for reference. This list should include nonprofit and government contracting/Federal grant accounting clients. Please also include a copy of your firm's most recent peer review report.
- **Disclosure and Certifications:**
 - ◆ Disclose whether you are presently engaged or plan to be engaged with any other recipient of Greenhouse Gas Reduction Fund dollars or anticipate conflicts with clients similar to Green Bank; address

internal practices to ensure compliance with independence requirements and freedom from conflicts of interest. (see below section on Conflicts of Interest).

- ◆ Lobbying Certification (see below section on Byrd Anti-Lobbying Amendment).
- ◆ Partner Demographics
- **Other Services:** What other services does your firm routinely provide to its clients? Is the audit manager available for consultation on finance and accounting issues throughout the year? At what point does the firm charge for such services and what are the billing rates for those likely to be involved?

BUDGET

Green Bank will select one organization to provide audit and tax services. In the budget, please:

- Provide a fee proposal for the next three years (FY 2024 through FY 2026). The fee proposal should include the details of hours, administrative fees and out-of-pocket expenses for each of the services identified previously, recognizing that FY2024 had minimal activity compared to activity that will occur in 2025 and 2026.
- Furnish billing rates and hours for each class of professional personnel and for each of the three years.
- Indicate which office(s) will be providing services. Describe your approach to billing for expenses, as well as phone calls and routine matters. Please also provide a categorical summary of any out-of-pocket expenses, as well as any other indirect or administrative expenses you intend to charge in conjunction with the overall relationship.
- Identify the extent to which your audit and tax preparation services shall rely on the work of other consultants, outlining these third-party deliverables and timelines necessary to support your proposal.
- Green Bank will not be responsible for expenses incurred in preparing the proposal. Such costs should not be included in the proposal.
- Are there other fees not included in your proposal that Green Bank would be expected to bear? What billing rates would you use in billing these services?
- Provide a general overview of the schedule and timing of billings.
- Provide a sample of the firm's standard proposed contract(s) for audit and tax services.
- Identify the firm's insurer for professional liability with the policy limits of such coverage and expiration date. The successful firm will be required to provide evidence of such insurance as part of its contract with Green Bank.

SELECTION CRITERIA

Criteria	Max Points
<p>MANDATORY CRITERIA: Proposals will not be considered for evaluation without meeting all of the following mandatory criteria:</p> <ul style="list-style-type: none"> A. Licensed certified public accountant (accounting firm). B. Independent. C. No record of substandard work. 	10
<p>TECHNICAL CRITERIA: Those proposers who have met each of the criteria above will be evaluated on the following criteria:</p> <ul style="list-style-type: none"> A. Responsiveness and timeliness of the proposal in clearly articulating an understanding of the work to be performed. <ul style="list-style-type: none"> 1. The proposer’s understanding and comprehensiveness of response to the RFP regarding each element of work to be performed/scope of work. 2. The proposal follows the specified format, and includes all certifications 3. The work can be completed within the required project timeline with realistic estimates for each audit step. B. Firm's technical experience. <ul style="list-style-type: none"> 1. Satisfactory results of firm’s peer review and related materials. 2. The proposer has prior experience working on similar types of audits (nonprofits, government contracting, Federal grant accounting including Single Audits). 3. The proposer has prior experience working with similar organizations. 4. Quality of references C. Qualifications of proposed staff. <ul style="list-style-type: none"> 1. Qualifications of engagement and supervisory personnel to be assigned to Green Bank 2. Quality of interviews with senior engagement personnel to be assigned to Green Bank 3. Experience with auditing programs funded by the Federal government. 4. Experience auditing similar government contracting entities and nonprofits receiving Federal grant funding. 5. Commitment to diversity and inclusion. D. Firm's quality control program. <ul style="list-style-type: none"> 1. Internal quality control program for governmental audits and compliance with EPA program guidelines. 2. Participation in peer reviews and receiving a positive review report. 	60
<p>COST CRITERIA: Reasonableness of proposed audit cost (considering hourly billing rates, number of audit hours, out-of-pocket expenses, and total proposed cost).</p> <ul style="list-style-type: none"> A. The proposal includes a detailed budget for each year and stage of the scope of work. B. The proposed costs are reasonable. C. Contract terms and conditions are acceptable. 	30
Total Points (max)	100

**ATTACHMENT A - REQUIRED TERMS AND CONDITIONS FOR CONTRACTS
SUPPORTED BY FEDERAL FUNDS**

The following terms and conditions are required to be included in any contract(s) awarded as a result of this solicitation that are supported by federal funds, in whole or in part, during the life of the contract(s). As used herein, "Contractor" shall refer to the selected Proposer and "contracting entity" shall refer to Green Bank.

BUY USA - DOMESTIC PREFERENCE FOR PROCUREMENTS

1. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
2. For purposes of this section:
 - a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors that apply or bid for an award exceeding \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or firm for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

CLEAN AIR ACT AND WATER POLLUTIONS CONTROL ACT PROVISIONS

Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.) Contractor agrees to report each violation to the contracting entity and understands and agrees that the contracting entity will, in turn, report each violation as required to assure notification to the grantor federal agency and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (FOR ANY CONTRACTS IN EXCESS OF

§100,000 WHEN LABORERS OR MECHANICS ARE USED)

1. *Overtime requirements:* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, in any workweek in which he or she is employed on that work, to work more than forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
2. *Violation: liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section, Contractor and any subcontractor responsible therefor shall be liable to the affected employee for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. *Withholding for unpaid wages and liquidated damages.* The contracting entity shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

COPYRIGHT AND DATA RIGHTS (IF APPLICABLE)

1. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works.
2. Contractor grants to the contracting entity, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data.
3. For data required by the contract but not first produced in the performance of this contract, Contractor will identify such data and grant to the contracting entity or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract.
4. Upon or before the completion of this contract, Contractor will deliver to the contracting

entity data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the contracting entity.

FEDERAL COMPLIANCE

Contractor acknowledges that Federal funds will be used to fund all or a portion of the contract. Contractor will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives. This specifically includes, *but is not limited to*, all 2 CFR 200 requirements, and any Inflation Reduction Act (IRA) requirements and guidance established by the United States Department of the Treasury and/or the EPA for IRA funding. It also includes any legal requirements applicable to the Bipartisan Infrastructure Law, Greenhouse Gas Reduction Fund, and Urban Area Security Initiative (UASI) funding.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (HUAWEI AND ZTE) (IF APPLICABLE)

Contractor and any sub-contractor are each prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

PUBLICATIONS CLAUSE (FOR INFLATION REDUCTION ACT “IRA” FUNDS)

Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.” This requirement is subject to change based on the requirements of EPA.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (IF APPLICABLE)

Contracts or agreements for the substitution of parties, assignment, or performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any applicable implementing regulations.

SUSPENSION OR DEBARMENT

1. No contract will be awarded to a Contractor or any party that is debarred from working on federally funded projects, as listed on the government-wide exclusions list in the System for Award Management (SAM) at www.sam.gov, in accordance with the OMB guidelines at 2 C.F.R. Part 180.
2. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, Contractor is required to verify that none of Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

AUDITS

The sub-recipient must submit the audit to the recipient within 9 months of the end of the recipient’s fiscal year or 30 days after receiving the report from an independent auditor, whichever is earlier. As provided in 2 CFR 200.337(a) the recipient must provide EPA, the EPA Office of Inspector General, and the Comptroller General with access to the subrecipient’s independent auditor reports.

[Signature Page Follows]

ACKNOWLEDGMENT AND CERTIFICATION:

On behalf of [NAME OF FIRM], I hereby:

1. Acknowledge that the specific terms and conditions outlined in this Attachment A will be fully incorporated into any contract(s) awarded as a result of this solicitation that are supported by Federal funds, in whole or in part, during the life of the contract(s); and
2. Commit to adhere to all relevant regulations, guidelines, and requirements outlined in this RFP and all Attachments contained within this RFP. Compliance with these regulations is crucial for maintaining the integrity of the qualification process and ensuring fair evaluation.

Name of Firm:

Name of Individual:

Title:

Signature: _____

Date:

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL SUBMISSION

- a) Promptly notify Green Bank in writing of any legal proceedings resulting from any subcontract or other commitment related to the terminated portion of the contract;
- b) Settle outstanding liabilities and proposals arising out of the termination; and
- c) If there is a terminated construction contract, ensure the cleanup of the site, protection of serviceable materials, removal of hazards, and other actions necessary to leave a safe and healthful site.

END OF DOCUMENT