

Request for Proposal

Financial Statement Audit

April 17, 2024

Louisville Tourism

401 West Main Street, Suite 2300
Louisville, Kentucky 40202



Introduction

Purpose

The Louisville & Jefferson County Visitors & Convention Commission, doing business as Louisville Tourism, is requesting Proposals for financial statement audit services. Using this Request for Proposals (“RFP”), Louisville Tourism intends to contract with a vendor who will be available to provide the product or service during the contract term. Louisville Tourism may select and contract with one or more vendor(s) to provide all products or services described in the Scope of Services.

Vendors interested in assisting Louisville Tourism with the product or service as defined above must prepare and submit a response in accordance with the Submission Requirements and Procurement Schedule in this RFP. Louisville Tourism will review proposals from those vendors that submit a proposal, which includes all information required to be included as described herein.

Definitions

“**Respondent(s)**” refers to the interested individual(s) and/or firm(s) that submit a response to this Request for Proposal.

“**RFP**” refers to this Request for Proposals, including any amendments, supplements or addendums thereto.

“**Proposal**” refers to the complete responses to this RFP submitted by the Respondent(s).

Business Overview & Background

Overview of Louisville Tourism

Louisville Tourism was formed under the laws of the Commonwealth of Kentucky and has been established pursuant to provision of 91A.350(1) and 91A.370 of the Kentucky Revised Statutes for the purpose of promoting recreational, convention and tourist activities in Louisville and Jefferson County, Kentucky. Louisville Tourism is governed by a ten-member Board of Commissioners.

Louisville Tourism’s mission is to support the local economy’s growth by driving tourism to the city and region. The agency serves as the leading voice for Louisville’s hospitality industry to unite other sectors of the community, both private and public, in partnership to make the destination attractive to visitors and investment. In pursuit of its

mission, Louisville Tourism generates increased visitor spending, local tax receipts, and job development.

Louisville Tourism encourages participation by minority, women, and disability owned businesses in the procuring of supplies and services.

Scope of Services

Areas of Specialized Services

The proposal is expected to cover the following services for Louisville Tourism:

1. Annual financial statement audit of Louisville Tourism, including associated meetings with the Finance Committee and Commission to discuss audit results as necessary.
2. A single audit in accordance with the Uniform Guidance for Federal Awards (2 CFR 200). The purpose of this audit is to ensure compliance with federal grant regulations in relation to federal grants. The related fee for the single audit should be outlined separately in accordance with Cost Proposal section below.

The proposal should also cover the following services for Louisville Sports Commission (LSC); however, this is subject to approval by the LSC Finance Committee and/or Board of Directors. The related fee should be outlined separately in accordance the Cost Proposal section below:

1. Annual financial statement audit of the Louisville Sports Commission.
2. Tax filings for the Louisville Sports Commission.

Term

Louisville Tourism expects to be engaged with the selected respondent for a period of five (5) years. The engagement period should commence or become effective in June 2024 or as soon as practical thereafter. If the firm's services fail to meet expectations, Louisville Tourism may terminate the arrangement with written notice at any time. Fees would be paid for services rendered through the date of termination.

Form of Contract

If selected to provide services, the successful Respondent(s) may be required to execute a form contract, which includes indemnification, insurance and termination provisions if applicable as well as the compensation provisions. The successful Respondent(s) must also accept and agree to abide by Louisville Tourism Terms and Conditions.

Relationship with Current Service Provider

The decision to issue this RFP is the result of a standard periodic review of this service. Louisville Tourism is satisfied with the services provided by the current firm and advises that management will give permission to contact such firm if applicable.

Other Information

Louisville Sports Commission is a legally separate, tax exempt 501(c)(3), component unit of Louisville Tourism. LSC acts primarily to foster national and international amateur sports competition, and for other charitable purposes to make the Greater Louisville area a hub of amateur sports. Although it is legally separate, LSC is fiscally dependent upon Louisville Tourism. This causes the relationship between Louisville Tourism and LSC to be that of related entities resulting in the need for inclusion as a discreetly presented component unit in the financial statements of Louisville Tourism. LSC also issues stand-alone audited financial statements annually. LSC has a fiscal year-end of June 30.

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years after the end of each audit, unless the firm is notified in writing by Louisville Tourism of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to Louisville Tourism.

The firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

The firm is expected to work with Louisville Tourism staff to develop a feasible timeline to complete the audit. This plan should include initiating audit fieldwork during late August or early September with presentation of final Audit report at the November Commission meeting.

A copy of Louisville Tourism's most recent audited financial statements can be found at <https://www.gotolouisville.com/about-us/research-publications/financial-reports/>.

A copy of LSC's most recent audited financial statements can be requested from LSC at 502-587-7767.

General Procurement Information

Procurement Process

The Evaluation Committee shall evaluate proposals, interview top applicants if it deems interviews to be helpful, and complete its evaluation based on the best interests of Louisville Tourism.

Procurement Schedule

The RFP process commences upon the issuance of this RFP. The steps involved in the procurement process and the anticipated completion dates are as follows:

<u>Procurement Activity</u>	<u>Tentative Date</u>
Issuance of Request for Proposals	• 4/17/2024
Deadline to Submit Questions	• 5/01/2024
Deadline to Submit Proposals	• 5/17/2024
Finalist Interviews/Presentations if applicable	• Late-May 2024
Completion of Evaluation/Notification of Selection	• Early June 2024

Obtaining Procurement Documents

This RFP packet can be obtained via Louisville Tourism's web site at <https://www.gotolouisville.com/about-us/rfps/>. All addenda, amendments, or written responses to this RFP will only be available through Louisville Tourism's web site. Louisville Tourism will not provide or be responsible for verbal responses.

Statement Submittal

To be given consideration, Respondents must submit the following:

1. **One (1) original hard-copy** of the proposal, including all attachments
2. **One (1) electronic copy** of the proposal, including all attachments

Proposals must be received no later than **Friday, May 17, 2024 at 5:00 P.M. Eastern Standard Time**. Proposals must be sealed and addressed to:

Robin Vanzant

Director of Finance and Administration
Louisville Tourism
401 West Main Street, Suite 2300
Louisville, Kentucky 40202
Phone: 502-560-1486
Email: rvanzant@gotolouisville.com

Proposals will not be accepted by facsimile transmission and no more than one Proposal from any Respondent will be considered. In addition, all Proposals and all related information must also be stapled or bound and signed by a responsible party with authority to bind the Respondent.

Addenda or Amendments to RFP

During the period provided for the preparation of the responses to the RFP, Louisville Tourism may issue addenda, amendments, or answers to written inquiries. All such addenda, amendments, or answers will be posted/issued as noted in "Obtaining Procurement Documents" herein and shall constitute a part of the RFP. Respondents are encouraged to view the listed website regularly for any issued addenda, amendments, or answers, as it is the responsibility of the Respondent to obtain same. Any failure to so acknowledge such changes will make the proposal non-responsive and it will be rejected.

Inquiries

Any requests for information or other inquiries should be directed in writing to the attention of Robin Vanzant, Director of Finance and Administration, by 5:00 P.M., Eastern Standard Time, May 1, 2024, at rvanzant@gotolouisville.com. Questions will be answered via addenda and posted to Louisville Tourism's website. Respondents should not contact any other Louisville Tourism representative for information and/or to inquire about the status of this procurement prior to the submission of Proposals or their proposal may be disqualified.

Submission Requirements

Proposal Format

Each proposal must conform to the following outline. The proposal should be concise but include enough detail so that each Respondent's capabilities are properly evaluated as to the provision of Louisville Tourism's required services.

Proposal Content

Respondents must provide the following information to be considered responsive. In addition, to expedite evaluation of submittals, the Respondent's information must be organized in the following sequence:

- A. Executive Summary – Each proposal must be accompanied by an executive summary, signed by an officer authorized to enter into a contractual relationship with Louisville Tourism on behalf of the firm. The executive summary shall include a brief statement of the company's experience and qualifications, approach to the work, understanding of the scope of services, and objectives.
- B. Financial Stability – Respondent is required to provide information pertaining to the firm's financial integrity, which may include:
 - 1. Financial statements (preferably audited), including income statements, balance sheets, and any changes in financial position.
 - 2. Most recent quarterly financial report and a description of any material changes in financial position since the last annual financial statement (preferably audited).
 - 3. Respondents most recent Dun & Bradstreet, Value Line Reports or other credit rating/report.
 - 4. Other financial information that is sufficient to support the firm's financial integrity and ability to provide the product or service outlined herein.

Respondent should provide financial information under separate cover and may mark the financial information as "Confidential". Louisville Tourism will maintain the confidentiality of the statements to the extent permitted by law.

- C. Audit/Tax Services – Describe the firm's ability to provide the services described in the Scope of Services section above.
 - 1. Describe how your firm will approach the audit of the organization, including the use of any association or affiliate member firm personnel and the areas that will receive primary emphasis. Also discuss the firm's use of technology in the audit. And finally, discuss the communication process used by the firm to discuss issues with the Management and the Finance Committee of the Commission.

2. Describe clients similar to Louisville Tourism for which you have provided related services in the past five (5) years.
 3. Describe how and why your firm is different from the other firms being considered, and why our selection of your firm as our external auditors is the best decision.
 4. Discuss the firm's independence with respect to Louisville Tourism.
- D. Experience/Past Performance – Respondent must provide no less than three (3) client references for similar services performed within the last five (5) years. The client reference list must include:
- Name and address of client
 - Name and telephone number of client contact
 - Name and title of team members who worked with client reference that will be assigned to work with Louisville Tourism

Respondent must also include a statement authorizing Louisville Tourism to contact Respondent's references in conjunction with the evaluation of Respondent's Proposal.

- E. Respondent Firm and Staff Qualifications – Provide a summary of the Respondent's history and locations.
1. Provide a brief narrative documenting the experience and qualifications of each member who will be assigned to Louisville Tourism.
- F. Cost Proposal – The purpose of the cost proposal is for Louisville Tourism to understand the cost of the services that will be provided.
1. Provide the fee proposal for the following options:
 - Fee proposal for the FY 23/24, FY 24/25, FY 25/26, FY 26/27, and FY 27/28 annual financial statement audits of Louisville Tourism only. Provide a description of your billing procedures. Indicate how and when Louisville Tourism will be billed.
 - Fee proposal for the FY 23/24, FY 24/25, FY 25/26, FY 26/27, and FY 27/28 single audits for federal grants of Louisville Tourism only. Provide a description of your billing procedures. Indicate how and when Louisville Tourism will be billed.
 - Fee proposal for the FY 23/24, FY 24/25, FY 25/26, FY 26/27, and FY 27/28 annual financial statement audits the Louisville Sports Commission (including tax preparation). Provide a description of your billing procedures. Indicate how and when LSC will be billed.
 2. Describe if and how you will bill for questions on technical matters that may arise throughout the year. If applicable, provide current standard and discounted billing rates for classes of professional personnel.

Evaluation of Respondents

Evaluation Process

The appropriate Louisville Tourism personnel will review responses that meet the criteria outlined herein and may or may not choose to hold oral interviews prior to making a final decision. Should interviews be held, it will be imperative that the lead representative for Louisville Tourism's engagement be in attendance. Only those individuals directly involved with the presentation should attend the interview.

All responses should be valid for a 90-day period from the due date of the RFP and should be signed by an individual authorized to bind the firm.

Louisville Tourism reserves the right to reject any and all proposals.

Evaluation Criteria

The Committee will review all Proposals to determine if the Respondent has satisfied the criteria described in this RFP. The following criteria will be considered in selecting the successful Respondents:

1. The ability to provide the requested services, including relevant past experience.
2. Qualifications of staff assigned to the engagement.
3. Proposed cost and fees.
4. Quality and conciseness of responses.
5. Client references, if applicable.
6. The value of any service suggestions, or other new ideas and enhancements.

Special Terms and Conditions

Rights Reserved

All materials submitted to Louisville Tourism in response to this RFP will become the property of Louisville Tourism, which reserves the right at its sole discretion, to use, without limitation, all information, concepts, and data contained therein.

Louisville Tourism reserves the right to reject any and all submittals, to waive any informality or irregularity in any response, and to make an award to the Respondent or Respondents deemed, in the sole discretion of Louisville Tourism, to be the most suitable to Louisville Tourism.

This RFP does not commit Louisville Tourism to award a contract to any Respondent, or to pay any cost incurred in preparation of materials filed in response to this RFP.

Louisville Tourism reserves the right to negotiate with any Respondent, to award multiple contracts or portions of the specified services, or to cancel in part or in its entirety this RFP, if it is deemed, in the sole discretion of Louisville Tourism, to be in the best interest of Louisville Tourism.

Equal Employment Opportunity

The Respondent shall agree not to discriminate against any employee or applicant because of race, color, religion, sex, national origin, citizenship status, age, protected disability status, sexual orientation, genetic information, uniformed service and/or Vietnam-era or special disabled veteran.

Code of Conduct

The Respondent shall agree to avoid situations, which could be considered either a conflict of interest, or detrimental to the operation or reputation of Louisville Tourism.

Future Work

Louisville Tourism may, at its discretion, negotiate with the successful Respondent to include further services not identified in this RFP.

Disclosure of Proprietary Information

The Respondent may attempt to restrict the disclosure of proprietary information that is contained in the Proposal by marking each applicable page prominently with the words "Proprietary Information". After either a contract is executed pursuant to the RFP, or all submissions are rejected, if access to documents marked "Proprietary Information" is requested under the Kentucky Open Records Act, Louisville Tourism will notify the

Respondent of the request and it shall be the burden of the Respondent to establish that such documents are exempt from disclosure under the law.

Notwithstanding the foregoing, in response to a formal request for information, Louisville Tourism reserves the right to release any documents if Louisville Tourism determines that such information is a public record pursuant to the Kentucky Open Records Act. Louisville Tourism shall have no liability to any Proposer or anyone else for releasing any Proprietary Information of a Proposer.

Laws and Regulations

Louisville Tourism requires that all responses to this RFP, and any contract that may result, be in accordance with all applicable laws, ordinances, rules, and regulations of the Commonwealth of Kentucky, Metro Louisville, and Louisville Tourism.

Any contract developed as a result of this RFP shall be governed by the laws of the Commonwealth of Kentucky with venue and jurisdiction in Jefferson County, Kentucky.

APPENDIX A

TERMS AND CONDITIONS

Louisville Tourism is committed to providing high quality, cost-effective services as described herein and engages outside partners in this endeavor. Respondent is expected to represent Louisville Tourism with integrity, professionalism, competence, and due diligence in providing the described services, and to make all efforts to deliver those services as efficiently and cost effectively as possible.

The following terms and conditions for selected Respondent (“Terms and Conditions”) set forth the Louisville Tourism’s expectations. The Terms and Conditions will be effective for all services performed under this contract awarded by Louisville Tourism pursuant to this Request for Proposal.

1. Form of Contract

Louisville Tourism may retain selected Respondent through a written contract. If applicable, selected Respondent must properly execute the original contract and return it to Louisville Tourism, along with any additional documents or information the contract requires.

2. Conflicts of Interest

Prior to engagement, selected Respondent shall perform a thorough check for actual or potential conflicts of interest, as defined by applicable rules of professional conduct, which may arise from selected Respondent’s representation of Louisville Tourism. Selected Respondent must use their best efforts to identify and discuss with Louisville Tourism’s Chief Financial Officer (“CFO”) any potential conflicts of interest, including any philosophic conflict that may compromise a position taken by Louisville Tourism. Throughout the course of selected Respondent’s representation, any conflict must also be promptly disclosed and discussed with Louisville Tourism’s CFO as soon as it becomes known.

If selected Respondent requests a waiver, the request shall set forth, in detail, the measures the selected Respondent will take to protect Louisville Tourism, its agents, officials and employees from any prejudice, and/or any detrimental or adverse consequences. The CFO, however, reserves the right to make an independent determination of whether selected Respondent has an actual or potential conflict of interest in any matter and to grant or deny, on behalf of Louisville Tourism in its sole discretion, such request.

Acceptance of an engagement on a matter by selected Respondent without written disclosure of any conflicts constitutes a representation by selected Respondent that a conflict check has been conducted and that no conflicts exist.

3. Communication

In addition to performing services in a professional, competent and timely manner and making informed, ethical decisions on behalf of Louisville Tourism, selected Respondent shall keep CFO informed of all material developments. Selected Respondent must provide regular, timely, and effective communication to Louisville Tourism's CFO as applicable.

4. File Retention

Selected Respondent shall retain all documents, papers, accounting records and other work product pertaining to this contract for a period of no less than five (5) years after the date of final payment. The selected Respondent shall make such materials available for inspection by Louisville Tourism at a reasonable time. Copies of such data shall be furnished to Louisville Tourism upon request. The selected Respondent is entitled to reasonable reimbursement for the cost of furnishing such copies.

5. Confidentiality

In the course of representing Louisville Tourism, selected Respondent may occasionally gain access to non-public and confidential information. In addition, in such cases, Louisville Tourism requires selected Respondent to maintain the confidentiality of such information both during and after the course of its representation of Louisville Tourism. Selected Respondent must have in place appropriate procedures to ensure the protection of all such information. Selected Respondent must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and non-disclosure of all privileged, proprietary and confidential information, and must take appropriate measures to ensure that personnel are familiar with this requirement and are effectively supervised accordingly.

Selected Respondent must consult with Louisville Tourism's CFO before disseminating any potentially sensitive information acquired from Louisville Tourism or developed or learned while representing Louisville Tourism.

6. Invoices

Selected Respondent shall submit detailed invoices within thirty (30) days of the conclusion of the billing period. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, Louisville Tourism will not pay for services or expenses incurred more than ninety (90) days prior to the date the invoice is submitted. An invoice shall be submitted within thirty (30) days of the conclusion of the service period which shall also detail all work performed since the date of the previous invoice. Invoices will not be accepted more than ninety (90) days after a matter has been closed. Once the guaranteed outside maximum is reached, Louisville Tourism will not pay any fee.

The invoices shall contain narrative descriptions of work performed, including a statement of the date each service was rendered, type of activity, subject matter, and all persons involved. In addition, Louisville Tourism will not be responsible for late fees or other administrative charges.

7. Travel/Meals/Lodging

If applicable, travel, meals, lodging and other related costs which selected Respondent expects to incur in connection with the performance of required services shall require the approval of Louisville Tourism's CFO and shall be reimbursed in accordance with applicable Louisville Tourism travel policies and/or guidelines.

8. Media

Selected Respondent **shall not** make any statements to the media on behalf of Louisville Tourism or relating to Louisville Tourism matters. All media inquiries must be immediately reported to Louisville Tourism's CFO, or as otherwise directed.

Louisville Tourism does not permit selected Respondent to advertise or promote their relationship with Louisville Tourism, other than to list Louisville Tourism as a representative client in the course of marketing efforts.