

REQUEST FOR PROPOSALS

**BOARD OF EDUCATION OF CAMPBELL COUNTY, KENTUCKY
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER
101 Orchard Lane
Alexandria, KY 41001**

AUDITOR FOR THE FINANCIAL ACCOUNTS OF THE BOARD

The Board of Education of Campbell County, Kentucky (herein after called the Board or the Board of Education) will receive sealed proposals for the items and/or services listed herein. You are invited to submit a sealed proposal, subject to the terms and conditions of this request. Please read the instructions and specifications carefully. Failure to comply with these instructions may disqualify your proposal.

Proposals must be mailed or delivered to Tracey Jolly, Treasurer, Campbell County Board of Education, 101 Orchard Lane, Alexandria, Kentucky 41001, in an envelope marked "AUDITOR - RFP" in the lower left-hand corner. The name and address of the vendor shall appear in the upper left-hand corner.

Copies of this request for proposal may be obtained in the Superintendent's Office, at the above address, between 8:00 a.m. and 4:00 p.m., Monday through Friday, prior to the time and date specified for opening.

PERIOD OF CONTRACT:

The contract shall be for the period June 1, 2021 through June 30, 2022, with mutually agreeable annual renewal periods.

TIME OF OPENING:

Proposals will be opened at 10:00 am, Tuesday, April 27, 2021, or as soon thereafter as the business of the Board permits. All proposals should be received by 10:00 am, Tuesday, April 27, 2021. Failure to have a proposal submitted prior to Proposal opening may prevent the reading of your proposal.

The Board of Education cannot assume the responsibility for any delay as a result of failure of the mails to deliver proposals on time.

LOCATION OF OPENING:

Proposals will be opened and read at the Campbell County Board office, 101 Orchard Lane, Alexandria, KY 41001. You are invited to be present at the opening.

REQUEST FOR PROPOSALS
AUDITOR
FOR THE FINANCIAL ACCOUNTS OF THE BOARD

PREPARED BY

Tracey Jolly
Director of Finance/Treasurer

CAMPBELL COUNTY BOARD OF EDUCATION

**LEGAL NOTICE
REQUEST FOR PROPOSALS**

The Campbell County Board of Education will accept sealed proposals on the following service:

**AUDITOR
FOR THE FINANCIAL ACCOUNTS OF THE BOARD**

All proposers must use approved proposal forms that are available from the Office of the Superintendent of Campbell County Schools, 101 Orchard Lane, Alexandria, Kentucky. All proposals to be considered must be received by 10:00 am, Tuesday, April 27, 2021.

PROPOSAL FORM

**AUDITOR
FOR THE FINANCIAL ACCOUNTS OF THE BOARD**

**TO: Tracey Jolly
Treasurer
Campbell County Board of Education
101 Orchard Lane
Alexandria, KY 41001**

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

In compliance with the REQUEST FOR PROPOSALS, and subject to all the conditions thereof, the undersigned hereby certifies that all items and/or services included in the Proposal shall be in compliance with all requirements and technical specifications included in this request for proposals, except as noted below:

EXCEPTIONS:

NAME OF COMPANY _____

ADDRESS _____

_____ **ZIP CODE** _____

BY _____ **DATE** _____
(SIGNATURE)

PLEASE TYPE NAME _____

OFFICIAL TITLE _____

TELEPHONE NUMBER _____ **FAX NUMBER** _____

E-MAIL CONTACT ADDRESS _____

**PROPOSAL FORM
REQUIREMENTS**

- 1. Audits shall be conducted in accordance with generally accepted auditing standards; Government Auditing Standards, issued by the Comptroller General of the United States; the provisions of Office Management and Budget Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations; Appendix I to the Independent Auditor’s Contract - General Audit Requirements; Appendix II to the Independent Auditor’s Contract - State Audit Requirements; and Appendix III to the Independent Auditor’s Contract – Electronic Submission.**
- 2. Unlike some years in the past, the above standards require that the Board’s audits be unqualified because the Board has been reporting according to GASB 34 requirements since the fiscal year ending June 30, 2003.**
- 3. Two (2) paper copies of the audit report, with the auditor’s signature, shall be submitted to the Kentucky State Department of Education Office. Ten (10) paper copies shall be submitted to the Campbell County Board of Education.**
- 4. One (1) copy of the audit report, along with the Data Collection Form, shall be submitted by the auditor on behalf of the Board, directly to the Single Audit Clearinghouse, as prescribed in OMB Circular No. A-133.**
- 5. Audit reports, as prescribed above, are due to the Division of Audit & Transportation Services, Kentucky State Department of Education by close of business on November 14, 2021. Requests for an extension, fully describing the reasons for the request, must reach that office by October 1, 2021.**
- 6. Auditor must be willing and able to execute the standard Independent Auditor’s Contract as prepared by the Kentucky Department of Education.**
- 7. Auditor must prepare and submit the required GASB financial reports as part of the audit preparation.**
- 8. Submit a listing of audits of Kentucky Board of Education that have been performed in last three (3) years.**
- 9. Submit documentation indicating experience of all staff to be assigned to the audit.**
- 10. Include dates and results of latest peer review.**

- 10. Interviews may be required of those auditors submitting proposals in order to further evaluate the proposals received. If you are going to submit a proposal, please call as soon as possible to set up a time for an interview, which may be scheduled before or shortly after the deadline for proposals.**

NAME OF COMPANY _____

AUTHORIZED SIGNATURE _____

**PROPOSAL FORM
CONFLICT OF INTEREST**

It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. He, or any member of his immediate family, has a financial interest herein: or**
- b. a business or organization which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner or employee, is a party; or**
- c. any other person, business, or organization with whom he or any member of his immediate family is negotiating or had an arrangement concerning prospective employment is a party. Direct or indirect participation shall include, but not limited to, involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.**

It is a violation of Kentucky Law for any board member or employee, or a member of their immediate family, to have a pecuniary interest either directly or indirectly in an amount exceeding \$25.00 per year in any purchase of goods or services by the Board of Education or any school thereof. Violation of this provision subjects the board member or employee to forfeiture of their position and/or employment with the school system.

I, hereby, certify that no member of my immediate family is an employee or board member of the Campbell County Board of Education.

Signature

Date

References: KRS 156.480, OAG 80-32, Model Procurement Code 45A.455

PROPOSAL FORM

**AUDITOR
CAMPBELL COUNTY BOARD OF EDUCATION**

AUDIT COST SCHEDULE

The accounting firm of _____ submits the following proposed fee for the audits of the following fiscal years:

Fiscal Year ending June 30, 2021 – Audit cost not to exceed \$ _____

Fiscal Year ending June 30, 2022 – Audit cost not to exceed \$ _____

Fiscal Year ending June 20, 2023 – Audit cost not to exceed \$ _____

At the end of the Fiscal Year ending June 30, 2022, the Owner/Contractor may renew with mutually agreeable annual renewal periods.

NAME OF COMPANY _____

AUTHORIZED SIGNATURE _____

PARTNER'S PRINTED/TYPED NAME: _____

DATE: _____

PROPOSAL FORM

**AUDITOR
REFERENCES**

LIST THREE (3) REFERENCES (Preferably School Districts):

1. Company _____

Contact _____

Address _____

Phone Number _____

2. Company _____

Contact _____

Address _____

Phone Number _____

3. Company _____

Contact _____

Address _____

Phone Number _____

NAME OF COMPANY _____

AUTHORIZED SIGNATURE _____

GENERAL INSTRUCTIONS AND CONDITIONS

(PLEASE READ CAREFULLY)

A. ACCEPTANCE OF PROPOSALS

The Board of Education reserves the right to accept any proposal, to reject any or all proposals, to waive any irregularities or informalities in proposals received where such acceptance, rejection or waiver is in its best interest. The Board of Education also reserves the right to reject any proposal where evidence or information submitted by the vendor does not provide satisfactory proof that the vendor is qualified to carry out the details of the contract.

B. PROPOSAL DOCUMENTS

Proposal forms are provided with this "Request for Proposals (RFP)". All proposals must be submitted on the "Proposal Form(s)".

C. SPECIFICATIONS

Specifications are attached and are a part of this proposal. All material or services furnished must be in conformity with the specifications and will be subject to inspection and approval of the Purchasing Agent after delivery. The right is reserved to reject and return at the risk and expense of the supplier, any item that may be defective or fail to comply with these specifications.

It is important that each person submitting a Proposal follow carefully the specifications detailed herewith. The vendor is instructed to complete all blanks and spaces where information concerning any item is requested. Only items meeting the requirements are to be quoted on the regular Proposal form.

The Board of Education reserves the right to waive compliance of any material or services with any particular specification where such waiver is considered to be in its best interest, including but not limited to cases where such waiver is necessary due to technical errors or inconsistencies in the preparation of such specifications.

D. MODEL PROCUREMENT REGULATIONS

The Model Procurement Regulations adopted by the Board of Education shall be deemed incorporated by reference in these specifications as though quoted fully herein. In the event of any conflict between this Request for Proposals and the Model Procurement Regulations, the Regulations shall control.

E. PERFORMANCE BOND

The Board of Education reserves the right to determine the ability of any vendor to perform the work, and any vendor shall, upon request, furnish such information as may be necessary to determine such ability, including performance bond, if requested.

F. EXCUSE FOR NON-PERFORMANCE

The successful vendor(s) shall be excused from performing hereunder during the time and to the extent that they are prevented from obtaining, delivering or performing in the customary way because of fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants or facilities by the government when satisfactory evidence thereof is presented to the other party, providing it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

G. PENALTIES

In case of default by the vendor, The Board of Education may procure the articles or services from other sources and may deduct from any unpaid balance due the vendor the amount of the excess cost so paid, and the price paid shall be considered the prevailing market price at the time such purchase is made.

H. TAXES

The Federal Excise Tax and the Kentucky Sales and Use Tax are not to be imposed as The Board of Education will furnish the successful vendor with proper tax exemption certificates upon request.

I. PRODUCT EVALUATION

Items will be disqualified that do not meet specifications or the accepted equal. If a product is purchased and it is later established that said product fails to comply with these specifications and conditions, the item will be rejected and returned to the supplier at the supplier's expense. No item shall be considered satisfactory that does not conform to our usual accepted methods, use, application, storage, handling and delivery. The decision concerning the satisfactory use and performance of any item on this Proposal shall be that of the Educational and Business Staff of the Board of Education.

K. NON-DISCRIMINATION

During the performance of this Contract, the Seller agrees as follows:

- (1) The Seller shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action shall include, although not limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause.

- (2) The Seller shall in all solicitations and/or advertisements for employee's places by or on behalf of the Seller, state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.
- (3) The Seller shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisement and employment practices it shall perform.

L. DELIVERY

The Contractor agrees to furnish and deliver the items within the terms of this contract as the Purchasing Agent may prescribe.

All costs for delivery, including drayage and freight, and for the packaging of said articles are to be borne by the vendor, and must be included in your Proposal prices.

If during the period of the contract it is necessary that the Purchasing Agent place toll or long distance telephone calls in connection therewith (for complaints, adjustments, shortages, failure to deliver, etc.) it is understand that the vendor will bear the charge or expense for all such calls.

N. PROPOSALS

Tabulations will be made by the Purchasing Department and each qualified vendor will be mailed a formal tabulation after The Board of Education has taken official action. The Board of Education meetings are normally held on the second Monday of each month. Vendors are requested not to call the Purchasing Office for a tabulation of the Proposals.

Any Proposals received after scheduled time of opening may be returned unopened to the vendor.

Each Proposal must be in a separate sealed envelope with the Proposal name appearing in the lower left-hand corner of the envelope.

No Proposal can be corrected or altered or signed after being opened. The Board of Education will not be responsible for errors or omissions on the part of vendor in making up their Proposals. Any Proposals received unsigned will be rejected.

All regular Proposals must be submitted in accordance with specifications on the Proposal form supplied with this invitation. The submission of a Proposal on the Proposal form certifies that the product meets any and all specifications, except as noted on such form.

For any clarification relative to this Proposal, contact Tracey Jolly, Director of Finance, Campbell County Board of Education, 101 Orchard Lane, Alexandria, Kentucky 41001, Telephone (606) 635-2173.

O. PRICES

All prices quoted by the various vendors must be firm for a maximum period of sixty (60) days to allow Proposal acceptance by The Board of Education. If awarded the contract, the prices will then be firm for the time period indicated under "Period of Contract".

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the Proposal. Also, corrections made with correction tape or fluid are to be initialed.

Quote on each item separately. Prices must be stated in units specified herein.

Proposals that have clerical errors or irregularities are subject to correction only with concurrence with the Director of Finance. Unit prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.

SPECIAL CONDITIONS

AWARDING OF CONTRACT(S)

Contracts may be awarded to the vendor meeting all specifications and conditions, and subject to all other provisions of this RFP, which submits the lowest and/or best bid, whichever is deemed to be in the best interest of the Board of Education.

OTHER CONDITIONS

All blanks and information requested are to be completed on the Proposal form in order to qualify your Proposal. The Board of Education reserves the right to make multiple awards to two or more companies on the same item where more than one standard of quality is desired. Do not Propose any special groupings other than those listed herein.

“PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS”

ANY EMPLOYEE OR ANY OFFICIAL OF THE BOARD OF EDUCATION OF CAMPBELL COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, WHO SHALL TAKE, RECEIVE, OR OFFER TO TAKE OR RECEIVE, EITHER DIRECTLY OR INDIRECTLY, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY, OR OTHER THINGS OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, FOR OR TO, OR FROM, ANY PERSON, PARTNERSHIP, FIRM OR CORPORATION, OFFERING, BIDDING FOR, OR IN OPEN MARKET SEEKING TO MAKE SALES TO THE BOARD OF EDUCATION OF CAMPBELL COUNTY, KENTUCKY, SHALL BE DEEMED GUILTY OF A FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NO MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

EVERY PERSON, FIRM, OR CORPORATION TO MAKE, OR PAY, OR GIVE, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY OR ANY OTHER THING OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, TO ANY EMPLOYEE OR TO ANY OFFICIAL OF THE BOARD OF EDUCATION OF CAMPBELL COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, IN HIS EFFORTS TO BID FOR, OR OFFER FOR SALE, OR TO SEEK IN THE OPEN MARKET, SHALL BE DEEMED GUILTY OF A FELONY AND SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

INFORMATION ABOUT OUR SCHOOLS CAN BE FOUND AT:

www.campbell.kyschools.us