

CITY OF OVERLAND PARK, KANSAS

**REQUEST FOR PROPOSALS
FOR
PROFESSIONAL AUDITING SERVICES**

July 26, 2023

8500 SANTA FE DRIVE
OVERLAND PARK, KS 66212-2866

**CITY OF OVERLAND PARK, KANSAS
REQUEST FOR PROPOSALS
FOR PROFESSIONAL AUDITING SERVICES**

TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION	
A. General Information.....	4
B. Term of Engagement	5
C. Subcontracting	5
II. NATURE OF SERVICES REQUIRED	
A. General.....	5
B. Scope of Work to be Performed	5
C. Auditing Standards to be Followed	7
D. Reports to be Issued.....	7
E. Special Considerations.....	9
F. Working Paper Retention and Access to Working Papers	9
III. DESCRIPTION OF THE CITY OF OVERLAND PARK AND OTHER ENTITIES TO BE CONSIDERED IN RESPONSE TO THIS RFQ	
A. Name of Contact Person	10
B. Background Information.....	10
C. Fund Structure	12
D. Budgetary Basis of Accounting.....	12
E. Federal Awards.....	12
F. Pension Plans	13
G. Component Unit	13
H. Computer Systems.....	14
I. Internal Audit Function.....	14
J. Availability of Prior Audit Reports and Working Papers.....	14
IV. TIME REQUIREMENTS	
A. Submission Calendar	14
B. Notification and Contract Dates	15
C. Date Audit May Commence	15
D. Schedule for the 2023 Fiscal Year Audit.....	15
E. Entrance Conferences, Progress Reporting and Exit Conferences	16
F. Date Final Report is Due	17

V.	ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION	
A.	Finance Department and Clerical Assistance	17
B.	Internal Audit Staff Assistance	18
C.	Information Technology Assistance	18
D.	Statements and Schedules to be Prepared by City Staff.....	18
E.	Work Area and FAX Machines	18
F.	Report Preparation	18
VI.	SUBMISSION REQUIREMENTS	
A.	General Requirements.....	18
B.	Process	
1.	Inquiries.....	20
2.	Submission of Responses.....	20
C.	Technical Proposal	
1.	General Requirements	21
2.	Independence.....	22
3.	License to Practice in Kansas.....	22
4.	Firm Qualifications and Experience.....	22
5.	Partner, Supervisory and Staff Qualifications and Experience.....	23
6.	Similar Engagements with Other Government Entities.....	24
7.	Specific Audit Approach.....	24
VII.	EVALUATION PROCEDURES	
A.	Audit Screening and Selection Committee.....	25
B.	Evaluation Criteria.....	25
1.	Mandatory Elements	25
2.	Technical Proposals	26
3.	Interview	27
C.	Final Selection and Fee Negotiation.....	28
D.	Special Conditions for Submitting a Response	29

VIII. CONTRACT REQUIREMENTS

A. General Information.....	28
B. Required Terms.....	29
1. Termination Rights.....	29
2. Indemnity.....	30
3. Insurance.....	30
4. Compliance with Non-Discrimination Requirements.....	32
5. Cash Basis Laws.....	32
6. Contingent Fees.....	32
6. Applicable Law.....	32

APPENDICES

- A. Findings from the 2022 Audit
- B. Respondent Guarantees
- C. Respondent Warranties
- D. Schedule of Hours
- E. Fee Proposal
- F. Standard Contract Template

**REQUEST FOR PROPOSALS
CITY OF OVERLAND PARK, KANSAS**

I. INTRODUCTION

A. General Information

The City of Overland Park (“City”) is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the calendar year ending December 31, 2023, with the City option of the selected firm auditing its financial statements for each of the four subsequent fiscal years. These audits are to be performed in conformity with Generally Accepted Account Principles, in accordance with auditing standards generally accepted in the United States of America as set for by the American Institute of Certified Public Accountants; the statements and supplementary information of the Government Accounting Standards Board; the standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards*; the provisions of the federal Single Audit Act of 1984 (as amended in 1996) and Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance); as well as the Kansas Municipal Audit Guide; and other Applicable Kansas Statutes.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

To be considered, all interested firms must follow the submission requirements set forth in this Request for Proposals to include the requirement that one (1) paper copy and an electronic version of a response must be received by the City Clerk at City Hall, 8500 Santa Fe Drive, Overland Park, Kansas 66212 by 5:00 p.m. on **August 23, 2023**. The City reserves the right to reject any or all responses submitted. Responses submitted will be evaluated by a Selection Committee consisting of City staff and elected officials. A recommendation of the Selection Committee will be reviewed by the City’s Finance, Administration & Economic Development Committee who will make a recommendation to the City Council; final approval of an engagement will be made by the City Council.

During the evaluation process, the City reserves the right, where it may serve the City’s best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting

responses may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all responses submitted and to use any ideas in a response regardless of whether that response is selected. Submission of a response indicates acceptance by the firm of the conditions contained in this Request for Proposals.

It is anticipated that the Selection Committee recommendation will be reviewed on October 18, 2023 by the Finance, Administration & Economic Development Committee. Their recommendation will be considered for approval by the City Council on November 6, 2023.

B. Terms of Engagement

Subject to the annual availability of an appropriation required by the State cash basis law and the requirements of this request for Proposals (RFP), a five-year engagement is contemplated, however, not guaranteed. Any engagement for audit work beyond the initial one-year contract for auditing the City’s financial statements for the calendar year ending December 31, 2023 shall be conditioned on an annual contract review and recommendation of the Finance, Administration & Economic Development Committee, the satisfactory negotiation of terms, including a cost acceptable to the City, and the approval of the City’s Governing Body.

C. Subcontracting

No subcontracting will be allowed without the express prior written consent of the City.

II. NATURE OF SERVICES REQUIRED

A. General

The City of Overland Park is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the year ending December 31, 2023, with a City option for the selected firm to audit the City’s financial statements for each of the four subsequent fiscal years. These audits are to be performed in accordance with the provisions contained in this request for proposals.

B. Scope of Work to be Performed

The City requires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles.

The City also desires the auditor to express an opinion on the fair presentation of City 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 annual comprehensive financial report. 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 introductory section or the statistical section of the report.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The auditor is not required to audit the schedule of expenditures of federal awards. However, the auditor is to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.

As required as an integral part of an audit, the auditor is expected to obtain an understanding of the internal control structure of the City and whether the internal controls have been placed in operation. In addition, the auditor is expected to review the city's Statements on Auditing Standards (SAS) Statement 115 plan annually.

Overland Park Convention Center

As an integral component of this Request for Qualification the City will require the selected auditor to conduct an audit of the special purpose financial statements maintained by the Overland Park Convention Center management. The City requires the auditors to express an opinion on the fair presentation of the Overland Park Convention Center special purpose financial statements and to issue a management letter to the Overland Park Convention Center and the City.

The auditor is expected to obtain an understanding of the internal control structure of the convention center and whether the required internal controls have been placed in operation. The auditors are requested to issue a report on these internal controls.

Overland Park Development Corporation ("Corporation")

The City anticipates the Overland Park Development Corporation will also desire to negotiate with the audit firm selected by the City. The corporation will require the selected auditor to conduct an audit of the special purpose financial statements maintained by the Overland Park Development Corporation. The Corporation requires the auditors to express an opinion on the fair presentation of the Overland Park Development Corporation's special purpose financial statements and to issue a management letter to the Overland Park Development Corporation and the City.

The auditor is expected to obtain an understanding of the internal control structure of the development corporation and whether the required internal controls have been

placed in operation. The auditors are requested to issue a report on these internal controls.

Other Services

The City anticipates the audit firm may be engaged for other services from time to time, under separate agreement. In the past, the City has used the audit firm for a periodic review of the financial statements of the City's golf courses. The City has also engaged the audit firm for agreed-upon-services examining expenditures made from STAR Bond proceeds. It is anticipated that the 2023 and 2024 expenditures for the STAR Bond Project Plan for the Bluhawk development will be examined by the audit firm. Other potential services contemplated under separate agreement may include assistance in planning for and implementing new GASB standards, employee training and development, and process improvements.

C. Auditing Standards to be Followed

To meet the requirements of this Request for Proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's *Government Auditing Standards* (2018), the provisions of the Single Audit Act of 1984 (as amended in 1996) and Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance); as well as the Kansas Municipal Audit Guide.

D. Reports to be Issued

Following the completion of the audit of the City's 2023 fiscal year's financial statements and other required work, the auditor shall issue:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles, including an opinion on the fair presentation on whether certain supplementary information (combining nonmajor fund financial statements and the City's schedule of expenditures of federal awards) is fairly stated in all material respects in relation to the Financial Statements as whole.
2. A report on compliance and internal control over financial reporting based on an audit of the financial statements.
3. A report on compliance and internal control over compliance applicable to each major federal program.

In the required reports on compliance and internal controls, the auditor shall communicate to the City any significant deficiencies found during the audit. In

addition, the auditor shall, as appropriate, communicate to the Overland Park Convention Center and the Overland Park Development Corporation any significant deficiencies found during the audit of their respective operations. A significant deficiency is an individual or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles resulting in a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected by the entity's internal controls. Significant deficiencies that are also material weaknesses shall be identified as such in the report. Insignificant control deficiencies discovered by the auditors shall be reported in a separate letter to City management, which shall be referred to in the reports on compliance and internal controls.

The reports on compliance and internal controls shall include all instances of noncompliance.

Following the completion of the audit of the Overland Park Convention Center, the auditor shall issue a report on the fair presentation of the financial statements in conformity with generally accepted accounting principles. In addition, the auditor will issue a management letter to the City and the Overland Park Convention Center operators.

Following the completion of the Overland Park Development Corporation, the auditor shall issue a report on the fair presentation of the financial statements in conformity with generally accepted accounting principles. In addition, the auditor will issue a management letter to the City and the Overland Park Development Corporation.

Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties:

City Manager
Finance, Administration & Economic Development Committee

Reporting to the Finance, Administration & Economic Development Committee. Auditors shall assure themselves that the City of Overland Park's Finance, Administration & Economic Development Committee is informed of each of the following:

1. The auditor's responsibility under generally accepted auditing standards.
2. Significant accounting policies.
3. Management judgments and accounting estimates.
4. Significant audit adjustments.
5. Other information in documents containing audited financial statements.
6. Disagreements with management.
7. Management consultation with other accountants.

8. Major issues discussed with management.
9. Difficulties encountered in performing the audit.
10. Report on internal control over financial reporting and compliance.

E. Special Considerations

1. The City will send its annual comprehensive financial report to the Government Finance Officers Association of the United States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will not be required to provide special assistance to the City to meet the requirements of that program.
2. The City currently anticipates it will prepare one or more official statements in connection with the sale of debt securities which will contain the general purpose financial statements and the auditor's report thereon. The auditor shall be required, if requested by the fiscal advisor and/or the under-writer, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters."
4. The City has determined that the U.S. Department of Transportation will function as the cognizant agency in accordance with the provisions of the Single Audit Act of 1984 (as amended) and Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance).
4. The Schedule of Expenditures of Federal Awards and related auditor's report, as well as the reports on the internal control structure and compliance are not to be included in the comprehensive annual financial report, but are to be issued separately.
5. The financial statements of the Overland Park Development Corporation are included as a component unit of the financial statements of the City of Overland Park.
6. A list of findings and other weaknesses from the City's most recent financial statement audit is attached to this document (Appendix A).

The City's 2022 ACFR is available on the City's website at <https://www.opkansas.org/city-government/departments/finance-administration/>. Copies of this RFQ and Notification of Interest form are available on the City's website at <https://www.opkansas.org/city-government/bids-proposals/>.

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 three (3) years, unless the firm is notified in writing by the City of the

need to extend the retention period. The auditor will be required to make working papers available, upon request, to representatives of the City.

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.

Working papers prepared by the City will be provided to the auditors in an electronic format whenever it is feasible. Working papers and other supporting documents generated by the City in paper format may be copied by the auditors, but the original documents are property of the City, shall not be removed from the premises, and shall be returned to the City intact when the audit fieldwork is completed.

III. DESCRIPTION OF THE CITY OF OVERLAND PARK AND OTHER ENTITIES TO BE CONSIDERED IN RESPONSE TO THIS RFQ

A. Name of Contact Person

The auditor's principal contact with the City will be Mark Fehling, Senior Accountant, Finance Department (913-895-6165), or a designated representative, who will coordinate the assistance to be provided by the City to the auditor.

The auditor's principal contact with the Overland Park Convention Center will be Scott Riesterer, Director of Finance (913-339-3071), who will coordinate the audit for the convention center.

The auditor's principal contact with the Overland Park Development Corporation will be Kristy Stallings, Deputy City Manager and authorized representative of the Corporation, (913-895-6152), who will coordinate the audit of the Corporation.

B. Background Information

The City of Overland Park serves an area of 75.6 square miles with a population of 203,780. The City's fiscal year begins on January 1 and ends on December 31.

The City provides the traditional governmental services of Police, Fire Services, Public Works, Engineering, Planning & Research, and Parks & Recreation.

Independent agencies provide water and sanitary sewer services on an area-wide district basis. Private industry owns and operates electric, telephone, natural gas and sanitation disposal services.

The City of Overland Park 2023 budget is \$374,365,000 which includes a total payroll of approximately \$116,045,000 covering 1,198 full-time equivalent employees. Some other information about the City's 2022 financial activity includes:

Purchase orders issued	612 annually
Checks cleared	4,232 annually
Payroll ACHs	31,404 annually
Other ACHs/Wires	5,221 annually
Cash receipts	560 annually
Purchasing cards issued	391
Purchasing card dollar volume	\$4,275,600 annually
Sales taxes	\$ 122,346,000
Property taxes	\$ 64,932,000
Capital assets	\$1,153,864,745
Outstanding long-term debt – (as of 12-31-22)	\$106,260,000

The City currently has five point of sales systems used to collect revenue (not included in cash receipts above). The transactions for each of the point of sale systems are as follows:

Municipal Court (POS used Full Court)	11,100 annually
Community Centers, Arboretum, Soccer Concessions, & Pools (POS used CivicRec)	143,700 annually
Planning, Public Works, City Clerk, & Community Service (POS used EnerGov)	27,900 annually
Farmstead (POS used ACME)	235,600 annually
Golf Courses (POS used Club Prophet)	732,100 annually

The City is organized into eleven departments. The accounting and financial reporting functions of the City are centralized.

More detailed information on the government and its finances can be found in the 2022 Annual Comprehensive Financial Report and the 2023 Annual Budget document. These documents are available City’s website.

Convention Center Operations

In 2001, the City of Overland Park issued general obligation bonds to finance the construction of the Overland Park Convention Center for trade shows, conventions, training sessions, corporate meetings and social events. Construction was completed and operations began in November 2002.

The general obligation bonds rely solely on the revenue generated from a 4% transient guest tax and the revenue generated by the facility for repayment. The convention center budget is also funded with the transient guest tax distribution. The facility is operated by a contracted management company responsible for the day-to-day activities at the convention center. All accounting records are maintained by the convention center business manager and staff. Monthly review, analysis and reconciliation of their financial statements are done by City finance staff. The

convention center activity is reported in a special revenue fund.

The convention center operating budget for 2023 is \$13,011,859. The budget for personnel service expenditures is approximately \$3,969,484 for 37 full-time employees and approximately 55 part-time employees. Other information of interest includes:

Checks	1,000 annually
ACHs	1,800 annually
Website transfers	50 annually

C. Fund Structure

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

Fund Type	No. of Individual Funds	No. with Legally Adopted Annual Budgets
General Fund	1	1
Special revenue funds	18	10
Debt service funds	1	1
Capital projects funds	7	
Enterprise funds	2	2
Internal service funds	2	
Employee benefit trust funds	4	
Custodial funds	2	

D. Budgetary Basis of Accounting

The City does not prepare its budgets on a basis consistent with generally accepted accounting principles. All legal annual operating budgets are prepared using the modified accrual basis of accounting, modified further by the encumbrance method of accounting. Under this basis revenues are recognized in the accounting period in which they become measurable and available. Expenditures are recognized in the accounting period in which the fund liability is incurred, if measurable.

E. Federal Awards

See the Schedule of Expenditures of Federal Awards in the 2022 Single Audit Report for a listing of all Federal Awards. A copy of the 2022 Single Audit Report, when

available, as well as the audit RFQ, can be obtained from the City’s website at <https://www.opkansas.org/city-government/bids-proposals/>.

F. Pension Plans

The City of Overland Park participates in the following pension plans:

<u>Plan</u>	<u>Multiple</u>	<u>Single Employer</u>	
	<u>Employer</u> <u>Cost-Sharing/</u> <u>Agent</u>	<u>Defined</u> <u>Benefit</u>	<u>Defined</u> <u>Contrib.</u>
City of Overland Park Municipal Employees Pension Plan			X
Kansas Public Employees Retirement System	X		
City of Overland Park Police Department Retirement Plan		X	
City of Overland Park Fire Department Retirement Plan		X	

Actuarial services for the Police Department Retirement Plan and Fire Department Retirement Plan are provided by Milliman Consultants and Actuaries. The plans had net assets of \$112,672,600, and \$53,860,390, with 281 and 181 active and deferred participants in the plans, respectively, for the year ended December 31, 2022.

The Municipal Employees Pension Plan, as of December 31, 2022, had total assets of \$63,354,425, with 648 active and deferred participants in the plan.

The City has responsibility for the accounting requirements of the pension plans. The Police and Fire Pension portfolios consists of approximately 7 major income managers.

G. Component Unit

The City of Overland Park is defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board's *Codification of Governmental Accounting and Financial Reporting Standards*, Section 2100.

Using these criteria, a component unit is included in the City of Overland Park's financial statements.

The management of the City of Overland Park identified the following component unit for inclusion in the City of Overland Park's financial statements:

Overland Park Development Corporation

The Overland Park Development Corporation, a not-for-profit corporation, was formed in 2000 for the purpose of facilitating the financing, construction and ownership of a convention center hotel. The hotel opened for business in December 2002.

H. Computer Systems

Software

The City utilizes Infor for its financial accounting and HR/payroll information system. Annual financial reports are prepared using Caseware. The City tracks its leases using Debtbook, and will also use Debtbook for tracking SBITAs and implementing GASB 96 for 2023.

I. Internal Audit Function

The City had an internal auditor for approximately twenty-five years, however the position has been unfilled since 2020. Limited scope internal audit duties are being carried out by members of the accounting work group.

J. Availability of Prior Audit Reports and Working Papers

Interested proposers who wish to review prior years' audit reports and management letters should contact Allen, Gibbs & Houlik at 301 N. Main Street, Suite 1700, Wichita, Kansas 67202. The City of Overland Park and Overland Park Convention Center will use their best efforts to make prior audit reports and supporting working papers available to proposers to aid their response to this Request for Proposals.

IV. TIME REQUIREMENTS

A. Submission Calendar

The following is a list of key dates up to and including the date responses are due to be submitted:

- Request for Qualifications issued July 26, 2023

- Due date for submissions - 5 p.m. August 23, 2023
- Interviews by the Selection Committee Weeks of September 11, 2023 – September 22, 2023

B. Notification and Approval Dates

- Selected firm notified of selection committee recommendation September 22, 2023
- Begin negotiation of proposed audit costs September 25, 2023
- Recommendation to FAED Committee October 18, 2023
- City Council Approval November 6, 2023

C. Date Audit May Commence

The City will have all year-end records ready for the audit and audit schedules prepared by April 1, 2024. Preliminary fieldwork can be performed up to six months prior to this date.

D. Schedule for the 2023 fiscal year audit (a similar schedule will be developed for audits of future fiscal years if the City of Overland Park exercises its option for additional audits).

The auditor shall complete each of the following no later than the dates indicated.

1. Interim Work

The auditor shall complete all interim work by December 31, 2023.

2. Detailed Audit Plan

The auditor shall provide the City of Overland Park by November 30, 2023, both a detailed audit plan and a list of all schedules and confirmations to be prepared by the City of Overland Park.

3. Fieldwork

The auditor shall complete all fieldwork by April 30, 2024. The City expects the auditor to have staff on site at least part of the time to facilitate easier communication with staff and allow access to sensitive data.

4. Draft Reports

The auditor shall have drafts of the recommendations to management available for review by the Finance, Administration & Economic Development Committee and the Director of Finance and Budget by May 31, 2024.

Schedule for the 2023 fiscal year audit of the Overland Park Convention Center is as follows:

1. Interim Work

The auditor shall complete all interim work by December 31, 2023.

2. Fieldwork

The auditor shall complete all fieldwork by January 31, 2024.

3. Draft Reports

The auditor shall have drafts of the audit reports available for review by the Overland Park Convention Center operators by February 15, 2024.

Schedule for the 2023 fiscal year audit of the Overland Park Development Corporation is as follows:

1. Interim Work

The auditor shall complete all interim work by December 31, 2023.

2. Fieldwork

The auditor shall complete all fieldwork by March 22, 2024.

3. Draft Reports

The auditor shall have drafts of the audit reports available for review by the Overland Park Development Corporation Board of Directors by March 29, 2024.

E. Entrance Conferences, Progress Reporting and Exit Conferences (a similar time schedule will be developed for audits of future fiscal years if the City of Overland Park exercises its option for additional audits)

At a minimum, the following conferences should be held by the dates indicated on the schedule:

Week of

Entrance conference with all key finance department personnel and other personnel from key offices or programs	TBD
<ul style="list-style-type: none"> The purpose of this meeting will be to discuss prior audit problems and the interim work to be performed. This meeting will also be used to establish an overall liaison for the audit and to make arrangements for work space and other needs of the auditor. 	
Entrance conference with the Director of Finance and Budget to commence year-end audit work	04-3-23
Progress meetings/teleconferences	Weekly during fieldwork
<ul style="list-style-type: none"> The purpose of these meetings will be to discuss the progress of the audit and any problems encountered. 	
Exit conference with the Director of Finance and Budget	05-31-23
<ul style="list-style-type: none"> The purpose of this meeting will be to summarize the results of the fieldwork and to review significant findings. 	

F. Date Final Report is Due

The Finance Department shall prepare draft financial statements, notes and all required supplementary schedules (and statistical data) by May 3, 2024. The auditor shall provide all recommendations, revisions and suggestions for improvement to the Finance Department by May 17, 2024.

The Finance Department will complete their review of the draft report as expeditiously as possible. It is not expected that this process should exceed one week. During that period, the auditor should be available for any meetings that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the City will take the final signed report to a printer to be reproduced. It is anticipated that this process will be completed and the final report delivered by June 21, 2024.

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Finance Department and Clerical Assistance

The Finance Department staff and responsible management personnel will be available during the audit to assist the selected firm by providing information,

documentation and explanations. The preparation of confirmations will be the responsibility of the City. The Auditor is responsible for mailing the confirmations, following up on any discrepancies, and preparing and mailing any second requests.

B. Internal Audit Staff Assistance

Any internal audit staff of the City, if hired in the future, will be available to assist the auditor in performing audit tests as directed by the Auditor.

C. Information Technology Assistance

City IT personnel will be available to provide systems documentation and explanations. The Auditor will have access to City's financial accounting system.

D. Statements and Schedules Prepared by City Staff

The City staff has previously prepared the majority of the Auditor's statements and schedules. It is anticipated this will continue, depending on the complexity of such work requested. Working papers and other supporting documents generated by the City will be provided in electronic format. A list of confirmations to be prepared by the City staff should be provided to the City by December 31, 2023.

E. Work Area and Copier

The City will provide the auditor with reasonable workspace, desks and chairs. The auditor will also be provided with access to copier.

F. Report Preparation

Report preparation and initial editing shall be the responsibility of the City. Final report editing, in the form of a "camera-ready" copy appropriate for delivery to the printer, is the responsibility of the Auditor.

VI. SUBMISSION REQUIREMENTS

A. General Requirements

Submissions received after the date and time required by and stated in this RFQ shall not be considered. Such non-complying submissions shall be returned unopened providing the entity submitting the response is identified on the response envelope. The City reserves the right to reject any or all submissions and to waive any minor informality, technicality or irregularity in any submission.

Submissions will be time-stamped upon receipt and held in a secure place until the established due date. Submissions will not be opened publicly or disclosed to

unauthorized persons, but will be opened in the presence of two or more City officials. A record of submissions will be established, which will include for all submissions: the name of the entity submitting the response, a description sufficient to identify the services offered, the names of the City officials present and the date and time the submissions were opened.

All responses and related reference information submitted in response to this RFQ will become the property of the City and will not be returned. Each entity submitting a response waives any right of confidentiality as to the response documents. If an entity submitting a response considers certain material in the response proprietary information, it shall clearly designate those portions of the response it wishes to remain confidential. As a public entity, the City is subject to making records available for public disclosure as required by law.

The City reserves the right to (1) accept or reject any and all submissions and to waive any technicalities or irregularities involving any submission and to cancel the RFQ process at any time prior to entering into a formal contract for auditing services, (2) not award a contract for any or all of the services that are the subject of this RFQ process, (3) negotiate contract terms acceptable to the City with the successful auditor and (4) disregard all nonconforming, non-responsive or conditional submissions.

During the evaluation process, the City reserves the right to request additional information or clarifications from those firms submitting responses and to allow corrections of errors and/or omissions.

Submission of a response indicates acceptance by the firm submitting the response of the terms, conditions and specifications contained in this RFQ to include the contract requirements set forth herein.

The City will not pay for any information herein requested, nor is it liable for any costs incurred by those firms submitting responses. The City reserves the right to select the submission that will best meet the needs of the City. Submissions that do not meet the stated requirements will be considered in non-compliance and will be disqualified unless the City waives such non-compliance.

No submission may be withdrawn for a period of thirty (30) days from the date set for the opening thereof.

By submission of a response, each entity submitting a response certifies and acknowledges that:

It has not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage fee resulting from the award of the contract.

The City may, by written notice to the entity submitting the response reject the RFQ or cancel any award under this RFQ if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise were offered or given to any representative of the City with a view toward securing an order or other favorable treatment with respect to this RFQ or the entity submitting the response participated in collusion with another entity to restrain or eliminate competition.

The contents of this RFQ and any clarifications distributed or issued by the City shall become part of the contractual obligation and incorporated by reference into the ensuing contracts as the City deems appropriate.

B. Process

1. Inquiries

Inquiries concerning the Request for Proposals must be made to:

Mark Fehling
Senior Accountant
8500 Santa Fe Drive
Overland Park, Kansas 66212
E-mail mark.fehling@opkansas.org

2. Submission of Responses

The following material is required to be received by 5:00 p.m., August 23, 2023, for a proposing firm to be considered:

- a. One printed copy and one electronic copy of the responses to this RFQ, in a commonly readable format, shall be provided and should be marked as follows:

PROPOSAL
FOR
THE CITY OF OVERLAND PARK
FOR
PROFESSIONAL AUDITING SERVICES
August 23, 2023

All submissions shall include the following:

- i. Title Page

Title page showing the request for proposals' subject; the firm's name; the name, address and telephone number of a

contact person; and the date of the submission.

ii. Table of Contents

iii. Transmittal Letter

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the submission is a firm and irrevocable offer for 2023.

iv. Detailed Response

The detailed response should follow the order set forth in Section VI C of this request for proposals.

v. Executed copies of Respondent Guarantees and Respondent Warranties, attached to this request for proposals (Appendix B and Appendix C).

vi. Schedule of Hours

The detailed response should include the number of hours required for each type of employee, (IE. partner, manager, supervisory staff, staff, and other) for each entity to be audited (Appendix D).

v. Fee Proposal

The detailed response should include a fee proposal. (Appendix E)

b. Respondents should send the completed response to the following address:

City Clerk
8500 Santa Fe Drive
Overland Park, KS 66212

C. 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 City of Overland Park in conformity with the requirements of this request for proposals. 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 proposals requirements.

The Technical Proposal should address all the points outlined in the request for proposals. The proposal should be prepared simply and economically, providing a straightforward, 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, Item Nos. 2 through 8, must be included. They represent the criteria against which the response will be evaluated.

2. Independence

The firm should provide an affirmative statement that it is independent of the City of Overland Park as defined by [generally accepted auditing standards/the U.S. General Accounting Office's *Government Auditing Standards* (2018)].

The firm also should provide an affirmative statement that it is independent of all of the component units of the City of Overland Park as defined by those same standards.

The firm should also list and describe the firm's professional relationships involving the City of Overland Park or any of its agencies, component units or primary government for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give the City written notice of any professional relationships entered into during the period of this agreement.

3. License to Practice in Kansas

An affirmative statement 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 response should state the size of the firm, the size of the firm's

governmental and pension audits staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

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 and pension plan engagements.

The firm shall also provide information on the results of any federal or state desk reviews or 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, managers, 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 and pension plan 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.

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.

The proposer should identify the extent to which staff to be assigned to the audit reflect the City's commitment to Equal Opportunity.

Engagement partners, managers, other supervisory staff and specialists may

be changed if those personnel leave the firm or 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 City of Overland Park. However, in either case, the City retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for qualifications can only be changed with the express prior written permission of the City, 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. 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 5) performed in the last five years that are similar to the engagement described in this request for qualifications.

These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact. The City reserves the right to contact the clients listed to perform reference checks.

7. Specific Audit Approach

The response 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 qualifications. In developing the work plan, reference should be made to such sources of information as the City of Overland Park's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on 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. Extent of use of software in the engagement.
- e. Type and extent of analytical procedures to be used in the engagement.
- f. Approach to be taken to gain and document an understanding of the City of Overland Park's internal control structure.
- g. Approach to be taken in determining laws and regulations that will be subject to audit test work.
- h. Approach to be taken in drawing audit samples for purposes of tests of compliance.

VII. EVALUATION PROCEDURES

A. Selection Committee

Responses submitted will be evaluated by a Selection Committee of the City of Overland Park, consisting of members of the Finance, Administration and Economic Development Committee, and members of the Finance Department, Human Resources Department and the Overland Park Convention Center staff. This committee will make a recommendation to the City's Finance, Administration and Economic Development Committee for review and recommendation to the City Council for approval.

B. Evaluation Criteria

Submissions will be evaluated using two sets of criteria. Firms meeting the mandatory criteria will have their submissions evaluated based on technical qualifications. The following represent the principal selection criteria which will be considered during the evaluation process.

- 1. Mandatory Elements
 - 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 City of Overland Park.

- 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 qualifications on preparing and submitting the proposal.

2. Technical Proposals:

a. Expertise and Experience

- (1) Technical experience of the firm to include, but not limited to:
 - (a) Recent auditing of municipalities.
 - (b) Similar auditing, of the type under consideration, during the last three years.
 - (c) References.
- (2) Membership in the American Institute of Certified Public Accountants' Government Audit Quality Center.
- (3) Classification of staff (including consultant) to be assigned to the audit. Education, including continuing education courses taken during the past three years, position in the firm, and years and types of experiences will be considered.
- (4) Determination of the following based on information submitted:
 - (a) Qualifications of the audit team.
 - (b) Supervision to be exercised over the audit team by the firm's management.
 - (c) Technical review of audit reports prior to issuance.
- (5) Size and structure of the firm to include, but not limited to:
 - (a) Capability to meet the services required.
 - (b) Additional skills and services.

b. Audit Approach

- (1) Responsiveness of the submission in clearly stating an understanding of the work to be performed to include, but not limited to:
 - (a) Audit coverage.
 - (b) Realistic time estimates of each major segment of the work plan and the estimated number of hours for each staff level, including consultants assigned.

3. Interview

The Selection Committee may elect to interview Firms submitting responses as part of its screening process.

C. Selection and Negotiation of Agreement

1. Negotiations may be conducted in person, in writing, or by telephone.
2. Terms, conditions, prices, methodology, or other features of the fee proposal may be subject to negotiation and subsequent revision. As part of the negotiation, the respondent may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the fee proposal.
3. The mandatory requirements of the Request for Proposals shall not be negotiable and shall remain unchanged unless the City determines that a change in such requirements is in the best interest of the City.

In the event the City is unable to negotiate terms it deems acceptable, the City may withdraw its selection and select another firm.

It is anticipated that negotiations will be concluded and a contract for Audit Services will be presented for approval by the Governing Body of the City on November 6, 2023. Copies of certain standard and required contractual provisions are provided in Section VIII.

D. Special Conditions for Submitting a Response

1. Submission of a response indicates acceptance by the firm of the conditions contained in this request for proposals.
2. Any response, which is not received by the City Clerk's office prior to the deadline date and time will not be considered.

3. The City reserves the right to (1) accept or reject any and all proposals, and to waive any technicalities or irregularities involving any proposal, (2) negotiate contract terms with the successful Consultant, (3) disregard all nonconforming, non-responsive or conditional proposals and (4) reject any or all proposals.
4. During the evaluation process, the City reserves the right to request additional information or clarifications from those submitting proposals, and to allow corrections of errors and/or omissions.
5. Submission of a proposal indicates acceptance by the firm submitting the proposal of the terms, conditions and specifications contained in this RFQ, to include the contract requirements set forth herein.
6. The City will not pay for any information herein requested, nor is it liable for any costs incurred by those submitting proposals. The City reserves the right to select the Firm that will best meet the needs of the City.
7. By submission of a proposal the Firm certifies that the City may, by written notice to a Firm, cancel any award as a result of this RFQ if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise were offered or given to any representative of the City with a view toward securing the award of a contract or other favorable treatment with respect to this RFQ.
8. The contents of the proposal and any clarifications distributed by the City shall become part of the contractual obligation and incorporated by reference into the ensuing contracts.
9. All proposals become the property of the City and will not be returned to the submitting Firm.

VIII. CONTRACT REQUIREMENTS

A. General Information

The award of any contract for professional auditing services pursuant to this RFQ process is contingent upon the firm receiving the award and successfully negotiating a contract for those auditing services with the City. The successful Firm will be required to enter into a contract with the City that will include the terms and provisions set forth in Section VIII.B. By submitting a response, the Firm acknowledges it has read these provisions and will agree to the contract requirements set forth herein. The City reserves the right to modify the contract language as it deems necessary to meet the best interests of the City.

In the event the selected firm will not execute an agreement that satisfies the

contract terms required by this Section or the City is unable to negotiate a contract it deems acceptable with the selected firm, the City may withdraw its award for auditing services with the selected firm, and award its auditing services to another firm.

B. Required Terms

The following contract terms must be included in all contracts for professional auditing services. The City reserves the right to modify these contract terms by amendment, addition or deletion, as it deems appropriate.

1. Termination Rights

- a. Termination for Cause. Without in any manner limiting the right of the City to terminate this Agreement or declare the FIRM in default thereof for any reason set forth herein or in the Request for Qualification documents, if the work to be done under this contract shall be abandoned by FIRM; or if this Agreement shall be assigned by FIRM otherwise than as herein provided; or if the FIRM should be judged as bankrupt; or if a general assignment of its assets should be made for the benefit of its creditors; or if a receiver should be appointed for the FIRM or any of its property; or if at any time the City determines that the performance of the work under this contract is being unnecessarily delayed, that the FIRM is violating any of the conditions or covenants of this Agreement, that it is executing the same in bad faith or otherwise not in accordance with the terms of said Agreement; then, in addition to other rights the City may choose to exercise, the City may, at its option, serve written notice upon the FIRM of the City's intention to terminate this Agreement, and, unless within ten (10) days after the serving of such notice upon the FIRM a satisfactory arrangement be made for the continuance thereof, this Agreement shall cease and terminate unless the City otherwise agrees to continue the Agreement. In the event of such termination, the City shall immediately serve notice thereof upon the FIRM, and the City may take over the work and prosecute same to completion by contract with another audit firm or otherwise and in such event the City may take possession of and utilize in completing the work any and all documents and other materials as may be necessary therefore. When FIRM's services have been so terminated, such termination shall not affect any rights or remedies of the City against FIRM then existing or which may later accrue. Similarly, any retention or payment of monies due FIRM shall not release FIRM from liability.
- b. Termination for Convenience. City reserves the right, in its sole discretion and for its convenience and without cause or default on the part of the FIRM, to terminate this Agreement by providing sixty (60) days prior written notice of such termination to FIRM. Upon receipt of such notice from City, FIRM shall (1) immediately cease all work or (2) meet with City and, subject to City's approval, determine what work shall be required of FIRM in order to bring the Project to a reasonable termination in accordance with the request of the City.

If City shall terminate for its convenience as herein provided, City shall compensate FIRM for all work satisfactorily completed to date of termination. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. Any termination of the Agreement for alleged default by FIRM that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

2. Indemnity

a. Definitions

For purposes of indemnification requirements, the following terms shall have the meanings set forth below:

- (1) The "FIRM" means and includes FIRM, all of its employees, agents and assignees, and all of its affiliates and subsidiaries, its subcontractors and/or assignees and their respective servants, agents and employees; and
- (2) "Loss" means any and all loss, damage, liability or expense of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense).

b. Indemnity

For purposes of this Agreement, FIRM hereby agrees to indemnify, defend and hold harmless the City, its employees and agents from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the FIRM. It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the FIRM's obligation hereunder shall not include amounts attributable to the fault or negligence of the City. Nothing in this section shall be deemed to impose liability on the FIRM to indemnify the City for loss when the City's negligence or other actionable fault is the sole cause of loss.

3. Insurance

During the performance of this contract, the FIRM agrees to maintain for the duration of the contract insurance coverage of the types and minimum liability as set forth below. Before entering into a contract, the successful firm shall furnish to

the City a Certificate of Insurance verifying such coverage and identifying the City as a loss payee on the valuable papers coverage. The certificate holder on the Certificate of Insurance shall be as follows:

City of Overland Park, Kansas
c/o City Clerk
8500 Santa Fe Drive
Overland Park, KS 66212

Prior to any material change or cancellation, the City will be given thirty (30) days advanced written notice by registered mail to the stated address of the certificate holder.

The FIRM, at its sole cost and expense, shall obtain and continuously maintain the following insurance:

- A. Commercial General Liability insurance on an occurrence basis in amounts no less than \$500,000 bodily injury and property damage per occurrence, including personal and advertising injury; \$1,000,000 general aggregate.
- B. Automobile Liability insurance in an amount no less than \$500,000 bodily injury and property damage combined single limit, including all owned, hired and non-owned autos.
- C. Workers' Compensation and Employers' Liability, The liability limits shall not be less than Statutory (Workers' Compensation); \$100,000 / \$500,000 / \$100,000 (Employers Liability).
- D. Professional Liability Insurance. Policy shall protect the FIRM against claims for wrongful acts associated with their professional services. Limits are to be no less than \$2,000,000 per wrongful act or claim / \$2,000,000 annual aggregate.
- E. Cyber Liability Insurance in an amount not less than \$3,000,000 per loss including information security & privacy liability and privacy breach response and notification.

The FIRM shall provide a Certificate of Insurance verifying such coverage, listing the City as an additional insured for the general liability and automobile liability coverages.

Industry Ratings – The City will only accept coverage from an insurance carrier who carries a Best's policyholder rating of A-:VIII or better or is mutually agreed upon by the City and FIRM.

This insurance shall not limit any separate guidelines established by the state or federal government.

4. Compliance with Non-Discrimination Requirements

The FIRM agrees that:

1. The FIRM shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry or age;
2. In all solicitations or advertisements for employees, the FIRM shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");
3. If the FIRM fails to comply with the manner in which the FIRM reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the FIRM shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City;
4. If the FIRM is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Firm shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City; and
5. The Firm shall include the provisions of paragraphs (1) through (4) above in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The Firm further agrees that the contractor shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

Contractor shall observe Chapter 8.10 of the Overland Park Municipal Code, entitled "Civil Rights". Contractor shall not discriminate on the basis of sexual orientation or gender identity or expression. Discrimination by contractor in

violation of this sub-section shall be grounds for the City to terminate the Agreement without penalty.

5. Cash Basis Law

Notwithstanding anything contained in the Agreement to the contrary, it is understood and agreed by the parties hereto that City is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from funds budgeted and appropriated for such purpose during the City's then current budget Year (i.e. January 1 to December 31) or from funds made available from any lawfully operated, revenue producing source. Should City fail to budget, appropriate or otherwise make available funds for payments due under the Agreement in any budget year, the Agreement shall be deemed terminated on the last day of the then current budget year for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the recurring charges herein agreed upon for which funds have appropriated and budgeted or are otherwise made available. City agrees to notify the FIRM of such termination, which shall not constitute a default under the Agreement, as least sixty (60) days prior to the end of the City's then current budget year.

6. Contingent Fees

The FIRM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the FIRM, to solicit or secure person, company, corporation, individual or firm other than a management consultant, any fees, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this agreement.

7. Applicable Law

This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas. Any litigation arising from this Agreement or the obligations set forth herein shall have proper venue in the state courts of Johnson County, Kansas. If required, the FIRM shall perform any professional registration required by the State of Kansas.

APPENDIX A

FINDINGS FROM THE 2022 ACFR AUDIT

There were no identified deficiencies.

APPENDIX B

RESPONDENT GUARANTEES

- I. The proposer certifies it can and will provide and make available, at a minimum, all services set forth in Section II, Nature of Services Required.

Signature of Official:

Name (typed):

Title:

Firm:

Date:

APPENDIX C

RESPONDENT WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of Kansas laws with respect to foreign (non-state of Kansas) corporations.
- B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior permission of the City of Overland Park.
- D. Proposer warrants that all information provided by it in connection with this submission is true and accurate.
- E. Proposer warrants that it understands it is required to adhere to the Contract requirements set forth in this RFQ and all of the requirements of the RFQ which will be an attachment to the contract.

Signature of Official:

Name (typed):

Title:

Firm:

Date:

APPENDIX D
Part 1

SCHEDULE OF HOURS FOR THE AUDIT OF THE 2023 FINANCIAL STATEMENTS

Hours

Partners

Managers

Supervisory Staff

Staff

Other (specify)

Subtotal

=====

APPENDIX D

Part 2

**SCHEDULE OF HOURS FOR THE AUDIT OF THE 2023 FISCAL YEAR
OVERLAND PARK CONVENTION CENTER**

Hours

Partners

Managers

Supervisory Staff

Staff

Other (specify)

Subtotal

=====

APPENDIX D

Part 3

**SCHEDULE OF HOURS FOR THE AUDIT OF THE 2023 FISCAL YEAR
OVERLAND PARK DEVELOPMENT CORPORATION**

Hours

Partners

Managers

Supervisory Staff

Staff

Other (specify)

Subtotal

=====

APPENDIX E
FEE PROPOSAL

Fee Proposal for audit of

2023 FINANCIAL STATEMENTS _____

2023 OVERLAND PARK CONVENTION CENTER AUDIT _____

2023 OVERLAND PARK DEVELOPMENT CORPORATION _____

APPENDIX F

STANDARD CONTRACT TEMPLATE

THIS AGREEMENT is made and entered into this _____ day of 202__, by and between the City of Overland Park, Kansas, hereinafter referred to as “City,” and _____, hereinafter referred to as “Contractor.”

SECTION I - SCOPE OF SERVICES

Contractor shall provide to the City _____ and related services as outlined in this Agreement and the defined Scope of Services attached hereto and incorporated by reference herein as **Exhibit A** all to the City’s full satisfaction.

SECTION II - COMPENSATION

The City agrees to pay Contractor for all products and services contemplated by the Agreement for the amount of _____. Compensation will be paid to Contractor within thirty (30) days of the City’s receipt of the undisputed invoice. All amounts payable under this Agreement are exclusive of taxes as the City is a tax-exempt political subdivision.

SECTION III – AGREEMENT TERM

The term of this Agreement shall commence on the date above first written and shall continue in force until the ___ day of _____, 202__ (the “Initial Term”). Thereupon, the Agreement will renew automatically for an additional term of _____ (____) year(s) (“the Renewal Term”) unless either party gives written notice of intent to not renew thirty (30) days prior to the date the term expires.

Notwithstanding the foregoing, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate this Agreement in whole or in part, with or without cause, at any time, subject to written notice to Contractor. Upon termination, the City shall compensate Contractor for all work satisfactorily completed to date of its receipt of the termination notice. Contractor shall not include anticipatory profit or consequential damages, neither of which will be allowed.

SECTION IV – TERMINATION

The City may terminate this Agreement at any time at its convenience by giving the Contractor written notice. Agreement will be terminated on the first day of the month following the month in which a termination notice is received by the Contractor.

Either party may immediately terminate this Agreement due to breach of this Agreement by the other party upon notice of such breach to the breaching party.

SECTION V – PRIOR VERBAL OR WRITTEN STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal and written statements of any and every official and/or other representative of the City and Contractor and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written Agreement. In the event that the City issues a purchase order, work order, invoice or similar document relating to services performed, such purchase order or similar document shall be for the City's administrative purposes only and will not supplement, supersede, modify or affect any of the terms and conditions set forth herein.

SECTION VI - ADJUSTMENT TO CONTRACT TERMS

Changes to the terms of this Agreement may be made only in writing and must be approved by the City and Contractor. Should a decision be made to amend the terms of this Agreement, the City and Contractor must mutually agree in writing to the amended terms.

SECTION VII – DISPUTE RESOLUTION

The City and Contractor agree that the implementation of this Agreement will be enhanced by the timely resolution of any dispute between them. Therefore, each party agrees to cause any dispute or disagreement between them, whether with respect to the interpretation of this Agreement or with respect to the performance of either party under this Agreement, to be considered, negotiated in good faith and resolved as soon as possible in accordance with the following dispute resolution process. The dispute resolution process will require that the following steps be completed within a reasonable time.

Each party will appoint a representative who will be made available for conference calls and meetings with the other party's representative for this dispute resolution process. Each party shall refrain from exercising its rights of termination for a reasonable time and shall continue to perform its obligations under this Agreement in order to allow the parties to settle the dispute or disagreement, provided that, if the dispute concerns a material breach, the party(s) alleged to be in breach has promptly commenced cure and pursues the cure in good faith. If the dispute resolution process fails to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without the City's express written consent.

Neither party shall be compensated for any time or expense related to the dispute resolution process.

SECTION VIII – CASH BASIS LAW

The City is obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during the City's current budget year. In the event the City does not so budget and appropriate the funds, the parties acknowledge and agree that they shall be relieved from all obligations, without penalty, under this Agreement.

SECTION IX - HOLD HARMLESS/INDEMNIFICATION

Definition: For purposes of indemnification requirements, the term "Loss" shall mean any and all Loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or Loss of, or Loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Agreement whether arising before or after the completion of the work required hereunder.

For purposes of this Agreement, Contractor hereby agrees to indemnify, defend and hold harmless the City, its agents and/or employees from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, its affiliates, subsidiaries, employees, agents and subcontractors/assignees and their respective servants, agents and employees.

It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the Contractor's obligation hereunder shall not include amounts attributable to the fault or negligence of the City.

In the case of any claims against the City, its employees or agents indemnified under this Agreement, by an employee of the Contractor, its affiliates, subsidiaries, or assignees, the indemnification obligation contained in this Agreement shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Contractor, its affiliates, subsidiaries, or assignees, under workers' compensation acts, disability benefit acts, or other employee benefit acts.

SECTION X - INSURANCE REQUIREMENTS

Contractor shall secure and maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as

required herein. All insurance procured for this Agreement by the Contractor shall be primary and noncontributory. Contractor shall provide certificates of insurance and renewals thereof on forms approved by the City and shall name the City as an additional insured on the general liability and automobile liability. The City shall be notified by receipt of written notice at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate. Any claims-made policy forms must be maintained for a minimum of 2-years after the end of this Agreement.

A. General Liability.

General Aggregate:	\$1,000,000
Products Completed Operations Aggregate:	\$1,000,000
Personal & Advertising Injury:	\$500,000
Each Occurrence:	\$500,000

B. Automobile Liability. Policy shall protect Contractor against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles in the amount of no less than Five Hundred Thousand Dollars (\$500,000) Each Accident, Combined Single Limits, Bodily Injury, and Property Damage. Contractor agrees to only use vehicles properly insured under this Agreement in the performance of the services.

C. Worker’s Compensation and Employer’s Liability. This insurance shall protect Contractor against all claims under applicable state workers’ compensation laws. Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason may not fall within the provisions of a workers’ compensation law. The policy limits shall not be less than the following:

<u>Workers’ Compensation:</u>	Statutory
<u>Employer’s Liability:</u>	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

D. Professional Liability. Contractor shall maintain throughout the duration of this Agreement plus a minimum of three additional years, Professional Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000) and shall provide the City with certification thereof.

E. Industry Ratings. The City will only accept coverage from an insurance carrier who offers proof that it:

1. Is licensed to do business in the State of Kansas;
2. Carries a Best’s policyholder rating of A- or better; and
3. Carries at least a Class VIII financial rating;

OR

4. Is a company mutually agreed upon by the City and Contractor

F. Subcontractors Insurance.

If a part of the Agreement is to be sublet, the Contractor shall either:

1. Cover all subcontractors in its insurance policies if allowed to by Contractor's insurance carrier, or
2. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.
3. Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, for bodily injury, physical property damage and/or death that arises out of a subcontractor's or any of its agents, servants, and/or employees' negligent acts, and or failure to act in the performance of this Agreement arising out of the acts or omissions of its subcontractors.

SECTION XI – NON-DISCRIMINATION AND OTHER LAWS

A. Contractor agrees that:

1. 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 Agreement because of race, religion, color, sex, disability, national origin, ancestry, or age;
2. In all solicitations or advertisements for employees, Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (the "Commission");
3. If Contractor fails to comply with the manner in which Contractor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Contractor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City;
4. If Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, Contractor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City; and

5. Contractor shall include the provisions of subsections (A)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor. The provisions of this section shall not apply if:
 - a. Contractor employs fewer than four employees during the term of such contract; or
 - b. If Contractor contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.
- B. Contractor further agrees that Contractor shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision in the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.
- C. Contractor shall observe Chapter 8.10 of the Overland Park Municipal Code, entitled "Civil Rights". Contractor shall not discriminate on the basis of sexual orientation or gender identity or expression. Discrimination by contractor in violation of this subsection shall be grounds for the City to terminate the Agreement without penalty.

SECTION XII – GENERAL PROVISIONS

The following are general provisions applicable to this Agreement:

- A. Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas. Any litigation arising from this Agreement or the obligations set forth herein shall have proper venue in the state courts of Johnson County, Kansas.
- B. Assignment. Parties hereto agree that neither shall assign, sublet or transfer their interest in this Agreement without the written consent of the other and further agree that this Agreement binds the parties, their successors, trustees, assignees and legal representatives.
- C. Contingent Fees Prohibited. Contractor warrants that it has not employed or retained any person, firm, or corporation, other than a bona fide employee working solely for Contractor, to solicit or secure the awarding of this Agreement based upon an arrangement that the person, firm or corporation would receive any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this Agreement. For the breach or violation of the foregoing provision, the City shall have the right to terminate the Agreement without liability and, at its discretion to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- D. Independent Contractor. Contractor is an independent contractor, and as such, neither Contractor nor its personnel are agents or employees of the City. Contractor is responsible for payment of any and all federal, state and local taxes.
- E. Subcontractors. Contractor shall not subcontract any of the work or services required by this Agreement without the prior written approval of the City. Should Contractor request and the City agree to work being subcontracted, Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by said subcontractors, as Contractor is for the acts and omissions of the persons it directly employs.
- F. Severability/Non-waiver. Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable. The waiver of or failure to enforce any term or condition of this Agreement shall not be construed as a waiver of any other term or condition.

The remainder of this page has intentionally been left blank.

SECTION XIII - EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officials on the ____ day of _____, 20__.

CITY OF OVERLAND PARK, KANSAS

[CONTRACTOR]

Curt Skoog, Mayor

Date

Date

ATTEST:

Elizabeth Kelley
City Clerk

APPROVED AS TO FORM:
