REQUEST FOR PROPOSAL NUMBER B0004037

Department of Purchasing
3221 McKelvey Road
Bridgeton, MO 63044

SPECIFICATIONS FOR Independent Auditing Services

FOR ADDITIONAL INFORMATION, CONTACT:
Cynthia Green, Purchasing Supervisor
Phone: 314 539-5227 or email: cgreen2@stlcc.edu

Questions:
All questions regarding this RFP should be submitted in writing to Cynthia Green at cgreen2@stlcc.edu. The “Subject” line should reference Request for Proposal – B0004037. Prospective Proposers are responsible for reading all material in the Request for Proposal prior to January 29, 2021. The opportunity to present questions for clarification will close on January 29, 2021.

RFP CLOSING DATE: Tuesday, February 15, 2021
RFP CLOSING TIME: 3:00 p.m., local time

Date Issued: January 4, 2021
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Request for Proposal B0004037 for Independent Auditing Services

M/WBE Participation Clause:

St. Louis Community College is committed to providing equal opportunities for business growth and development to Minority and Women-Owned Business Enterprises (M/WBEs). St. Louis Community College will ensure that M/WBEs are given the opportunity to do business with the college by increasing the amount of business placed with such enterprises when possible. The goal is to ensure supplier diversity is part of both the pool of suppliers and part of the supply chain in all areas of the College’s sourcing activities in our Procurement and Engineering and Design Departments.
INSTRUCTIONS TO ALL BIDDERS

St. Louis Community College (“College”) welcomes all interested parties to participate in its competitive bid process. Respondents will be expected to submit proposals that are in compliance with the terms and conditions as outlined below:

1. All awards are subject to final approval by St. Louis Community College’s Board of Trustees, or their designated representative(s).

2. Proposals may be emailed to cgreen2@stlcc.edu or sealed and delivered to the Department of Purchasing, 3221 McKelvey Road, Bridgeton, MO 63044 on or before the time and date stipulated in the Invitation for Bid document. All late bids will be rejected.

3. The successful bidder(s) must comply with the State of Missouri’s Revised Statute RSMO 285.530 which states: No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. The affidavit included in Attachment A must be completed and notarized to meet this provision. (This may be submitted after the notice of award is given.)

4. All proposals must be signed by a duly authorized representative of the person, partnership or corporation offering the bid. Failure to sign the College Invitation for Bid document will result in automatic disqualification of that bid. The College reserves the right to request written confirmation of persons authorized to sign all bids on behalf of a company.

5. Vendors may submit more than one bid proposal. No penalty or credit will be given for submitting multiple proposals.

6. Bidders are responsible for reviewing their proposals prior to submission to be certain they can honor all prices, terms and conditions offered in bid. Bidders may submit written amendments or withdraw their bid proposals up until the date and time of the scheduled bid opening. Once bids have been opened, all bidders will be expected to honor all prices and terms offered in total. Unit price will prevail in cases of extension errors. Bid defaults will result in either temporary or permanent removal from the College’s list of vendors in good standing.

7. If this proposal is accepted by the College, in whole or in part, it becomes a binding contract for the item(s) or section(s) designated when signed by an authorized representative of the College and returned to the Proposer. By signing and submitting this bid, you are offering to sell the goods and/or services to the College on the terms and conditions contained in this Invitation for Bid. All purchases are subject to the terms and conditions contained in and attached to this Invitation for Bid. By submitting a proposal, bidder agrees to these terms and conditions. Any additional or different terms proposed by bidder are hereby objected to. The College may issue one or more “Purchase Orders” in connection with the contract formed by acceptance of this bid. Any such Purchase Order shall be governed by this contract and shall not be deemed a proposal for change or amendment, unless specifically so designated by the College.

8. Requests for clarification on RFP specifications should be addressed to the buyer identified in the bid document. Any changes in specifications will be sent to all bidders in the form of a written addendum. All addenda become a part of the Request for Proposal. Proposers are to sign and include all addendums with each bid being submitted.

9. Proposers are to check the College’s website at www.stlcc.edu/purchasing to ensure all addendums are included with submission of bid responses.

10. Bidders may obtain Invitation for Bid results by either attending the bid opening or by appointment with the assigned buyer.

DELIVERY AND INVOICING INFORMATION

1. Invoices must be submitted in duplicate to: Accounts Payable St. Louis Community College 3221 McKelvey Road Bridgeton, MO 63044

2. Invoices must reference the purchase order number, show unit and extended price on each item and list the “ship to” address.

3. The College renders payment only after delivery of services.

4. St. Louis Community College is a tax exempt public institution. The College’s tax exempt Missouri I.D. is 11166584.
REQUEST FOR PROPOSAL NUMBER B0004037 - INVITATION

BUYER: Cynthia Green (314) 539-5227

DATE ISSUED: January 4, 2021

ITEMS/SERVICE REQUESTED: Independent Auditing Services

Sealed proposals will be received at the Department of Purchasing, St. Louis Community College, Administrative Center, 3221 McKelvey Road, Bridgeton, MO 63044 until the time and date given herein and then publicly opened for reading and evaluation: Please note that the College retains the right to make an award on an item by item or all or nothing basis.

DATE & TIME BID WILL BE OPENED AND READ: Tuesday, February 15, 2021 at 3:00 p.m., Local Time

If this request for proposal is accepted by St. Louis Community College (“College”), in whole or in part, it becomes a binding contract for the items or sections designated below when signed by an authorized representative of the College and returned to the Respondent. By signing and submitting this RFP, you are offering to sell the goods and/or services to the College on the terms and conditions contained in this Request for Proposal. All purchases are subject to the terms and conditions contained in and attached to this Request for Proposal. By submitting a response, bidder agrees to these terms and conditions. Any additional or different terms proposed by bidder are hereby objected to. The College may issue one or more “Purchase Orders” in connection with the contract formed by acceptance of this proposal. Any such Purchase Order shall be governed by this contract and shall not be deemed a proposal for change or amendment, unless specifically so designated by the College.

Prices quoted are guaranteed for ______ calendar days from the date of the bid opening under the terms and conditions offered in bid herein. (120 days unless otherwise specified)

In compliance with the above, the undersigned offers and agrees, if this bid be accepted, to furnish any and all of the goods and/or services at the price quoted, delivered to the designated point(s) within the time specified in this Invitation for Bid document. IF NOT SIGNED BELOW, BID WILL BE DISQUALIFIED.

________________________________________
(SIGNATURE)

(Seller – Company Name)/FEIN#

_______________________________
(Printed Name and Title)

_______________________________
(Company Address)

_______________________________
(City/State/Zip Code)

Bid is accepted on behalf of the College by:

Cynthia Green, Purchasing Supervisor

_______________________________
(Signature)

_______________________________
Sections Approved:
CONTRACT OR BLANKET ORDER AGREEMENTS

The purpose of this Request for Proposal is to solicit quotations from qualified vendors to establish a contract or blanket order for the routine purchase of goods and/or services on an “as or when needed” basis.

The quantity and dollar estimates provided represent the purchasing history of the College and/or a reasonable estimate of future activity in the area specified. While the College strives to make these estimates as realistic as possible, they do not constitute a guarantee of volume.

The College reserves the right to inspect the bidder’s facility prior to award to assure that they meet the requirements and can provide the necessary support for the contract goods and services specified.

The College may cancel a contract at any time by giving the seller thirty (30) days written notice of failure to comply in part or total with the prices, terms and conditions offered in bid.

The College retains the right to take extensions to the contract agreement of up to twelve (12) months, provided said extension is mutually agreeable to both the seller and the College.

Contract Period: Five (5) full years

Requested Contract Start Date: May 3, 2021

Estimate of Contract Quantity or Dollar Expenditure: To Be Determined

Contract Liaison Person (to be completed by bidder):

_______________________________  (Name/Title)

Tel No. ______________ Fax No. ______________  (Telephone)

E-mail address ____________________________
SCHEDULE FOR RECEIPT OF PROPOSALS AND CONTRACT AWARD:

The following schedule for Request for Proposal number B0004037 will outline the approximate course of events to be followed in the evaluation and award of a contract for independent auditing services for St. Louis Community College. This schedule is provided for the purpose of assisting you in planning and does not constitute a guarantee that all dates listed will actually be adhered to. All vendors will be notified, however, if there is a significant change in this schedule.

Monday, January 4, 2021  Request for Proposal released via email
Friday, January 29, 2021  Deadline for receipt of questions
Tuesday, February 15, 2021  Deadline for receipt of proposals – 3:00 p.m.
To Be Determined  Oral Interviews/Notification of Selection of Finalists
Monday, May 3, 2021  Contract award date, contingent upon approval by the College’s Board of Trustees

SUBMISSION OF PROPOSAL(S)

1. The “Invitation for Bid” page – 3 must be signed by the person duly authorized by the proprietor, partnership or corporation otherwise the proposal will be automatically rejected.

2. Proposals may be submitted via email at cgreen2@stlcc.edu on or before Tuesday, February 15, 2021 at 3:00PM CST. All bid submissions must reference B0004037 in the Subject Line. Proposals may also be sent to:
   Department of Purchasing
   St. Louis Community College
   3221 McKelvey Road
   Bridgeton, MO  63044
   Attn: B0004037

3. Please ensure the bid number: B0004037 is included on the outside of your bid package or envelope. This label contains information relevant to the bid and will help ensure that it is properly filed, recorded and scheduled for the Bid opening. All bids must be signed by a duly authorized representative of the PROPOSER offering the bid. **ALL UNSIGNED BIDS WILL BE REJECTED.**

4. The College will recommend an award of five (5) full years to begin with the fiscal year ending June 30, 2021. The College retains the right, however, to cancel this contract at the end of any fiscal year’s audit, with sixty (60) days advance notice, for reasons of non-performance by the contractor.

5. **All questions regarding this RFP must be submitted in writing to Cynthia Green, Purchasing Supervisor at cgreen2@stlcc.edu.** Addenda will be issued to answer all questions that are submitted in writing; all addenda will be posted on the College's
website at https://www.stlcc.edu/departments/procurement.aspx. Bidders must check the College’s website prior to submission of responses to ensure all addenda are reviewed, signed and submitted with bid responses.

Unless otherwise amended, the deadline for submission of proposals is: Tuesday, February 15, 2021 at 3:00 PM CST.

All proposals or unsolicited amendments to proposals arriving after the closing date and time will not be considered.
SECTION 1  INTRODUCTION

1. St. Louis Community College (hereinafter referred to as “College”) is soliciting bids to establish a contract for independent auditing services for a period of five (5) years as outlined in this Request for Proposal.

Description of Entity

1. The College, which is officially known as the Community College District of St. Louis, is a political subdivision of the State of Missouri. The College is a multi-campus institution with four campuses and 6 educational centers and/or satellite locations.
2. The College, which opened its doors in 1963, is the largest community college system in Missouri. Currently, it serves approximately 15,000 credit and 25,000 non-credit students a year. Serving an area of 718 square miles, the district includes St. Louis City and County, and portions of Jefferson and Franklin counties.

Description of Records to be audited

1. The College uses Ellucian Banner as its administrative accounting system.
2. The Unrestricted General operating budget for fiscal year ending June 30, 2020, is $136,796,317.
3. Local property taxes account for 43% of the revenue in the Unrestricted General operating budget for the fiscal year ending June 30, 2020. The College’s assessed valuation is $32.1 billion with a rate of 19.86 cents per $100.00 assessed valuation.
4. State aid is 27% of the revenue in the June 30, 2021, Unrestricted General operating budget. Student fees represent 27% of that fund’s budgeted revenues.
5. For fiscal year ended June 30, 2020, the College received $36,563,222 in Government awards. Of that amount, $34,527,205 was for the student financial aid cluster.
6. The most recent audit was conducted by KPM CPA’s, PC for the year ended June 30, 2020. Copies of the prior year’s audit reports are accessible at the College’s website: www.stlcc.edu.
7. The Community College District of St. Louis, St. Louis County, Missouri Building Corporation (the Building Corporation) and the St. Louis Community College Foundation (the Foundation) are legally separate from the College. However, the Building Corporation and the Foundation are reported as blended component units of the College.
8. In addition to the College’s records, the financial statements of the Non-Certificated Employees Retirement Plan of the Junior College District of St. Louis, St. Louis County, Missouri (the Plan) will also be audited.
9. Also, a separate audit opinion regarding funds received and dispersed for the fiscal year ended June 30, 2021 and each year thereafter under the State of Missouri’s New Job Training Program shall be rendered in conjunction with the College audited financial statements.
10. The College implemented Governmental Accounting Standards Board (GASB) Statement 35 effective for fiscal year ending June 30, 2002 using the BTA (Business Type Activities) reporting model and has since adopted additional GASB statements as required.

B. Nature of the Services Required

1. Render an opinion on the College’s basic financial statements in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America.

2. Render an opinion on the College’s federal awards and prepare the Data Collection Form under the terms of the OMB Circular A-133.

3. Render an opinion on the New Jobs Training Program for each year ended June 30.

4. Render an opinion on the financial statements of the Non-Certificated Employees Retirement Plan of the Junior College District of St. Louis, St. Louis County, Missouri.

5. Render an opinion on the financial statements of the St. Louis Community College Foundation.

6. Issue a SAS 114 Letter (Auditors Communication with Those Charged with Governance) and the SAS 115 (Management Letter) with any comments or recommendations.

7. Respond to questions from the College from time to time regarding various accounting issues.

8. The College reserves the right to use the current financial audit reports during the interim period for subsequent financial transactions (i.e. bond issues) and will require the successful bidder to provide necessary consent letters and/or documentation without additional fees.

9. As a part of providing ongoing professional services to the College, the auditor will be required to provide a timely written description of changes in promulgated GAAP (e.g., Financial Accounting Standards Board (FASB) Statements, FASB Interpretations, FASB Technical Bulletins, Emerging Issues Task Force (EITF) Reports, Governmental Accounting Standards Board (GASB) Statements, GASB Interpretations, GASB Preliminary Views, GASB Invitation to Comment, or GASB Technical Bulletins), GAAS and other relevant changes occurring during the contract period and the impact thereof, if any, to the College as a result of said changes.

C. Mandatory Qualifications of the Auditor

1. The PROPOSER must provide an affirmation that it is properly licensed for public practice as a certified public accountant.

2. The PROPOSER must provide an affirmation that it meets the independence requirements of the Standards for Audit of Governmental Organizations, Programs, Activities and Functions.

3. The PROPOSER must provide an affirmation that it does not have a record of substandard audit work.
D. Period of the Audit

The first year’s audit period will be the fiscal year of July 1, 2020 through June 30, 2021. The four subsequent years of the contract will cover the following fiscal years:

- July 1, 2021, through June 30, 2022
- July 1, 2022, through June 30, 2023
- July 1, 2023, through June 30, 2024, and
- July 1, 2024, through June 30, 2025.

E. Exit Conference Requirements

Prior to issuing the required audit reports, the partner and/or manager in charge of the audit engagement will: (a) conduct an audit exit conference with the College’s Controller and the Vice Chancellor for Finance and Administration, and (b) offer to meet with the Chancellor. It is expected that the manager in charge of the audit engagement will hold progress meetings with the College’s Controller.

F. Assistance Available to Auditor

1. The College’s Controller Division Staff will prepare the Financial Statements for the College’s financial statements audit and will also prepare working papers, prepare schedules, pull documents, and make copies of documents upon request. The College’s Controller Division will prepare the Management’s Discussion and Analysis (MDA).

2. The College’s Information Technology Staff will be available to generate information or reports from the College’s automated systems.

3. The College’s Legal Counsel is available on staff.

4. The Chancellor, the Vice Chancellor, the Controller, and any other required members of the College’s Administration, will issue any necessary representation letters.

5. Interfund and interdepartmental reconciliations have been and will be made as needed.

6. The College will provide a conference room during the preliminary and year-end field work periods of the audit at its 3221 McKelvey Road, Bridgeton, Mo 63044 address where the central accounting records are maintained.

G. Reports Required

The following reports will be required at the conclusion of the audit.

1. Independent Auditor’s Report rendering an opinion on the financial statements of the College.

2. Comments and recommendations regarding internal control.

4. Independent Auditor’s Report rendering an opinion on the financial activity of the State of Missouri’s New Job Training Program including the resources received and expended during the fiscal year. Such report shall identify the scope and testing results of the financial data reviewed by the successful awardee.

5. Independent Auditor’s Report rendering an opinion on the Financial Statements and Supplementary Information of the Non-Certificated Employees Retirement Plan of the Junior College District of St. Louis, St. Louis County, Missouri.


H. Time Requirements
1. Preliminary audit work (i.e., Risk Assessment, Financial Aid Samples, Internal Control Testing) should begin in no later than May 2021.

2. Year-end field work should commence in Mid-August 2021.

3. In addition to complete digital copies (PDF) of the final reports, twelve (12) bound copies of the Independent Auditor’s Report rendering an opinion on the financial statements of the College, twelve (12) bound copies and a pdf copy of the OMB Circular A-133 Single Audit Report with the Independent Auditors’ Reports thereon, and twenty five (25) copies and a pdf copy of each of the SAS 114 Letter (Auditor’s Communication with Those Charged with Governance) and SAS 115 (Management Letter) delivered to the Controller in time to be distributed to the Board of Trustees in advance of the October, 2021 Board meeting. Twelve (12) bound copies of the Independent Auditor’s opinion of financial information and/or statements under the State of Missouri’s New Jobs Training Program (NJTP).

If final bound copies are not available, at least a final draft is needed one week in advance of the October Board meeting with the final bound versions provided immediately after the Board meeting.

4. Make an oral presentation that covers the Independent Auditor’s Report of the financial statements, the NJTP, the OMB Circular A-133 Single Audit Report, and Comments and Recommendations on Internal Controls, to the Board of Trustees at a public Board meeting in October. Also, be available to meet with the Board of Trustees in Executive Session prior to the October public meeting.

5. Twelve (12) copies and an electronic (pdf) copy of the report on the Non-Certificated Employees Retirement Plan of the Junior College District of St. Louis, St. Louis County, Missouri, delivered to the Controller in November 2016.

6. Twelve (12) copies and an electronic (PDF) copy of the report on the St. Louis Community College Foundation.

7. Oral presentation to the Retirement Committee of the Non-Certificated Employees Retirement Plan of the Junior College District of St. Louis, St. Louis County, Missouri at the Committee’s meeting in October 2021.
8. Oral presentation to the St. Louis Community College Foundation Board at its October 2021 meeting.

I. Contractual Arrangements

1. The College will recommend an award of five (5) full years, to begin with the fiscal year ending June 30, 2021. The College retains the right, however, to cancel this contract at the end of any fiscal year’s audit, with sixty (60) days advance notice, for reasons of non-performance by the contractor.

2. Payment of each year’s fee will be made as follows: 1/3 at the time the preliminary work is started, 1/3 at the time the field work is started, and 1/3 after the oral presentations and final bound reports are delivered.

J. Report Review

Draft submission of the audit reports should be directed to the College’s Controller or their designee, at 3221 McKelvey Road, Bridgeton, Mo 63044. The Controller division employees will be responsible for preparing and/or coordinating any required responses.

K. Working Papers

1. Working papers need to be retained for at least three (3) years following completion of the audit.

2. For compliance purposes, working papers need to be available for review by authorized representative of federal, state, and local agencies to which the College is so obligated or by the College.

L. Right to Reject

The College reserves the right to reject any and all proposals submitted and to request additional information for all PROPOSERS. The contract awarded will be made to the independent auditor who, based on evaluation of all responses, applying all criteria and oral interviews, if necessary, is determined to be the best qualified to do the audit.

M. Proposal Evaluation Method

The following method will be used for evaluating all proposals received, which meet the mandatory qualifications listed in Section C.

1. All proposals will be scored on the technical factors. The College reserves the right to further evaluate only the bidders achieving the highest technical scores.

2. The finalists will be then evaluated for cost of the services being offered. The finalist who achieves the highest combined technical and cost score will be then recommended to the College’s Board of Trustees for the award of the contract.

3. The technical score will be based upon the following factors and points.
N. Format of the Request for Proposal Response

To facilitate a comparison, proposals should be organized in the following manner.

1. A title page should show the RFP subject, name of the independent auditor, local address, telephone number, name and title of the contact person, the date of submission, and the period for which the proposal is effective (non-rescindable).

2. A table of contents should show a clear and complete identification of the materials submitted by section and page number.

3. A letter of transmittal, which should be limited to one or two pages, should include a brief understanding of the services to be performed, a positive commitment to perform the service within the time period specified, and the names, titles, addresses and phone numbers of the persons authorized to represent the respondent. The letter of transmittal should also refer to a sealed envelope that contains the all-inclusive fee for the work to be done.

4. A profile of the independent auditor should include:
   a. The organization and size of the respondent, whether it is local, regional, national, or international in operations
   b. The location of the office from which the work is to be done and the number of professional staff by staff level at the office
   c. A description of the range of activities performed by the local office such as educational institution auditing, accounting, tax service or management services
   d. A statement that the staff is capable of auditing computerized systems, including the number and classifications of personnel skilled in computer sciences, who will work on audit
   e. A positive statement that the following mandatory criteria are satisfied:
   f. An affirmation that the PROPOSER is properly licensed for practice as a certified public accountant in the State of Missouri

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<td>Qualifications of Staff assigned to Audit, including consultants</td>
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<td>Firm’s understanding of work to be performed</td>
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<td>Total Technical Points</td>
<td>40</td>
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<td>Total Points for Cost of Audit</td>
<td>60</td>
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<tr>
<td>Maximum Point, technical and cost</td>
<td>100</td>
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g. An affirmation that the PROPOSER meets the independence requirements of the Standards for Audit of Governmental Organizations, Programs, Activities, and Functions.

h. An affirmation that the respondent does not have a record of substandard audit work, and

i. An affirmation from the respondent concerning the American Institute of Certified Public Accountants’ Interpretation 501-3, Failure to Follow Standards and/or Procedures or other Requirements in Governmental Audits

j. f. Provide a positive Peer Review Report on the organization’s system of quality control issued within the last three (3) years.

k. A summary of PROPOSER’s qualifications should include:

l. Identify the partner, audit managers, field supervisors, and other staff who will work on the audit, including staff from other than the local office. Resumes including relevant experience and continuing education for auditor in charge up to the individual (partner) with final responsibility for the engagement should be included. (The resumes may be included as an appendix.)

m. Describe the recent local and regional office auditing experience similar to the type of audit requested.

n. Provide some assurance with regard to the continuity of staff assigned to audit each year.

o. The PROPOSER’s should submit a work plan approach to the examination. The work plan should show how the PROPOSER would accomplish the scope of the required services in Section B. The work plan should include the time estimates for each significant segment of the work and staff level to be assigned.

p. The audit work plan should cover what audit work will be accomplished for the auditor to render:

q. The required opinion reports on the financial statements

r. A report on the study and evaluation of internal control systems

s. Report on the College’s control system to assure compliance and whether the College has complied with laws and regulations that may have an effect on each major federal assistance program, and

t. The audit work plans should demonstrate the auditor’s understanding of the audit requirements of a single audit as specified in OMB Circular A-133 and the audit tests and procedures to be applied in completing the audit plan.

1. The PROPOSER should clarify its understanding of the required reports and its ability to meet those requirements.

2. The PROPOSER should detail how it plans to meet the timeline (Section H) and reporting deadline requirements of the engagement.

3. All PROPOSERS must provide a transition plan for providing services with the exception of current provider.

4. The PROPOSER should detail the cost of the services being offered as follows. Note, in a separately sealed envelope, estimates for the total hours, the estimated out-of-pocket
costs, and the resulting all-inclusive maximum fee for the work requested to be done for each of the audit years. Also, show separate fees for the audit work of the Non-Certificated Employees Retirement Plan of the Junior College District of St. Louis, St. Louis County, Missouri and the St. Louis Community College Foundation that are included in the all-inclusive maximum fee.

Failure to comply with all requirements of the bid may result in the disqualification of your bid.

GENERAL INFORMATION

1. The current contract for audit services will expire in April 2021. This RFP has been issued to establish a new contract for audit services and to satisfy the College’s bid requirement for goods and services acquired at a certain dollar threshold.
2. The College does not issue interim financial statements, it does perform some month end closing processes.
3. The College does not have an audit committee.
4. The members of management meet monthly at the public Board of Trustees meetings.
5. The College’s Board Policies and Administrative Procedures provide guidance and controls typically found in an accounting manual. The risk assessment documentation also provides insight into the College’s procedures and controls.
6. A screening committee appointed by the Vice Chancellor for Finance and Administration will review proposals and make a recommendation for award of the contract for auditing services to the Board of Trustees.
7. Final audit field work typically begins in mid-August. The College provides a conference room, which accommodates 6 to 8 persons, for an audit team.
8. The College uses Ellucian Banner for: general ledger, student receivables, capital assets, payables, payroll, student financial aid, federal grants, and state grants. Nebraska Bookstore’s WIN Prism system is used for the bookstore point of sale transactions.
9. Organizational charts are available in Board Policies and Administrative Procedures which can be accessed through the College’s public website.

Failure to comply with all requirements of the bid may result in the disqualification of your bid.
Administrative Details and Checklist

1. This Request for Proposal does not commit the College to award a contract, to pay any cost incurred in the preparation of a proposal in response to this request, or to procure or contract for services. The College reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified sources, or to cancel in part or in its entirety this RFP if it is in the best interest of the College.

2. The College reserves the right to reject any and all offers, to waive minor irregularities in offers received, and to request additional information from proposers.

3. The College reserves the right to accept other than the lowest fees quoted.

4. The bidder(s) whose proposal represents the best business decision to the College, all factors considered will be recommended for award to the College’s Board of Trustees.

5. The College’s Board of Trustees has the sole authority to award a contract as a result of this Request for Proposal process.

6. All proposals must be signed by a duly authorized representative of the respondent with binding authority. Failure to sign the College Invitation for Bid document will result in automatic disqualification of that proposal.

7. After the bid opening the Proposal becomes the property of the College and is subject to the open records law of the State of Missouri (RSMo 610.021). Statement of confidentiality or proprietary information should not be included in the proposal. All proposals are required to become a matter of public record according to state law. Every effort will be taken, to the extent that it is legal to do so, to keep responses confidential. Notwithstanding the above, St. Louis Community College will not be held accountable if material from responses is obtained by other parties without written consent of the proposer.
GENERAL TERMS AND CONDITIONS

1. CONTRACT PERIOD
The contract shall not bind, nor purport to bind, the College for any contractual commitment in excess of the original contract period, which shall be determined. Service shall commence on the date as shown in the RFP and extend for a period of one year unless otherwise noted in the agreement. College will give as much advance notice as possible to the ending period.

2. REVISIONS TO THE SCOPE OF WORK
In the event the scope of work is revised, additional compensation shall be considered and negotiated at that time. The College may request other professional service not included in the proposal and may negotiate the related fees for such services.

3. COORDINATION OF ACTIVITIES
The contractor shall fully coordinate its activities in the performance of the contract with those of the College. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor throughout the effective period of the contract.

4. CONFIDENTIALITY
Inasmuch as under the contract the contractor may acquire confidential information, the contractor agrees to keep such information confidential. It is further understood and agreed that this obligation to keep such information confidential shall continue at all times beyond the completion of the contracted work.

5. REPLACEMENT AND/OR SUBSTITUTION OF PERSONNEL
The College reserves the right to have the contractor immediately remove or replace personnel whose performance the College determines to be unsatisfactory. There shall be no charge to the College for the contractor’s replacement of such personnel while under contract with the College. The contractor agrees and understands that the College’s agreement to the contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the contractor’s proposal. Therefore, the contractor agrees that no substitution of such specific individuals shall be made without the prior written notification to the College. The contractor further agrees that any substitution made pursuant to this paragraph must be equal to or better that originally proposed and that the notification of a substitution shall not be construed as an acceptance by the College.

6. CLARIFICATION OF CONTRACT
The College reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the contractor’s proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal document shall govern.

7. FORCE MAJEURE
Neither party shall be liable for delays, or defaults in the performance of this Contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action, or any other causes of a similar character beyond its control and without its fault or negligence.

8. GOVERNING LAW
This contract shall be construed according to Missouri law, which is interpreted without regard to its conflicts of laws principles.

9. BANKRUPTCY OR INSOLVENCY
In the event of proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Supplier, the College may cancel this Contract or affirm the Contract and hold Supplier responsible in damages.

10. INSURANCE/INDEMNIFICATION
The Contractor shall pay for and maintain, until all work is completed, such insurance as will protect him and the College from claims under Workers’ Compensation Acts, Workers’ Occupational Disease Acts, and from any other
claims for damages to property or for bodily injury, including death, which may arise from operations under this agreement whether such operation be by himself or any subcontractor or anyone directly or indirectly employed by either of them. Such insurance shall cover all contractual obligations, which the Contractor has assumed including the “Hold Harmless Agreement”. This provision shall state the Contractor agrees to indemnify and save harmless the College and its agents and employees from and against all claims for injury to person or damage to property arising from his work or work performed by any of his subcontractors or their employees.

11. INSURANCE/CERTIFICATES & LIMITS
The following insurance shall be taken out and maintained at the Contractor’s expense:

A. Workers’ Compensation and Occupational Diseases shall have statutory limits.
B. Employers’ Liability shall be in an amount not less than $100,000 (Coverage B).
C. Comprehensive General Liability: Bodily Injury and Property Damage: $2,000,000 Combined Single Limits (or Bodily Injury and Property Damage $2,000,000). Contractual Liability coverage including the “Hold Harmless Agreement” must be fully insured under this policy for the liability limits set forth above. Contractor’s Protective Liability coverage must be included for the liability limits set forth above. The Contractor’s Comprehensive General Liability Insurance shall include and provide:
   1. Coverage for bodily injury and/or property damage on an “occurrence” basis with an approved definition.
   2. A broad form property damage endorsement.
   3. Completed operations liability.
   4. If applicable to work under this agreement, the Contractor shall provide proper endorsements to cover property damage liability normally excluded under insurance code numbers bearing the symbols “X”, and/or “C” and/or “U”. St. Louis Community College shall be named as additional insured.
D. Comprehensive Automobile Liability Insurance: Bodily Injury and Property Damage: $500,000 combined single limits (or $250,000/$500,000 Bodily Injury, $500,000 Property Damage). This insurance must include non-owned, hired or rented vehicles as well as owned vehicles.

12. TAXES
The Contractor shall take into account that the College, a government subdivision, is exempt from most state and federal taxes. (Tax Exemption No. 11166584)

13. PAYMENTS
Contractor shall submit invoice(s) upon completion of the work each month. The College shall make payment within (30) days of receipt of invoice.

14. PAYMENTS WITHHELD
The College shall have the right to hold or delay payments if the contractor fails to complete work for the month within scheduled time limits and/or the contractor’s work is unsatisfactory or incomplete for a particular period.

15. CANCELLATION
Either party may terminate or revise this agreement if agreed to by giving the other party fourteen (14) day’s prior written notice.

16. CONTRACTOR INSURANCE
Contractor shall maintain at his expense all insurance required protecting his employees and his operations fully while on the College’s property including Workers’ Compensation, Employees’ Liability, Comprehensive General Liability, and Comprehensive Vehicle Liability Insurance. Contractor shall provide copies of the Certificate of Insurance to the College naming the College as co-insured after award of agreement.
17. COLLEGE LIABILITY
The College shall not be liable for any injury to any employee of the Contractor while said employee shall be performing work pursuant to the agreement, and the Contractor hereby indemnifies the College and agrees to hold it harmless from any and all claims made by any employee who may be injured on the College’s property by any cause to the extent attributable to the Contractor’s negligence and from all costs arising from such claim or claims including court costs and reasonable attorney’s fees.

18. SAFETY
It will be the responsibility of this Contractor to initiate, maintain, and supervise all safety precautions and programs in connection with the work. This includes compliance with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority for safety of persons or property.

19. COMPLIANCE WITH APPLICABLE LAWS
The contractor warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipal governmental authority or agency in providing the services covered by this Contract, including, but not limited to, Fair Labor Standards Act of 1938 as amended.

20. NON-DISCRIMINATION IN EMPLOYMENT
In connection with the furnishing of supplies or performance of work under this Contract, the Supplier agrees to comply with the Fair Labor Standard Act, Fair Employment Practices Act, Equal Opportunity Employment Act, Americans With Disabilities Act, and all other applicable Federal and State laws and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

21. ASSIGNMENT OF AGREEMENT
The agreement shall not be assignable by the Contractor in whole or in part without the written consent of the College.

22. NOTICE AND SERVICE THEREOF
Any notice to Supplier from the College relative to any part of this Contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified, or regular mail, to the Supplier at his last given address, or delivered in person to Supplier or his authorized representative.

23. COMPLETE AGREEMENT
The Contract expresses the complete agreement of the parties. Any changes, additions or modifications hereto must be in writing and signed by the Manager of Purchasing. No other individual is authorized to modify the Contract in any manner.
NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS RE: RSMO 285.530

Effective January 1, 2009 and pursuant to the state of Missouri’s RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., St. Louis Community College) to a business entity, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

St. Louis Community College, in order to comply with sections 285.525 through 285.550 RSMO, requires the following bid and contract documents:

Required Affidavit for Contracts Over $5,000.00 (US) Effective 1-1-2009. Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

1. That Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. That Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

St. Louis Community College encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program and the service is free. Information regarding E-Verify is available at [www.uscis.gov](http://www.uscis.gov) scroll to the bottom of the page and select the E-verify link or by calling 888-464-4218. You may also access the website to begin the registration process at [https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES](https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES).

If you have any questions, please contact St. Louis Community College, Purchasing Department at 314-539-5227.
AFFIDAVIT

The undersigned, being duly sworn upon oath, deposes and states as follows:

1. I am authorized to execute this affidavit and to enter into contracts on behalf of the following business entity or employer authorized to conduct business in the State of Missouri (hereinafter referred to as “Contractor”): ______________________________.

2. I am the ____________________________ for Contractor and I have personal knowledge of the facts stated herein.

3. On or about _____________________, Contractor entered into a contract with St. Louis Community College (“Political Subdivision”), for the provision of Independent Auditing Services, as more fully described in B0004037 (hereinafter referred to as “Contract”).

4. Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the Contract.

5. On or about _____________________, Contractor enrolled and began participating in E-Verify, a federal work authorization program managed by the Department of Homeland Security (“DHS”) and the Social Security Administration (“SSA”), as referred to in the Revised Statutes of the State of Missouri, § 285.530.

6. Pursuant to a Memorandum of Understanding between Contractor, DHS, and SSA (hereinafter referred to as the “Memorandum of Understanding”), Contractor is obligated to verify each employee hired after _____________________ (hereinafter referred to as the “Enrollment Date”), and Contractor hereby affirms its compliance with all obligations contained in the Memorandum of Understanding.

7. Contractor affirms that it is now and shall remain registered in E-Verify up to and including the term of the Contract and that, in addition to the Memorandum of Understanding, Contractor has provided Political Subdivision with supporting documentation regarding all employees hired after the Enrollment Date who are working in connection with the Contract.

8. Contractor affirms that if it is determined that an employee is not eligible to work on the contract, Contractor shall immediately remove the employee from the Contract, pending resolution of the matter with the appropriate state and federal authorities.

9. Contractor affirms its understanding of the requirements of the Revised Statutes of the State of Missouri, §§ 285.525 to 285.550, including the right of the State to terminate the contract and permanently suspend or debar Contractor from doing business with the State under certain circumstances.
AFFIDAVIT

Dated this _____ day of _______________, 2021.

__________________________________________

STATE OF

COUNTY OF

On this____day of _______________ in the year 2021, before me, __________________________, a Notary Public in and for said State, personally appeared __________________________, known to me to be the person who executed the within Affidavit, and acknowledged to me that _________________ executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of___________ and State aforesaid, the day and year first above written.

__________________________________________
Signature of Person Executing Affidavit

__________________________________________
Signature of Notary Public

My Commission Expires: