



SHAWNEE MISSION PUBLIC SCHOOLS  
(UNIFIED SCHOOL DISTRICT NO. 512)  
JOHNSON COUNTY, KANSAS

**REQUEST FOR PROPOSAL**

**AUDITING SERVICES**  
**RFP – 19-038**

CENTER FOR ACADEMIC ACHIEVEMENT  
8200 W. 71<sup>ST</sup> STREET  
SHAWNEE MISSION, KS 66204

December 12, 2019



**REQUEST FOR PROPOSAL**  
**SHAWNEE MISSION UNIFIED SCHOOL**  
**DISTRICT NO. 512**

Return in sealed envelope to:

Shawnee Mission Unified Schools  
 Purchasing Department

**ATTN: Becky Collins**

8200 W. 71<sup>st</sup> Street  
 Shawnee Mission, Kansas 66204  
 (913) 993-6434

Date: December 12, 2019

Proposal No. 19-038

FOR: Auditing Services

Proposals will be accepted until:

DATE: January 16, 2020

DAY: **Thursday**

TIME: **2:00 P.M.**

**Proposals will NOT be publicly opened at the above due time and date. Only the names of the responding offeror's will be announced. Content of proposals will be available for review after contract award.**

Any questions regarding specifications or proposal procedures should be directed to: Becky Collins via Email: [beckycollins@smsd.org](mailto:beckycollins@smsd.org) by no later than January 2, 2020 in order to assure a response before the proposal due date.

**Please complete and return the attached Proposal Response Packet.** An authorized company representative should sign the Execution of Offer page. Completion of these forms is intended to verify that the offeror has submitted the proposal, is familiar with its contents and has submitted the material in accordance with all requirements.

One (1) original and one (1) copy, for a total of two (2) complete paper copies of the proposal, as well as one (1) electronic copy on a flash drive must be submitted on or before January 16, 2020 2:00 PM.

**INCLUDE THE PROPOSAL NUMBER ON THE PROPOSAL AND SUBMITTAL ENVELOPES.**

**PROPOSAL RESPONSES MUST BE RECEIVED IN SEALED ENVELOPES.**

**PROPOSAL RESPONSES MAY NOT BE FAXED OR EMAILED.**

**OFFERS ARE SUBJECT TO REJECTION UNLESS SUBMITTED ACCORDING TO THIS FORMAT AND SUBMITTED AND RECEIVED BY JANUARY 16, 2020 AT 2:00 PM CST.**

**INSTRUCTIONS TO OFFERORS**

1. Submit two (2) hard copies and one (1) flash drive of your proposal.
2. Read and comply as applicable with the terms and conditions.
3. It is the offeror's responsibility to have the proposal correctly marked and in the purchasing office by the specified date and time for opening.
4. The proposal and any accompanying documents shall be submitted in a sealed envelope addressed and marked as follows:

Shawnee Mission Unified School District #512  
 Center for Academic Achievement  
 Purchasing Department  
 8200 W. 71<sup>st</sup> Street  
 Shawnee Mission, KS 66204

**RFP # 19-038 AUDITING SERVICES**

**EXECUTION OF OFFER**

Under penalty of perjury the undersigned offeror certifies that this offer has not been arrived at collusively or otherwise in violation of Federal or State antitrust laws.

\_\_\_\_\_  
OFFEROR

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SIGNED

\_\_\_\_\_  
CITY                      STATE                      ZIP

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TELEPHONE                      FAX NUMBER

\_\_\_\_\_  
PLEASE PRINT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMAIL ADDRESS

## I. Introduction

### A. General Information

The Shawnee Mission School district is requesting proposals from qualified firms of certified public accountants to audit its financial statements for each of six fiscal years commencing with the year ending June 30, 2020. The audit is required by K.S.A. 75-1122 and is to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the U.S. General Accounting Office's (GAO) Government Auditing Standards, the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, States, Local Governments and Non-Profit Organizations, as well as the applicable provisions of the Kansas Municipal Audit Guide. The objective of the District is to select a firm that will provide said services at a very high level, at a reasonable price, bringing the greatest efficiencies to the District and its patrons.

To be considered, two copies of a proposal and one flash drive must be received by **2:00 p.m. January 16, 2020**. The Shawnee Mission School District reserves the right to reject any or all proposals and to waive any irregularities. The district also reserves the right, where it may serve the District's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.

At the discretion of the district, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The district reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

Shawnee Mission Public Schools is required to include Section 1 through 5 of K.S.A. 44-1030 (as follows) in all contracts to which our agency is a party, except those with contractors, vendors, or suppliers whose cumulative dollar total in any fiscal year is \$5,000 or less, or who have fewer than four employees:

The contractor shall observe the provisions of the Kansas Act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry;

In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or similar phrase to be approved by the commission;

If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 1976 Supp 44-1030, as amended, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by contracting agency, and;

The contractor shall include the provisions of paragraphs (1) through (4) inclusively of this subsection (a) in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.

### B. Term of the Engagement

Although the district cannot bind future governing bodies, it is anticipated that the firm selected to serve as the district's auditor will be retained for a period of six (6) years. The contract for the engagement will be for one year with five annual renewals based upon the level of service provided during the first year and the price adjustment. The contract may be terminated by either party by giving the other party ninety (90) calendar day's prior written notice of termination.

## II. Nature of Service to Be Rendered

### A. General

The Shawnee Mission School District is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the fiscal year ending June 30, 2020, with the option to audit the District's financial statements for each of the five subsequent fiscal years. These audits are to be performed in accordance with provisions contained in this request for proposal.

### B. Scope of Work to be Performed

The Shawnee Mission School District desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles.

The District also desires the auditor to express an opinion on the fair presentation of its combining and individual fund financial statements and schedules in conformity with generally accepted accounting principles. The auditor is not required to audit the supporting schedules contained in the Comprehensive Annual Financial Report (CAFR). However, the auditor is to provide an "in relation to" report on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial statements and schedules. The auditor is not required to audit the statistical or introductory sections of the report.

### C. Auditing Standards to be Followed

To meet the requirements of this request for proposal, the audit shall be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the U.S. General Accounting Office's (GAO) Government Auditing Standards, the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, States, Local Governments and Non-Profit Organizations, as well as the applicable provisions of the Kansas Municipal Audit Guide.

### D. Reports to be Issued

1. Report on the Basic Financial Statements with in-relation-to opinions on the schedule of federal awards expenditures and the combining and individual fund statements and schedules.
2. Schedule of federal awards expenditures.
3. Schedule of findings and questioned costs.
4. Report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with "government audit standards."
5. A Management Letter listing recommendations for improvements in school district procedures. The Management Letter will include specific reasons why the audit firm is suggesting changes to the district procedures and management's response.
6. Report on compliance with requirements applicable to each major program and internal control over compliance required by uniform guidance.

In the required reports on internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal controls, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified as such in the report.

Nonreportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the reports on internal controls.

The reports on compliance shall include all instances of noncompliance.

Auditors shall be required to make an immediate, written report of all fraud and illegal acts or indications of illegal acts of which they become aware to the Superintendent and the Board of Education.

The report and statements described above shall be similar in format to the district's current audit report. A copy of the most recent completed audit is located on the SMSD website <https://www.smsd.org/about/budget-finance>.

#### E. Special Considerations

1. The district uses the modified cash basis method of accounting. The auditor will need to prepare memorandum adjustments to convert the modified cash basis statements to modified accrual.
2. While the statements are the primary responsibility of the district, the auditors will prepare the statements presented in the comprehensive annual financial report. To ensure the district's understanding of the statements, a trial balance and all memorandum adjustments will be available to district personnel during rough draft review. The beginning balance on the report will agree with the trial balance report of the district. Canned district reports and other ad-hoc reports will be made available to the auditor.
3. The district may send its comprehensive annual financial report to the Government Finance Officers Association and to the Association of School Business Officials for review in their Certificate of Achievement in Excellence in Financial Reporting programs. The auditor will keep abreast of the requirements, monitor the required checklists, and coordinate the preparation of statements to address reporting requirements.
4. The district has determined that the Kansas Department of Education will serve as the oversight agency in accordance with the provisions of the Uniform Guidance.
5. The district is using software from PowerSchool called BusinessPlus for its finance, procurement, human resources and payroll functions. The high schools, middle schools, and elementary schools use this software for student activity fund accounting.
7. The district will be responsible for 1099, W-2 and 990 reports. The auditor will also be expected to assist the district in answering questions from regulatory agencies regarding the comprehensive annual financial report or Internal Revenue Service reports. The auditor is also expected to answer questions that might affect compliance matters that surface as the district contemplates making changes. These areas are to be covered under the base fee.

#### F. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the district of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties:

- Shawnee Mission School District

- Kansas Department of Education
- U.S. General Accounting Office (GAO)
- Parties designated by the federal or state governments or by the district as part of an audit quality review process.
- Auditors of entities of which the district is a subrecipient of grant funds.

In addition, 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.

**III. Description of the Government**

**A. Contacts**

The auditor’s principal contacts will be with Russell Knapp, Chief Financial Officer and Chris Mesko, Financial Analyst.

**B. Background Information**

The Shawnee Mission School District provides elementary and secondary education to families living within its boundaries. In addition, the district provides a wide range of special education services for preschool and school age children living within the district, or, on a tuition basis, to students residing outside of the district’s boundaries. The district offers a wide range of vocational education programs to high school age students.

Shawnee Mission School District is located within a 72 square mile area in the northeast corner of the Johnson County, Kansas area. Enrollment for the 2018-19 school year was 27,593 students. The district serves its students through 34 elementary schools, 5 middle schools, 5 high schools, 1 alternative education school, 1 career and technical school, 1 early childhood education center, 4 major athletic complexes and 3 administrative and support facilities.

The district employs a staff of approximately 3,400 with 2,100 certified employees. The district is governed by a seven member Board of Education elected for staggered four-year terms. The district’s management team is comprised of the Superintendent, Deputy Superintendent and two Associate Superintendents and two Assistant Superintendents. Members of the management team are appointed by the Board of Education.

More detailed information on the district and its finances can be found on our district website at <https://www.smsd.org/about/budget-finance>. Copies of these documents can be obtained from Russell Knapp at (913) 993-6478.

**C. Fund Structure**

The district uses the following fund types and account groups in its financial reporting:

<u>Fund Type/Account Group</u>	<u>Number of Individual Funds</u>	<u>Number of Legally Adopted Annual Budgets</u>
General Funds	1	1
Special Revenue Funds	33	20
Debt Service Funds	1	1
Capital Projects Funds	2	0
Internal Service Funds	1	0
Agency Funds	2	0

D. Budgetary Basis of Accounting

The district has adopted a system of budgeting and accounting to comply with applicable laws of the State of Kansas. This statutory basis of accounting is annually converted to a modified accrual basis of accounting and then full accrual by applying certain memorandum adjustments within the audit workpapers.

E. Federal and State Financial Assistance

A schedule of federal awards expenditures is contained in the CAFR for the year ended June 30, 2019. Federal financial assistance for the year ending June 30, 2020 is expected to approximate that of fiscal year 2019. In addition, the district receives basic state aid, as well as state funding for special education and student lunches.

F. Pension Plans

The district participates in the Kansas Public Employees Retirement System (KPERs). Approximately 3,400 district employees are members of KPERs. Contributions are received from employees and the State of Kansas. The district has no legal obligation to contribute to KPERs.

G. Magnitude of Finance Operations

The finance department is headed by Russell Knapp, Chief Financial Officer. The principal functions performed and the number of employees assigned are as follows:

<u>Function</u>	<u>Number of Employees</u>
Purchasing	4
Property Control	1
Chief Financial Officer	1
Accounts Payable, General Ledger	6
Budget	2
Payroll	5

H. Availability of Prior Audit Reports and Working Papers

Interested proposers who wish to review prior year's audit reports and management letters should contact Russell Knapp at (913) 993-6478 or russellknapp@smsd.org. The district wishes to avoid disrupting the current audit firm unless review of the current workpapers is essential to the preparation of the proposal.

The district has been audited by Mize Houser since the year ended June 30, 2012.



#### IV. Time Requirements

##### A. Proposed Calendar

The following is a list of targeted dates for submission and review of the request for proposals:

December 12, 2019	Request for Proposal (RFP) emailed to audit firms
January 3, 2020	Deadline for RFP related questions
January 16, 2020	Due Date for Proposals (2:00 p.m.)
January 27 – February 6, 2020	Optional Finalist interviews (if needed)
February 24, 2020	Board Agenda Item - Potential Approval

The district reserves the right to modify this schedule at district's discretion. Notification of changes in the RFP due date or deadline for questions will be communicated to respondents via email. Changes in any other anticipated dates will not be released unless deemed necessary at the sole discretion of the district.

##### B. Audit Timeline

The district will have all records ready for audit and personnel available to meet with the firm's personnel by late July. The following contacts or meetings should be held:

1. Entrance conference (Interim Work) - Discuss prior year audits, interim field work, arrange work space, list reports needed and persons to be interviewed during the audit so they can be available when needed.
2. Exit conference (Interim Work) - Summarize the results of preliminary review and identify key controls or other matters tested.
3. Entrance conference (Commence Field Work) - List reports needed and persons to be interviewed during the audit so they can be available when needed.
4. Exit Conference - Summarize the results of the field work and review significant findings.
5. Request transmittal letter, organization chart and MD&A from district personnel to include in CAFR.
6. Draft Report Review - Forward copies of trial balance and memorandum entries along with draft copies of the report. Review wording of management letter to ensure that the letter accurately reflects any deficiencies in the financial or accounting controls.
7. Be available at board meeting when the report is to be approved.

##### C. Due Date for Final Report

The audit firm shall prepare the comprehensive annual financial statement including schedules, notes, and all statistical data. The firm shall be responsible for printing twenty bound copies of the CAFR and one color pdf version. The single audit reports shall be prepared by the auditor. Final copies of the reports shall be available to the district **no later than October 31 of each year** unless both parties agree to an extension of time. The auditor shall have all drafts available to the district two full weeks prior to the end of October.

#### V. Assistance to be Provided to the Auditor and Report Preparation

##### A. Finance Department Assistance

The finance department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. Historically, district staff has prepared a wide range of schedules and statements for the auditor. The preparation of the confirmations and the CAFR is the responsibility of the auditor.

##### B. Information Technology Services (ICT) Assistance

ICT personnel will be available to provide systems documentation and explanations. Computer time and use of hardware/software must be prearranged. The Chief Financial Officer will assist in the coordination of ICT time and resources.

C. Work area, telephones, photocopying and fax machines

The district will provide the auditor with reasonable work space, tables and chairs. The auditor will also be provided access to a telephone, photocopying equipment and fax machine. Printing of the report will be at auditor's expense.

## VI. Proposal Requirements

### A. General Requirements

1. Inquiries concerning the request for proposals and the subject of the request for proposals must be submitted to Becky Collins, beccycollins@smsd.org.
2. Submission of Proposals - To facilitate review, the Submission Form Auditing Services Proposal form **must** be used. It should appear in front of all supporting information.
3. Two copies of the entire proposal must be submitted
4. All proposals received after the date and time set for receipt will be REJECTED. Proposals received after the time and dates set will not be considered. The district will not be responsible for errant delivery or late performance by a courier service.
5. Required Insurance Coverage

The auditing firm must provide a certificate of insurance showing the following coverages:

Errors and Omissions	\$1 Million
Workers' Compensation	\$100/\$500/\$100
General Liability	\$1 Million

### B. Technical Proposal

#### 1. General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the district in conformity with the requirements of this request for proposal. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposal requirements.

The technical proposal should address all the points outlined in the request for proposals. The proposals should be prepared simply and economically, providing a straight-forward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following subjects, items Nos. 2 through 9, must be included. They represent the criteria against which the proposal will be evaluated.

2. Independence

The firm should provide an affirmative statement that it is independent of the district as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards.

The firm should also list and describe the firm's professional relationships involving the district or any of its agencies for the past five (5) years or entered into during the period of this engagement, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

3. License to Practice in Kansas

A certificate of good standing from the Kansas State Board of Accountancy should be included indicating that the firm and all assigned key professional staff are properly licensed to practice in Kansas.

4. Firm Qualifications and Experience

The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be employed on a part-time basis. **(See Attachment B – Personnel Commitment)**

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews of field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

5. Partner, Supervisory and Staff Qualifications and Experience

The firm should identify the principal supervisory and management staff, including engagement partners, manager, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in Kansas. The firm also should provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit. Respondent should also indicate which staff meet the yellow book continuing education requirements for in-charge auditors.

The firm should provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. The firm also should indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the district. However, in either case, the district retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the district which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

6. Prior Engagements with the District

The firm should list separately all engagements with the district within the last five (5) years ranked on the basis of total staff hours and by type of engagement. For each engagement, the firm should indicate the scope of work, date, engagement partners, total hours, the location of the firm's office from which the engagement was performed, the name and telephone number of the principal client contact.

7. Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of five) performed in the last five years that are similar to the engagement described in this request for proposals (especially engagements with other Kansas school districts). These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partner, total hours, and the name and telephone number of the principal client contact.

Provide a list of three names, addresses, telephone numbers, email addresses of customers of similar size and complexity to the district's requirements along with a contact person. **(See Attachment A – REFERENCE FORM)**

8. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposal. Proposers will be required to provide the following information in their audit approach:

- a. Proposed segmentation of the engagement.
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement.
- c. Sample sizes and the extent to which statistical sampling is to be used in the engagement.
- d. Type and extent of analytical procedures to be used in the engagement.
- e. Approach to be taken to gain and document an understanding of the district's internal control structure.
- f. Approach to be taken in determining laws and regulations that will be subject to audit test work.

- g. Approach to be taken in drawing audit samples for purposes of tests of compliance.

9. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the district.

- C. Dollar Cost Bid

1. Total All-Inclusive Maximum Price and Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each.

The Submission Form - Auditing Services Proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposal. The total all-inclusive maximum price to be bid is to contain direct and indirect costs, including all out-of-pocket expenses.

The district will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid. Such costs should not be included in the proposal.

2. Negotiated Fees for Years Two through Six of this Engagement

Fees for years two through six of this engagement will be negotiated with the firm prior to commencement of audit work for that year. The negotiated increase will be limited to the annual increase in Kansas City area CPI-urban on January 1 of each year.

3. Rates for Additional Professional Services

If it should become necessary for the district to request the auditor to render any additional services requested in this request for proposal or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, such additional work shall be performed only if set forth in an addendum to the contract between the district and the firm. Any additional work agreed to between the district and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar cost bid.

4. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's dollar cost bid proposal. Interim billings shall cover a period of not less than a calendar month.

## VII. EVALUATION PROCEDURES

- A. Audit Committee

Proposals submitted will be evaluated by a committee of internal evaluators.

- B. Review of Proposals

The district reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

### C. Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process.

#### 1. Mandatory Elements (15%)

- a. The audit firm is independent and licensed to practice in Kansas.
- b. The audit firm's professional personnel have received adequate continuing professional education within the preceding two years.
- c. The firm has no conflict of interest with regard to any other work performed by the firm for the district.
- d. The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.
- e. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal.

#### 2. Technical Qualifications

- a. Expertise and Experience (25%)
  - i. The firm's past experience and performance on comparable government engagements.
  - ii. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
- b. Audit Approach - Adequacy of proposed staffing plan for various segments of the engagement. Adequacy of sampling techniques. Adequacy of analytical procedures. (20%)

#### 3. Price – The cost of services will be important to the selection. (40%) **(See Submission Form – Auditing Services Proposal)**

### D. Oral Presentations

During the evaluation process, the committee may, at its discretion, request any one or all firms to make oral presentations. Such representations will provide firms with an opportunity to answer any questions the committee may have on the firm's proposal. Not all firms may be asked to make such oral presentations.

### E. Final Selection

The Board of Education will be asked to approve the recommended firm at the February 24, 2020 board of education meeting. An engagement letter referencing the terms of the proposal will be signed soon after this date.

### F. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the district and the firm selected. The district reserves the right without prejudice to reject any or all proposals.

SUBMISSION FORM - AUDITING SERVICES PROPOSAL  
 SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

	<u>Hours</u>	<u>Standard Hourly Rates</u>	<u>Quoted Hourly Rates</u>	<u>Total</u>
Partners	_____	\$ _____	\$ _____	\$ _____
Managers	_____	_____	_____	_____
Supervisory Staff	_____	_____	_____	_____
Staff	_____	_____	_____	_____
Other (Specify) _____	_____	_____	_____	_____
Subtotal				\$ _____
Out-of-pocket expenses:				
Meals and Lodging				_____
Transportation				_____
Other (specify) _____				_____
Total all-inclusive maximum price for 2020 audit				\$ _____

Note: The rate quoted should *not* be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.

State any limit on subsequent year renewal rates (dollar or certain price index) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Any departure from request for proposal \_\_\_\_\_  
 \_\_\_\_\_

Proposer agrees to the terms of the request for proposal, to comply with the laws of the State of Kansas, to carry specified levels of insurance as evidenced by a certificate of insurance, and to perform under the contract without assigning the work to another party without the district's consent.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Firm Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Street Address

\_\_\_\_\_  
 City, State, Zip

\_\_\_\_\_  
 Email Address

\_\_\_\_\_  
 Telephone Number



**ATTACHMENT A - REFERENCE FORM**

**19-038 PROFESSIONAL AUDITING SERVICES**

Please provide a minimum of three (3) current client references for whom you provide Professional auditing services similar in size and scope to those the District is seeking. Please provide the name of the organization, the size of the organization, years of service, and contact information.

<b>1</b>	<b>District/Organization</b>	_____
	<b>Address</b>	_____
	<b>Telephone #</b>	_____
	<b>Point of Contact</b>	_____
	<b>Org. Type/Size</b>	_____
	<b>Contract Period</b>	_____
<b>2</b>	<b>District/Organization</b>	_____
	<b>Address</b>	_____
	<b>Telephone #</b>	_____
	<b>Point of Contact</b>	_____
	<b>Org. Type/Size</b>	_____
	<b>Contract Period</b>	_____
<b>3</b>	<b>District/Organization</b>	_____
	<b>Address</b>	_____
	<b>Telephone #</b>	_____
	<b>Point of Contact</b>	_____
	<b>Org. Type/Size</b>	_____
	<b>Contract Period</b>	_____

**ATTACHMENT B: PERSONNEL COMMITMENT**

- 1. Name of Firm: \_\_\_\_\_
- 2. Local Office Location: \_\_\_\_\_
- 3. Year Firm was Established: \_\_\_\_\_
- 4. State whether the Firm is Local, National or International: \_\_\_\_\_

5. Number of Personnel Employed by the Company at the Local Office Identified Above:

	Total	CPA	LPA	Other
a. Partner/Owner	_____	_____	_____	_____
b. Manager	_____	_____	_____	_____
c. Supervisors	_____	_____	_____	_____
d. Seniors	_____	_____	_____	_____
e. Assistants	_____	_____	_____	_____
Total Full Time Professional Staff	_____	_____	_____	_____

6. Type of Audit Services Provided by the Company: (Provide Approximate Percentage)
- a. School Districts \_\_\_\_\_
  - b. Local Government \_\_\_\_\_
  - c. Government – Other \_\_\_\_\_
  - d. Financial Institutions \_\_\_\_\_
  - e. Non-Profit Organizations \_\_\_\_\_
  - f. Manufacturing and Industrial \_\_\_\_\_
  - g. Retail Enterprise \_\_\_\_\_
  - h. Other (Specify) \_\_\_\_\_

7. Number and level of personnel and percent of time which would be committed to this engagement:

	<u>Certification</u> CPA, LPA, Etc	<u>% of Proposed Time Dedicated Number To This Engagement</u>	
a. Partner/Owner	_____	_____	_____
b. Manager	_____	_____	_____
c. Supervisors	_____	_____	_____
d. Seniors	_____	_____	_____
e. Assistants	_____	_____	_____
TOTAL	_____	_____	_____

State of Kansas  
 Department of Administration  
 DA-146a (Rev. 07-19)

**CONTRACTUAL PROVISIONS ATTACHMENT**

- Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:  
 "The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof."  
 The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.
1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
  2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
  3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
  4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
  5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.
  6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
  7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
  8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
  9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
  10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
  11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 *et seq.*
  12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
  13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.