

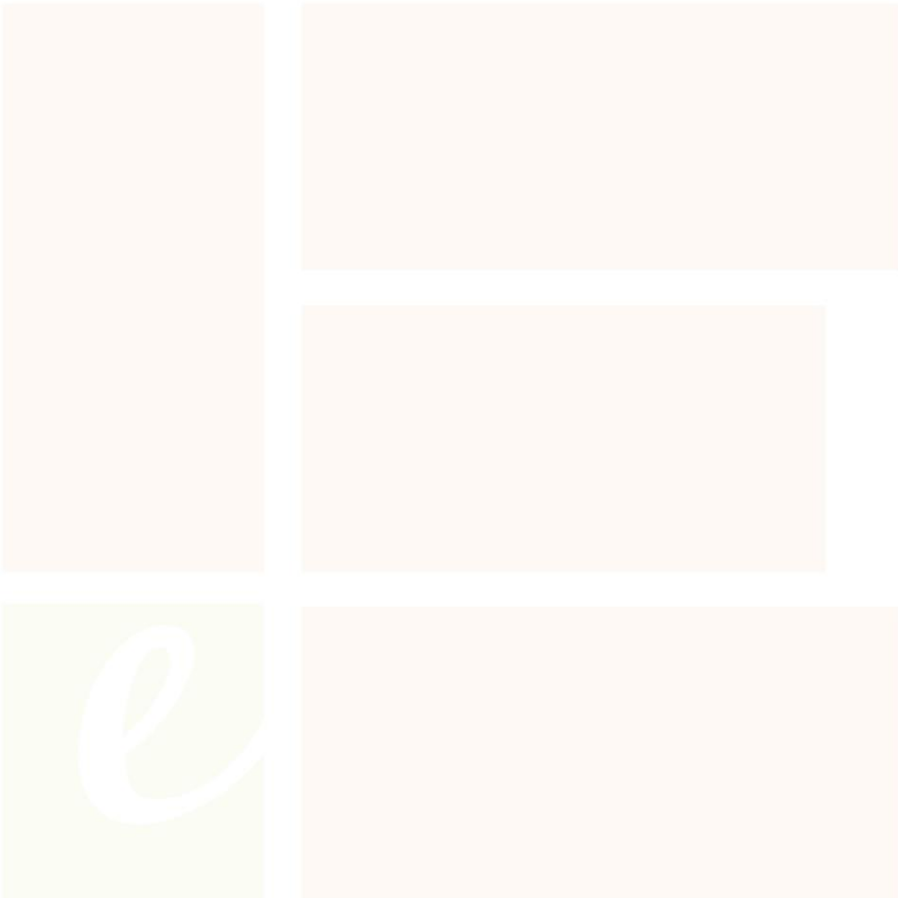


City of Edgerton, Kansas

Request for Proposal

Professional Audit Services

September 4, 2024



1. Introduction

The City of Edgerton is seeking proposals for professional audit services. The engagement would be a three (3) year contract with two (2), one (1) year options to renew. Renewal is subject to an annual review, the concurrence of the City Council and the annual availability of an appropriation. The first year of the contract would be for the audit of the City's 2024 financial statements. The renewal options would be for the audit of the 2025 and 2026 financial statements. The City's fiscal year runs January 1 – December 31.

The City of Edgerton, incorporated in 1870, is located in southwest Johnson County, Kansas, and has a population of 1,718. Edgerton is home to Logistics Park Kansas City and the BNSF Intermodal Facility. The City operates under the Mayor-Council form of government with an appointed professional City Administrator. There are five Council members elected at-large to serve staggered four-year terms.

The City provides general services including code enforcement, animal control, community development, street maintenance and parks and recreation, in addition to water and sewer utility operations. The City contracts with the Johnson County Sheriff's Department for police services. Fire services are provided by Johnson County Fire District #1. The City has twenty-seven (27) authorized full-time positions and two (2) authorized part-time positions.

The City prepares its financial statements on the regulatory basis of accounting per the Kansas Municipal Audit and Accounting Guide (KMAAG). The City uses Tyler Technologies ERP Pro10 financial software. This application is hosted by Tyler Technologies.

2. Services Required

- A. Annual External Audit
 - a. An annual audit of the City's financial records is required by K.S.A. 75-1122 and 75-1123.
 - b. The audit is to be performed in accordance with generally accepted auditing standards as well as the KMAAG.
- B. Single Audit (Only When Required)
 - a. The audit is to be performed in accordance with OMB circular A-133 for single audits.
 - b. The City does not receive funding every year that would require a single audit, please provide a separate cost proposal, below. Services C.-E. below will also be required if a Single Audit is requested.
- C. Print & Bind Report Copies
 - a. The selected audit firm will be required to provide eight (8) printed copies of the report at the time of presentation to the Governing Body.
- D. Provide an Electronic Version of the Audit Report
 - a. The selected audit firm will be required to provide an electronic version of the Draft and Final audit report in PDF format.
- E. Presentation of Report and Findings to the Governing Body
 - a. The selected audit firm will be required to present the audit report and findings to the Governing Body, in person at a designated City Council Meeting.
- F. Typical Audit Schedule
 - a. The City has followed the audit schedule listed in the table below. The City is open to discussing variations in the timing of audit related events, as long as the final report can be issued/presented by the last Council Meeting in May.

Event	Deadline
List of information needed from the City	No later than January 10 th
Complete Fieldwork	No later than March 15 th
Draft Report for City Review	No later than April 15 th
Final Report and Findings Presented to Council	No later than the 4 th Thursday in May

3. Assistance to be Provided to the Auditor

City staff will be available during fieldwork to provide information, documentation, etc. City staff will provide reports, data and any other information required to complete the audit. The City will provide work space at a City facility for the auditors to use as well as access to phone, internet, copy machine and fax machine.

4. Requirements

- A. Firm must be a licensed CPA firm.
- B. Firm must meet the independence standards listed in the GAO Standards for Audit of Government Organizations, Programs, Activities and Functions.
- C. Firm must be able to perform the audit within the schedule noted above.
- D. Professional Liability/E&O Insurance Policy with minimum limits of \$1,000,000 per Claim/ \$2,000,000 Aggregate. This insurance must be maintained, and evidence of such insurance must be provided, for at least Five (5) years after termination of this Agreement.

5. Information to be Included in the Response to This RFP

- A. Firm Name and address of office that would perform the work.
- B. Phone number and e-mail address of the contact person for the RFP response and process.
- C. Profile of the firm.
- D. Firm’s qualifications, including experience auditing governments.
- E. List of staff that would be assigned to the audit and their qualifications.
- F. Certificate of Professional Liability Insurance or Binder Page.
- G. Indicate software and processes used to ensure security of files and data exchanged electronically between The City and Firm.
- H. Statement that the firm is (see Appendix A):
 - a. A licensed CPA firm.
 - b. Meets the independence standards listed in the GAO Standards for Audit of Government Organizations, Programs, Activities and Functions.
- I. Cost Proposal – Please complete Appendix A.
- J. Proposals are due **by 4:30p.m. on Friday, October 4, 2024**. Any proposals received after that date and time will be deemed late and will not be considered.
 - a. An **electronic version** of the proposal must be submitted by email to jvermillion@edgertonks.org and kkindle@edgertonks.org

6. RFP Calendar

Event	Date
RFP Issued	September 4, 2024
Proposals Due	October 4, 2024, by 4:30pm
Interviews, if needed	October 8 th -17 th , 2024
Select Firm to Recommend to Council	By Friday, October 18, 2024
Contract to Governing Body for Approval	October 24, 2024

7. Contact Person for this RFP

For questions about this RFP, please contact Justin Vermillion, Senior Accountant, at jvermillion@edgertonks.org or 913-893-6231.

Appendix A

Certification

I hereby certify that _____ (name of firm)

1. Is a licensed CPA firm; and
2. Meets the independence standards listed in the GAO Standards for Audit of Government Organizations, Programs, Activities and Functions.

Signature: _____ Date _____

Printed Name: _____

Cost Proposal

Maximum Price – Regular Audit	
Maximum Price – Single Audit	
Estimated Travel Related Costs (Please provide details)	

CONTRACTUAL PROVISIONS ATTACHMENT
CITY OF EDGERTON, KANSAS

This form contains additional contract provisions and must be attached to or incorporated in all copies of any contractual agreement involving the City of Edgerton, Kansas.

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 be in the District Court of Johnson County, Kansas, or in the United States District Court for the District of Kansas in Topeka, Kansas.

3. **Kansas Cash Basis Law:** This Contract is governed by the Kansas Cash Basis Law, K.S.A. 10-1101, et seq. Notwithstanding any other provision of the contract, Edgerton shall have the right to unilaterally terminate the contract at any time without further liability if, in the sole judgment of the City Council of Edgerton, Kansas, sufficient funds are not appropriated to continue the functions performed in the Contract and for the payment of the charges thereunder. Edgerton shall give reasonable notice of such termination, and shall be required to pay to the contractor all regular contractual payments incurred through the date of termination. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the City or the contractor.

4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the City to hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the City 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 to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (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 canceled, terminated or suspended, in whole or in part, by the City; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the City. Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

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 City or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the Edgerton 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 City, 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 City of Edgerton 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 City of Edgerton 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 the City 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. **Terms:** The terms of this Contractual Provisions Attachment shall be incorporated into the _____ as if they were part of this original agreement.

DATE

CONTRACTOR