

FIRST AMENDMENT TO AGREEMENT

PROFESSIONAL PERFORMANCE (INTEGRATED) AUDIT SERVICES

Between

CITY OF COLUMBIA, MISSOURI

And

RUBINBROWN LLP

For

CONTRACTS PERFORMANCE AUDIT

THIS AMENDMENT (hereinafter "Amendment") is made by and between the City of Columbia, Missouri (hereinafter "CITY"), a Constitutional charter city of the State of Missouri, and RubinBrown LLP, a limited liability partnership organized in the State of Missouri, and with authority to transact business within the State of Missouri, (hereinafter "CONTRACTOR"), both parties to an Agreement for Professional Services authorized by City Council on June 01, 2020, (hereinafter "Original Agreement"), and is entered into on the date of the last signatory below (hereinafter "Effective Date"). CITY and CONTRACTOR are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, CITY and CONTRACTOR entered into Original Agreement for the purpose of providing CITY with certain technical and professional performance (integrated) audit services; and

WHEREAS, both Parties wish to mutually amend Original Agreement to expand the scope of services to include a Contracts Performance Audit (hereinafter "Services"), which Services will take approximately two hundred-seventy (270) hours at a cost to CITY that shall not exceed fifty-four thousand dollars (\$54,000) and are described in Attachment 2 to this Amendment;

WHEREAS, both Parties now wish to amend the Original Agreement pursuant to the terms and conditions provided for in this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

- I. **General.** All terms and provisions of Original Agreement, a copy of which is attached hereto as **Attachment 1** and made a part of this Amendment, will remain in full force and effect on both Parties, except as amended in this Amendment. If there is conflict between this Amendment and the Original Agreement, or any earlier amendment, then the terms of this Amendment will prevail.
- II. **Amendment.** Both Parties agree to amend Original Agreement in the following manner:

- a. Section 1.a. The following is an addition to Section 1.a:

“The scope of services includes a **Contracts Performance Audit**. The Services are more fully described in CONTRACTOR’S Engagement Planning Memo, a copy of which is attached hereto as **Attachment 2** of the first Amendment to this Agreement and made a part of this Agreement.”

- b. Section 6. The following is an addition to Section 6:

“Pursuant to **Attachment 2** of the first Amendment to this Agreement, the Parties have established a cost not-to-exceed of fifty-four thousand dollars (\$54,000) for CONTRACTOR’S Services as outlined in this Amendment. CONTRACTOR shall be required to keep track of the work billable under this Amendment at all times; and any work in excess of the cost not-to-exceed shall not be eligible for payment. CONTRACTOR shall notify CITY if CONTRACTOR anticipates that the Amendment amount may be exceeded, in order to determine whether or not CITY is prepared to increase the total compensation. It is expressly understood that the total compensation to be paid to CONTRACTOR for Services set forth in this Amendment shall not exceed fifty-four thousand dollars (\$54,000).”

- III. **Confirmation of Original Agreement as Amended.** The Parties hereby adopt, ratify, and confirm the Original Agreement as it is amended by this Amendment. This Amendment shall be binding on, and inure to the benefit of, the parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment by their duly authorized representatives as of the date of the last signatory hereto.

CITY OF COLUMBIA, MISSOURI

By: _____ 

John Glascock, City Manager

Date: _____

ATTEST:

By: _____

Sheela Amin, City Clerk

Name: _____

APPROVED AS TO FORM:

By: _____

Nancy Thompson, City Counselor / MDB

CERTIFICATION: I, hereby certify that this Amendment is within the purpose of the appropriation to which it is to be charged, Account Number _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____

Matthew Lue, Director of Finance

(Seal)

RUBINBROWN LLP

By:  _____

Date: 3/23/21 _____

ATTEST:

Attachment 1

AGREEMENT
For
PROFESSIONAL SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
RUBINBROWN LLP
For
PERFORMANCE (INTEGRATED) AUDIT SERVICES

THIS AGREEMENT (hereinafter "Agreement") by and between the City of Columbia, Missouri, a municipal corporation (hereinafter called "CITY"), and **RubinBrown LLP**, a **limited liability partnership** organized in the State of **Missouri**, and with authority to transact business within the State of Missouri, (hereinafter called "CONTRACTOR"), is entered into on the date of the last signatory noted below ("Effective Date"). CITY and CONTRACTOR are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, CITY needs certain technical and professional services as described more fully in CITY's request for proposals number **64/2020** (hereinafter referred to as "RFP"); and

WHEREAS, CONTRACTOR has submitted its proposal dated **March 18, 2020** (hereinafter referred to as "CONTRACTOR's Proposal") to CITY in response to CITY's request for proposals; and

WHEREAS, CONTRACTOR has made certain representations and statements to CITY with respect to the provision of such services, and CITY desires to accept said CONTRACTOR's Proposal on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows.

1. **Services and Performance Standards.**

a. **Scope of Services.** The scope of services involves the professional and technical consulting services for **Performance (Integrated) Auditing Services** (hereinafter "Services"). The Services are more fully described in CITY's RFP, which is attached as Exhibit A, and in CONTRACTOR's Proposal, which is attached as Exhibit B.

b. Prior to beginning any work on Services, CONTRACTOR shall resolve with CITY any perceived ambiguity in Services. CITY shall issue a written notice to proceed unless the terms of the RFP provide otherwise.

c. CONTRACTOR shall exercise reasonable skill, care and diligence in performance of its services and will carry out its responsibilities in accordance with the generally accepted standards of good professional practices in effect at time of performance. If CONTRACTOR fails to meet the foregoing standards, CONTRACTOR shall perform at its own cost, and without reimbursement from CITY, the professional services necessary to correct the material errors and omissions which are caused by CONTRACTOR's failure to comply with the above standard. **Time is of the essence for all Services provided under this contract.**

d. No Services provided under this contract may be performed by subcontractors unless use of the subcontractor is approved in advance in writing by the CITY's Purchasing Agent. As of the Effective Date, no subcontractors have been approved by the CITY. Any billing rate for subcontractor services shall require a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the CITY's Purchasing Agent prior to the performance of any work by that subcontractor.

2. Addition or Deletions to Services. CITY may add to CONTRACTOR's services or delete therefrom, provided that the total cost of such work does not exceed the total cost allowance as specified herein. CONTRACTOR shall undertake such changed activities only upon the written direction of CITY. All such directives and changes shall be in the form of a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the CITY's Purchasing Agent prior to the effective date of such modification.

3. Exchange of Data. All information, data, and reports in CITY's possession and necessary for the carrying out of the work, shall be furnished to CONTRACTOR without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

4. Personnel. CONTRACTOR represents that CONTRACTOR will secure at CONTRACTOR's own expense, all personnel required to perform the Services called for under this Agreement by CONTRACTOR. Such personnel shall not be employees of or have any contractual relationship with CITY, except as employees of CONTRACTOR. All of the Services required hereunder will be performed by CONTRACTOR or under CONTRACTOR's direct supervision. All CONTRACTOR's personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such Services. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of CITY.

5. Term. The initial term of this Agreement shall be for a period of one year beginning on the Effective Date with a unilateral option by the CITY to renew for up to four (4) additional one-year periods, each to be exercised separately. CONTRACTOR shall give notice of any change in fee rates for the upcoming term at least ninety (90) days in advance of the expiration of the initial term and ninety (90) days before the expiration of any renewal term. No later than sixty (60) days before the expiration of

the initial term and sixty (60) days before the expiration of any renewal term, CITY shall provide notice to CONTRACTOR of CITY's interest in extending the Agreement for an additional term. In addition, the CITY's Purchasing Agent shall have the right, at the CITY's sole option, to extend the contract for three (3) months as necessary to allow for the completion of the services that are scheduled for completion beyond the expiration of the contract. Such services must have been scheduled (1) prior to the expiration of the contract, and (2) prior to the award of any succeeding contract. In the event the Purchasing Division exercises such right, all other terms and conditions, requirements and specifications of the contract, including prices, applicable to financial advisory services shall remain the same and shall apply during the extension period.

6. Fees and Costs. In Exhibits A and B, the Parties have established the terms of payment and a fee schedule for CONTRACTOR's Services applicable to the initial term. The initial audit will examine the Budgeting process, Cash Management/Investing, and a review of the policies and procedures of the Finance Department and all Utility Departments and the fee for these services shall be \$21,000.00.

Any additional services provided in the first year will be at the fee rates indicated in Exhibit B. For each subsequent task or audit assigned, the contractor shall submit for approval before field work commences:

- An audit plan with detailed audit steps,
- Personnel assignments,
- An estimate of hours, total cost, and
- Dates for completing various audit milestones and deliverables.

If during an audit, the contractor reasonably determines that the hours to complete the task will exceed the originally approved estimated hours, the contractor must submit in written request to approve the additional time. The contractor's written request must include all reasons for the additional time, as well as the new estimate of hours to complete the task. No additional cost shall be paid by the CITY unless the written request for the additional hours has been approved by the CITY's Purchasing Agent.

For those services billed on an hourly basis, CONTRACTOR shall be required to keep track of the amount of hours billable under this Agreement at all times. Costs may be billed if documented in accordance with the RFP, Exhibit A. CONTRACTOR shall submit invoices for fees and costs as provided and allowed in Exhibit As and B, and payment of fees and charges will be made by the CITY to the extent and as provided in Exhibit A.

7. Payment.

a. Conditioned upon acceptable performance. Provided CONTRACTOR performs the services in the manner set forth in paragraph 1 hereof, CITY agrees to pay CONTRACTOR in accordance with the terms outlined herein, which shall constitute complete compensation for all services to be rendered under this Agreement; provided, that where payments are to be made periodically to

CONTRACTOR for services rendered under this Agreement, CITY expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and materially satisfactory manner.

b. CITY shall have ten (10) days from the date of receipt of the invoice to register CITY's disapproval of the work billed on that invoice. Following CONTRACTOR's receipt of said disapproval, CONTRACTOR shall have ten (10) days to cure the issues presented. If cure cannot be obtained within ten (10) days, CONTRACTOR shall notify CITY of the proposed amount of time for cure, and reach an agreement as to an acceptable alternative deadline.

c. CITY shall pay CONTRACTOR within thirty (30) days of receipt of an invoice.

8. Termination of Agreement.

a. By CITY.

i. Termination for Breach. Failure of CONTRACTOR to fulfill CONTRACTOR's obligations under this Agreement in a timely and satisfactory manner in accordance with the schedule and description of Services agreed to by both Parties shall constitute a breach of this Agreement, and CITY shall thereupon have the right to immediately terminate this Agreement. CITY shall give seven (7) days written notice of termination to CONTRACTOR by one of three different means: Facsimile Transmission ("FAX") if CONTRACTOR has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to CONTRACTOR; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to CONTRACTOR or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, CITY, at its sole option, may utilize any and all finished or unfinished documents, data, studies, and reports or other materials prepared by CONTRACTOR under this Agreement prior to the date of termination. CONTRACTOR shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any such breach of this Agreement by CONTRACTOR.

ii. Termination for Convenience. CITY shall have the right at any time by written notice to CONTRACTOR to terminate and cancel this Agreement, without cause, for the convenience of CITY, and CONTRACTOR shall immediately stop work. In such event CITY shall not be liable to CONTRACTOR except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by CONTRACTOR for the performance of the cancelled portions of the Agreement, including a reasonable allowance of profit applicable to the actual work performed and such preparations. In the event of termination for convenience, CITY, at its sole option, may purchase, for

just and equitable compensation any and all finished or unfinished documents, data, studies, and reports or other materials prepared by CONTRACTOR under this Agreement. Anticipatory profits and consequential damages shall not be recoverable by CONTRACTOR.

- b. By CONTRACTOR. CONTRACTOR may terminate this Agreement without penalty to or further obligation to CITY: (1) if CITY breaches this Agreement and fails to correct such breach within 30 days of CONTRACTOR providing notice of such breach., or (2) immediately upon notice to CITY if information comes to CONTRACTOR's attention indicating that performing such tasks will cause CONTRACTOR to be in violation of any applicable law. In the event of termination under 8.b(1), CITY will pay the CONTRACTOR for fees and expenses that the CONTRACTOR has incurred, or will incur through such transition, and those for which it becomes obligated prior to receiving CONTRACTOR's notice of termination. In the event CONTRACTOR terminates the contract pursuant to 8.b.(2), CONTRACTOR will pay CITY the reasonable cost of completion by a third party of the work currently in progress to the extent such cost is above any approved estimate received by CONTRACTOR from the CITY.

10. **Conflicts.** No salaried officer or employee of CITY and no member of City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having such interest shall be employed.

11. **Assignment.** CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of CITY thereto. Notice of such assignment or transfer shall be furnished in writing promptly to CITY. Any such assignment is expressly subject to all rights and remedies of CITY under this Agreement, including the right to change or delete activities from this Agreement or to terminate the same as provided herein, and no such assignment shall require CITY to give any notice to any such assignee of any actions which CITY may take under this Agreement, though CITY will attempt to so notify any such assignee.

12. **Compliance with Laws.** CONTRACTOR agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of Services hereunder.

13. **Employment Of Unauthorized Aliens Prohibited.** CONTRACTOR agrees to comply with Missouri State Statute section 285.530 in that CONTRACTOR shall not 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 this Agreement, CONTRACTOR 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.

CONTRACTOR shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted Services. CONTRACTOR shall require each subcontractor to affirmatively state in its contract with CONTRACTOR that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. CONTRACTOR shall also require each subcontractor to provide CONTRACTOR with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

14. **General Independent Contractor Clause.** This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the CONTRACTOR will be an independent contractor and not CITY's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder. CONTRACTOR agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between CONTRACTOR and CITY, and CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

15. **Insurance.** CONTRACTOR shall maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the CITY's review or acceptance of insurance maintained by CONTRACTOR is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by CONTRACTOR under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

a. **Workers' Compensation & Employers Liability.** CONTRACTOR shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.

b. **Commercial General Liability.** CONTRACTOR shall maintain Commercial General Liability at a limit of \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

c. **Business Auto Liability.** CONTRACTOR shall maintain Business Automobile Liability at a limit of \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event CONTRACTOR does not own automobiles, CONTRACTOR agrees to maintain

coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

d. CONTRACTOR may satisfy the liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. CONTRACTOR agrees to endorse CITY as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

e. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the Services to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Agreement between the CONTRACTOR and CITY. CONTRACTOR is required to maintain coverages as stated and required to notify CITY of a Carrier Change or cancellation within two (2) business days. CITY reserves the right to request a copy of the policy

f. The Parties hereto understand and agree that CITY is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to CITY, or its elected officials or employees.

g. Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event CONTRACTOR fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, CITY shall have the right to cancel and terminate this Agreement without notice.

h. The insurance required by the provisions of this article is required in the public interest and CITY does not assume any liability for acts of CONTRACTOR and/or CONTRACTOR's employees and/or CONTRACTOR's subcontractors in the performance of this Agreement.

16. **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, CONTRACTOR shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against damages, and expenses (including but not limited to reasonable attorney's fees) (collectively "Losses") to the extent such Losses are incurred with respect to claims instituted by any third party ("Third Party Claim") arising by reason of any from a material breach or grossly negligent act or omission of CONTRACTOR or any subcontractor (meaning anyone, including but not limited to contractors having a contract with CONTRACTOR or a subcontractor for part of the Services), of anyone directly or indirectly employed by CONTRACTOR or by any

subcontractor, or of anyone for whose acts CONTRACTOR or its subcontractor may be liable, in connection with providing these Services as finally determined by a judge or jury. This provision does not, however, require CONTRACTOR to indemnify or hold harmless the City of Columbia from its own actions, inactions, (willful or otherwise), or its own negligence. Notwithstanding the foregoing, CONTRACTOR's total maximum indemnity obligations to City of Columbia, its directors, officers, agents, and employees (and any purported third-party beneficiaries) per claim and in the aggregate shall be limited to and under no circumstances shall exceed the amount of fees paid by City of Columbia pursuant to this Agreement up through the date the CITY provides proper notice and indemnity demand to CONTRACTOR ("Indemnity Cap").

17. **No Waiver of Sovereign Immunity.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

18. **Limitation of Liability.** The liability of CONTRACTOR (including its partners, employees, agents and affiliated companies) to CITY (and any purported third-party beneficiaries) for any claim or damages (including but not limited to incidental, special, exemplary, punitive, economic, or consequential), whether in contract, strict liability, tort (including but not limited to CONTRACTOR's negligence or fault, except that this provision does not purport to limit liability for CONTRACTOR's intentional/willful torts or for any other liabilities for which a limitation of liability is prohibited by Missouri law), or otherwise, arising out of, connected with, or resulting from CONTRACTOR's services, work product or deliverables or the Engagement generally, shall not exceed all fees related to the Agreement giving rise to such claim paid by CITY to CONTRACTOR, even if CONTRACTOR has been advised of the possibility of such claims or damages.

19. **Professional Oversight Indemnification.** CONTRACTOR understands and agrees that CITY has contracted with CONTRACTOR based upon CONTRACTOR's representations that CONTRACTOR is a skilled professional and fully able to provide the Services set out in this Agreement. In addition to any other indemnification set out in this Agreement, CONTRACTOR agrees to defend, and, and subject to the Indemnity Cap, indemnify and hold harmless CITY from Losses to the extent such Losses are incurred with respect to claims instituted by any third party ("Third Party Claim") arising out of CITY's alleged negligence in hiring or failing to properly supervise CONTRACTOR.

20. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

21. **No Third-Party Beneficiary.** No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under this Agreement.

22. **Notices.** Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to CITY:

City Purchasing Agent
Finance Department
701 E. Broadway
P.O. Box 6015
Columbia, MO 65205-6015
Telephone: (573) 874-7375

If to CONTRACTOR:

RubinBrown LLP
One North Brentwood
St. Louis, MO 63105
ATTN: Richard Feldt, CPA, CGMA

With a copy to:

Finance Department

P.O. Box 6015
Columbia, MO 65205-6015
ATTN: **Matthew Lue, Finance**
Director

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

23. **Public Records Act.** CITY is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law as amended and CONTRACTOR agrees to maintain the confidentiality of information which is not subject to public disclosure under the Sunshine Law.

24. **Amendment.** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

25. **Contract Documents.** The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference and enforceable as a term of this Agreement.

Exhibit:

- A CITY's RFP
- B CONTRACTOR's Proposal and Pricing Proposal

In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control. The fact that a particular term of the Contract Documents is, or is not, mentioned in this Agreement does not alter the enforceability of that term. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above.

26. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Parties relative to the Services herein. All previous or contemporaneous contracts, representations, promises and conditions relating to CONTRACTOR's Services described herein are superseded.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year written below.

City of Columbia, Missouri

By: John Glascock, City Manager

Date: John Glascock 6/15/2020

ATTEST:

Sheela Amin
By: Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson
By: Nancy Thompson, City Counselor

CERTIFICATION: I, hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account Number **11000510-504990**, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: Matthew Lue
~~Janet Frazier, Interim Director of Finance~~

Matthew Lue

RubinBrown LLP

(Seal)

By: Phil R. [Signature]

Date: June 2, 2020

ATTEST:

By: _____

Name: _____

CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

County of St-Louis)
State of Missouri)SS.

My name is Richard Feldt. I am an authorized agent of Reubin Brown LLP (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Richard Feldt
Affiant

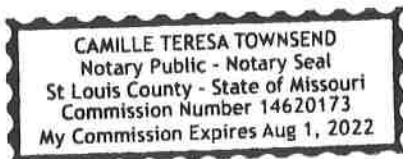
Richard Feldt
Printed Name

Personally appeared before me, a Notary Public, within and for the County of St Louis,

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this 8th day of JUNE, 2020.
My Commission expires 8/1, 2022

Camille Townsend
(Notary Public)



NOTICE TO VENDORS

Sections 285.525 To 285.550 RSMo.

Pursuant to section 285.530 (1) RSMo., 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 to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, 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)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City of Columbia requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:
<http://www.dhs.gov/e-verify>

Rick Feldt

From: Luanne Repaso
Sent: Friday, June 5, 2020 5:06 PM
To: Lynn Davis; Rick Feldt
Cc: Kara Hershberger
Subject: RE: Columbia MO project
Attachments: RubinBrown LLP MOU.pdf

Rick,

I've submitted info in the past for verification on municipal proposals/projects. Our e-verify process is automatic through our onboarding vendor.

Let me know if you have any questions about the attached.

Luanne Repaso, PHR

Director, Human Resources

[Send me files securely](#)



p: 314.290.3393

a: 1 N Brentwood | Ste 1100 | St. Louis, MO 63105

e: luanne.repaso@rubinbrown.com

w: www.RubinBrown.com



An independent member of Baker Tilly International

From: Lynn Davis <Lynn.Davis@RubinBrown.Com>
Sent: Friday, June 5, 2020 11:37 AM
To: Rick Feldt <Rick.Feldt@RubinBrown.Com>; Luanne Repaso <Luanne.Repaso@RubinBrown.Com>
Cc: Kara Hershberger <kara.hershberger@rubinbrown.com>
Subject: RE: Columbia MO project

Hi Rick,

We are enrolled in E-Verify. Regarding documentation, I am not aware we have a certificate or document for this. It is public record so we could pull a screen shot online showing our enrollment if needed. I copied Luanne to see if she is aware of anything more formal than this.

Lynn K. Davis, SPHR, SHRM-SCP

Chief of Staff



p: 314.290.3450
a: 1 N Brentwood | Ste 1100 | St. Louis, MO 63105

e: lynn.davis@rubinbrown.com
w: www.RubinBrown.com

An independent member of Baker Tilly International

From: Rick Feldt <Rick.Feldt@RubinBrown.Com>
Sent: Friday, June 5, 2020 10:11 AM
To: Luanne Repaso <Luanne.Repaso@RubinBrown.Com>; Lynn Davis <Lynn.Davis@RubinBrown.Com>
Cc: Kara Hershberger <kara.hershberger@rubinbrown.com>
Subject: Columbia MO project

Luanne and Lynn,

We are in the process of signing an EL with the City of Columbia, MO. They are requiring that we certify that we are enrolled in a federal work authorization program as described in the attachment above. The certification is on page 2 of the attachment.

Are we enrolled in such a program and do we have the documentation that is required to be attached.

Thanks

Rick

Richard R. Feldt

Partner, Business Advisory Services Group



p: 314.290.3220
m: 636.699.5908
a: 1 N Brentwood | Ste 1100 | St. Louis, MO 63105
e: rick.feldt@rubinbrown.com
w: www.RubinBrown.com
An independent member of Baker Tilly International

SEND ME FILES SECURELY

From: Cale Turner <cale.turner@como.gov>
Sent: Tuesday, June 2, 2020 8:32 AM
To: Rick Feldt <Rick.Feldt@RubinBrown.Com>; Kara Hershberger <kara.hershberger@rubinbrown.com>
Cc: Matthew Lue <matthew.lue@como.gov>; De'Carlton Seewood <decarlon.seewood@como.gov>; James McDonald <james.mcdonald@como.gov>
Subject: [EXTERNAL] 64/2020 Performance (Integrated) Audit Services

Mr. Feldt:

The attached agreement was approved by the City Council last night so we can move forward with contract execution.

To begin execution of the contract process, RubinBrown LLP must provide the following:

- 1) Print, Complete, Sign and Mail Three (3) copies of the attached contract documents and work authorization affidavit. (electronic submission is not permitted)**
- 2) Provide the required insurance certificate as stated in Section 15 of the contract. The insurance certificate must comply with the insurance requirements stated in Section 15.**

As soon as the contracts are executed by the City, one original will be sent to you which will serve as the Notice to Proceed with the services at that time.

Thanks

Cale Turner
Purchasing Agent
Finance Department, Purchasing Division



City of Columbia
701 E Broadway, 5th Floor
Columbia, MO 65201

(w) 573-874-7375 | (m) 573-864-5796
cale.turner@como.gov | www.como.gov/finance/vendors/

City of Columbia Vision: *Columbia is the best place for everyone to live, work, learn and play.*
City of Columbia Mission: *To serve the public through democratic, transparent and efficient government.*



SOLICITATION NO.: 64/2020
BUYER: Cale Turner, CPPB
PHONE NO.: (573) 874-7375
E-MAIL: cale.turner@como.gov

TITLE: Performance (Integrated) Audit Services

ISSUE DATE: February 6, 2020

RETURN PROPOSAL NO LATER THAN: March 13, 2020 AT 5:00 PM CENTRAL TIME (END DATE)

OFFERORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH THE CITY'S E-BIDDING WEBSITE BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type **Solicitation Number** and **End Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing Division office (701 E. Broadway, 5th Floor) by the return proposal date and time.

<p>(U.S. Mail) RETURN PROPOSAL TO: CITY OF COLUMBIA PURCHASING PO BOX 6015 COLUMBIA MO 65205</p>	<p>or</p>	<p>(Courier Service) CITY OF COLUMBIA PURCHASING 701 E. BROADWAY, 5th FLOOR COLUMBIA MO 65201</p>
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CONTRACT PERIOD: Effective Date of Contract through One (1) Year – Shall Not Exceed Five Years

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

**City of Columbia, Finance Department
 701 E. Broadway, 5th Floor
 Columbia, MO 65201**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein. The offeror further agrees that the language of this RFP shall govern in the event of a conflict with the proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Purchasing Division or when a Contract is signed and issued by an authorized official of the City of Columbia, a binding contract shall exist between the offeror and the City of Columbia.

SIGNATURE REQUIRED

OFFEROR NAME
MAILING ADDRESS
CITY, STATE, ZIP CODE

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
OFFEROR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

1. INTRODUCTION AND GENERAL REQUIREMENTS

INTRODUCTION:

This document constitutes a request for competitive, sealed proposals for the provision of performance (integrated) audit services for the City of Columbia (hereinafter referred to as City) as set forth herein.

Organization - This document, referred to as an RFP, is divided into the following parts:

Introduction and General Information
Technical Specifications/Scope of Work
Proposal Submission Information
Exhibits A – F

Terminology/Definitions: Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any addendum thereto, the definition or meaning described below shall apply.

- Addendum/Amendment means a written, official modification to an RFP.
- Attachment applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- Proposal end date and time and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- Offeror means the supplier, vendor, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- Buyer means the procurement staff member of the Purchasing Division. The contact person as referenced herein is usually the buyer.
- Contract means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- Contractor means a supplier, offeror, person, or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- Exhibit applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified end date and time.
- Request for Proposal (RFP) means the solicitation document issued by the Purchasing Division to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes all exhibits, attachments, and addendums thereto.
- May means that a certain feature, component, or action is permissible, but not required.
- Must means that a certain feature, component, or action is a mandatory condition.
- Shall have the same meaning as the word must.
- Should means that a certain feature, component and/or action are desirable but not mandatory.

BACKGROUND INFORMATION:

The City of Columbia, Missouri is a full-service city and has a Council-Manager form of government. It is the county seat of Boone County and home to the University of Missouri. With an estimated 123,180 residents 2018, Columbia is Missouri's fourth most-populous and fastest growing city.

The Adopted Fiscal Year 2020 (FY20) annual budget is \$488.2 million. The City employs 1,517 permanent employees.

For general information about the City, the Mayor and Council, and City departments, please visit the City's web site at <http://como.gov>.

Although an attempt has been made to provide accurate and up-to-date information, the City of Columbia, Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

SCHEDULE OF ACTIVITIES:

DATE	ACTIVITY
02/21/2020	Close of written <i>Requests for Additional Information</i>
02/28/2020	Written responses to <i>Requests for Additional Information</i> sent to all
03/13/2020	Request for Proposal is due by 5:00 p.m. CST
05/01/2020	Contract Start Date
The above dates are target dates and may change.	

PROPOSAL SUBMISSION:

Proposals may be submitted in a sealed envelope at the purchasing office or uploaded electronically on the City's E-bidding website. No fax or e-mail proposals will be accepted. Sealed proposals must be delivered to the Finance Department, Purchasing Division, 701 E. Broadway, 5th Floor, Columbia, MO 65201 by the closing date and time. Proposals received after the appointed time will be determined non-responsive and will not be opened. Sealed proposals must be submitted in five (5) copies, one of which must be an original and so marked. The proposals must be in sealed envelopes and marked in bold letters "64/2020 – Performance (Integrated) Audit Services."

QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL:

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail or fax to the name below. You are encouraged to submit your questions via e-mail.

Cale Turner, CPPB
 Phone: 573-874-7375
 E-mail: cale.turner@como.gov

Any oral responses to any question shall be unofficial and not binding on the City of Columbia. An Addendum to this RFP providing the City of Columbia's official response will be issued if necessary to all known prospective offerors. Questions must be submitted no later than 5:00 p.m. on February 21, 2020.

This written *Request for Additional Information* will take place of the normal Pre-Proposal Conference.

VALIDITY OF PROPOSALS:

Offerors agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

REJECTION OF PROPOSALS:

The City of Columbia reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City of Columbia to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.

WITHDRAWAL OF PROPOSALS:

Any offeror may withdraw his or her proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for the receipt of proposals.

ALTERATION OF SOLICITATION:

The wording of the City of Columbia's solicitation may not be changed or altered in any manner. Offerors taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City of Columbia, whose decision will be final.

RESPONSE MATERIAL OWNERSHIP:

All material submitted regarding this RFP becomes the property of The City of Columbia. Any person may review proposals after the Agreement has been issued, subject to the terms of this solicitation.

INCURRING COSTS:

The City of Columbia shall not be obligated or be liable for any cost incurred by offerors prior to issuance of an Agreement. All costs to prepare and submit a response to this solicitation shall be borne by the offeror.

COLLUSION CLAUSE:

Any agreement or collusion among offerors and prospective offerors to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such offerors void.

CONTRACT DOCUMENTS:

The final agreement between the City of Columbia and the offeror will include by reference:

- Offeror's Response to the RFP
- The City Issued RFP with any addendums

Any changes, additions or modifications hereto will be in writing and signed by the Purchasing Agent. No other individual is authorized to modify the agreement in any manner.

FUNDS:

Financial obligations of the City of Columbia payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to the City of Columbia.

2. TECHNICAL SPECIFICATIONS/SCOPE OF WORK

PERIOD OF SERVICE:

The performance audit service will be for one (1) year. If the City determines it to be advantageous, it may extend the term of the contract for up to four (4) additional one-year periods.

SCOPE OF SERVICES:

1. The City of Columbia is seeking the professional services of an experienced contractor to conduct a variety of performance (integrated) audit services, on an as-needed basis, in response to request from the City Manager. The audit services could include financial, compliance, investigative, or other performance audits.
2. The initial audit will examine the Budgeting process, Cash Management/Investing, and a review of the policies and procedures of the Finance Department and all Utility Departments.
3. The Performance audit shall do a risk assessment and evaluation of internal controls
4. The Performance audit shall entail objective and systematic examination of evidence to provide an independent assessment of the performance and management of a program or function against objective criteria.
5. Audit work shall be summarized in a report with findings, conclusions, and recommendations. A presentation to the Mayor and Council and/or City Manager may be requested.
6. The initial audit shall encompass a variety of objectives, including assessing program effectiveness and results, economy and efficiency, and compliance with legal or other requirements.
7. The Performance audits shall provide information to improve program operations and facilitate decision making by parties with responsibility to oversee or initiate corrective actions, and improve public accountability

AUDIT FIRM RESPONSIBILITIES:

1. Maintain a pool of highly qualified performance auditors at all levels (Associate, Senior, Manager, Partner) assigned to provide professional services to meet the City's performance audit
2. At the request and direction of the City, use experienced performance auditors to develop performance audit plans and engagement proposals, to be approved by the City.
3. Provide performance and resource management of performance audit services, including related reporting, under the direction of the City.
4. Maintain a set of intellectual materials (studies, white papers, opinions, recommendations, strategies, plans, approaches, policies, and practices, a knowledge database, applied experience documentation, organizational technology, relationships, and professional skills) to support performance audit services and make the material available for use by the City.
5. Conduct the work under applicable professional standards, including
 - a. Federal and State rules and regulations
 - b. Generally Accepted Government Auditing Standards (GAGAS i.e. the "Yellow Book")
 - c. Standards for the Professional Practice of Performance Auditing and Local Government Units
 - d. Government Accounting Auditing Financial Reporting (GAAFR)
 - e. The Institute of Internal Auditors (IIA)
 - f. Other applicable regulations or guidelines

AUDIT ENGAGEMENTS:

The awarded contractor must be able to conduct a wide variety of performance audit engagements, in accordance with the following provisions.

1. For each task or audit assigned, the contractor shall submit for approval before field work commences: an audit plan with detailed audit steps, personnel assignments, an estimate of hours, total cost and dates for completing various audit milestones and deliverables. If during an audit, the contractor reasonably determines that the hours to complete the task will exceed the originally approved estimated hours, the

- contractor must submit in written request to approve the additional time. The contractor's written request must include all reasons for the additional time, as well as the new estimate of hours to complete the task.
2. The contractor shall arrange the entrance conference that is attended by the contractor and City staff identified by the City.
 3. The contractor and designated City staff shall have periodic progress meetings during the audit.
 4. The contractor shall prepare a draft report based on the findings identified during fieldwork. The findings must be fully documented in the contractor's work papers. The contractor must produce audit reports and other deliverables of exceptional high quality.
 5. The contractor shall send the draft report to the designated City staff for review and comment.
 6. The contractor shall arrange an exit conference with appropriate City staff. At the exit conference, the auditee will be requested to provide a written response to the draft report within a specified time frame to the contractor, with a copy to the City. The response shall be communicated electronically and in hard copy.
 7. The contractor, in conjunction with the designated City staff, will review the auditee's response to determine if a rebuttal is warranted.
 8. If a rebuttal is warranted, the contractor shall prepare it and include it after the auditee's response.
 9. The contractor shall invoice the City when each deliverable has been accepted. Typical deliverables include the audit plan, the draft audit report and the final audit report. An itemized listing of hours spent on the project is to accompany the deliverables to the City.
 10. The contractor shall provide a hard copy and an electronic copy of the final audit report.

DELIVERABLES:

1. The contractor shall prepare and submit audit plans and audit reports. Audit reports shall be tailored to the requirements of the specific audit. However, reports will include but will not be limited to these sections:
 - a. Executive Summary
 - b. Background
 - c. Objectives, Scope and Methodology
 - d. Findings
 - e. Recommendations, and
 - f. Auditee Response
2. Reports are to be prepared in a clear and concise manner. Detailed information is to be included in the body of the findings. When preparing the findings section in the audit report, the first sentence of each finding is to contain a synopsis of the findings, followed by detail information to fully support the findings. Recommendations are to be fully supported by and consistent with the findings.
3. Work papers are to clearly document interviews, audit steps, results of audit steps, audit findings and other documentation as relevant. The audit work papers shall be retained by the City Clerk. At the time the contractor submits their draft report, the City shall have the right to review the contractor's work papers. Should the City reject a report, the contractor will be notified in writing of such rejection giving the reason(s). The right to reject a report shall extend throughout the term of the contract, and thereafter, if applicable, until completion of the audit and acceptance by the City.
4. Upon completion of the final report, the contractor shall provide a report to the Mayor and Council and/or City Manager on key findings and recommendations.

CITY'S RESPONSIBILITIES:

1. For each engagement, the City responsibilities include, but are not limited to, the following:
 - a. Approving the audit plan, including objectives, scope, and methodology, as prepared by contractor
 - b. Commenting, reviewing and approving engagement letters
 - c. Conducting periodic progress meetings with the contractor.
 - d. Reviewing the contractor's draft audit report (or other engagement product) and providing comments on the draft
 - e. Reviewing the final draft and notifying the contractor to finalize the audit report

2. The contractor will be given access to records of the City, and reasonable access to the staff for the purpose of interviews and the verification of items, within the terms of the audit. It is expected that the contractor will organize the work in such a way as to minimize disruption of work of the City employees in pursuit of their normal duties.

3. PROPOSAL SUBMISSION INFORMATION

SUBMISSION OF PROPOSALS:

On-line Proposal - If a registered offeror is responding electronically through the City of Columbia Bidding System website, the registered offeror should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required information.

The exhibits, forms provided herein can be saved into a word processing document, completed by a registered offeror, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Be sure to include the solicitation/bid number, company name, and a contact name on any electronic attachments.

In addition, a registered offeror may submit the exhibits, forms, etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.

If a registered offeror submits an electronic and hard copy proposal response and if such responses are not identical, the offeror should explain which response is valid. In the absence of an explanation, the City of Columbia shall consider the response which serves its best interest.

Hard Copy Proposal - If the offeror is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the offeror should include completed exhibits, forms, and other information concerning the proposal with the proposal. The offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required information.

Recycled Products - The City of Columbia recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested to print the proposal double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.

The offeror should include three (3) additional copies along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of all copies should be labeled "copy". In case of a discrepancy between the original proposal and the copies, the original proposal shall govern.

Open Records - Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Purchasing Division imaging system.

The scanned information will be available upon request from the Purchasing Division. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.

In preparing a proposal, the offeror should be mindful of document preparation efforts for scanning purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.

To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the City of Columbia is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

The proposal should be page numbered.

The signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.

Each section should be titled with each individual evaluation category and all material related to that category should be included therein.

Questions Regarding the RFP – Except as may be otherwise stated herein, the offeror and the offeror's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.

The buyer may be contacted via e-mail or phone as shown on the first page.

Only those questions which necessitate a change to the RFP will be addressed via an addendum to the RFP. Offerors are advised that any questions received less than ten (10) calendar days prior to the RFP opening date may not be addressed.

Joint Venture or Co-Counsel Response – If the proposal is being submitted in conjunction with another entity or law firm (similar to a joint response, joint venture, or co-counsel), there can be only one (1) response submitted in response to the Request for Proposal by the entities/firms involved. Therefore, only one (1) entity/firm must be designated as lead and must be designated as the official offeror for purposes of submitting the proposal. Such lead offeror and contractor, if awarded the contract, must be the only party officially signing and submitting the proposal as well as serving as the official signatory for the joint venture or co-counsel.

COMPETITIVE NEGOTIATION OF PROPOSALS:

The offeror is advised that under the provisions of this Request for Proposal, the Purchasing Division reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

Negotiations may be conducted in person, in writing, or by telephone.

Negotiations will only be conducted with potentially acceptable proposals. The Purchasing Division reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer if necessary.

Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror 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 proposal.

The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Purchasing Division determines that a change in such requirements is in the best interest of the City of Columbia.

4. REQUIRED PROPOSAL SUBMITTALS

TRANSMITTAL LETTER

All Offerors must submit a transmittal letter prepared on the vendor's letterhead. An individual who is authorized to bind this firm to all statements, services, and prices contained in the proposal for both the primary and sub firms must sign the letter. In addition, a letter from any sub-vendor to be used in the service should be included. This letter must be signed by an individual who is authorized to bind the firm and should give a brief description of the work they are to perform.

OFFEROR'S INFORMATION:

Provide information about your firm to include:

- Name, address, phone and fax number(s) and email address of firm
- Name and title of primary contact person
- Date firm established
- Proposed service team including titles and responsibilities
- Resume on each team member

Offeror Information - The offeror should provide information about the offeror's organization on Exhibit A.

REQUIRED DETAIL (METHOD OF PERFORMANCE):

Exhibit D is provided for the offeror's use in providing information about the proposed method of performance.

1. A written description of your audit approach.
2. Disclose any potential conflict of interest which may occur because of acceptance of this engagement.
3. Is your firm currently involved in any litigation, mainly in the area of government, where your audit opinion and work are being challenged in court? If yes, explain in detail.

EXPERIENCE/REFERENCES:

Experience - The offeror should provide information related to previous and current services/contracts of the offeror or any proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on Exhibit B or in a similar manner.

Personnel Expertise - The offeror should provide the information requested on Exhibit C for each key person proposed to provide the services required herein. The offeror may also submit resumes for such key personnel.

1. Describe briefly the scope of your firm's staff resources and the range of specialties offered by your firm, in addition to municipal auditing and utility experience, which might be of value to the City of Columbia. Describe your firm's experience and approach in auditing investments and related transactions.
2. Describe your firm's experience in providing performance/integrated audit reviews for both the public and private sectors, and provide at least five (5) examples with staff hours and cost. An emphasis should be placed on examples of performance/integrated audits of municipalities or political subdivisions in Missouri.
3. Biographies, including experience of individuals who will be assigned to the engagement, and relevant experience of each in auditing municipalities and electric utilities. Include a detailed representation of the organization of the audit team; approximate percentage of time that each member would spend on the audit; and approximate staff time allocated to various audit areas.
4. Provide a list of the local office's (not your firm as a whole) local government audit clients for the current year and five preceding fiscal years. Indicate the type(s) of services performed and the number of years served for each.

As part of the evaluation process, the City of Columbia may contact the offeror's references, including references not listed or identified within the offeror's proposal but who have current or previous experiences with the offeror.

Personnel Qualifications - If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

Licenses - The offeror should submit a copy of all licenses and/or certifications, related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the proposal, the City of Columbia reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

Miscellaneous Submittal Information:

Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete Exhibit E, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. Exhibit E must be submitted prior to an award of a contract.

The offeror should complete and submit Exhibit F, Miscellaneous Information.

Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the City of Columbia. The offeror certifies by signing the signature page of this original document and any addendum signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Purchasing Division. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

The City of Columbia reserves the right to reject any or all proposals, to negotiate with any offeror considered qualified, or to make an award without further discussion.

PRICING TO BE QUOTED:

Submit a separate price proposal that includes all cost components of the contractor's professional services proposal that represents the total cost of the professional services for the initial audit of the Budget Process, Cash Management/Investing, and review of policies and procedures of the Finance Department.

The pricing must be submitted in a separate envelope marked "RFP 64/2020 Financial & Compliance Audit Services - PRICING". If you are submitting your bid electronically you must upload a separate attachment with the file name RFP 64/2020 Financial & Compliance Audit Services PRICING.

5. EVALUATION CRITERIA AND AWARD

Evaluation will be based on all elements of response to proposal criteria.

Proposal Evaluation: It is the purpose of this RFP to obtain data as complete as possible from each offeror that will enable the City of Columbia to determine which prospective offeror is best able to serve all the criteria which are to be considered in the award of this contract. Evaluation of the offerors qualifying as finalists will be based on the following criteria:

- 30 points The skill, experience and time commitments of the specific persons who will be performing the services requested.
- 30 points The auditor’s demonstrated understanding of the City of Columbia’s requirements and plan for meeting them.
- 40 points The prior experience and reputation of the auditor conducting performance (integrated) audits for municipalities or political subdivisions, with emphasis in auditing utility operations.

Failure of the Offeror to provide in his/her proposal any information requested in this RFP may result in disqualification of the proposal and shall be the responsibility of the proposing individual or firm.

During the evaluation process, discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award. It will be the recommendation of the evaluation committee if discussions for clarification are needed.

The objective of the evaluation committee will be to recommend the Offerors whose proposal is most responsive to the City of Columbia’s needs while within the available resources. The specifications within this RFP represent the minimum performance necessary for response.

The City of Columbia reserves the right to reject any or all proposals, to negotiate with any offeror considered qualified, or to make an award without further discussion.

EXHIBIT A

OFFEROR INFORMATION

The offeror should provide the following information about the offeror's organization:

Provide a brief company history including, but not limited to, the following:

Total number of years in business.

Total number of years performing performance audit services

Total number of years of experience with large governmental entities.

Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

The offeror should copy and complete this form documenting the offeror and any subcontractor’s current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: _____ (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	
Address of Reference Company/Client:	
Reference Contact Person Name, Phone #, and E-mail Address:	
Title/Name of Service/Contract	
Dates of Project Initiation and Project Completion:	
If service/contract has terminated, specify reason:	
Description of Services Performed, such as: <input checked="" type="checkbox"/> What the offeror did <input checked="" type="checkbox"/> How the offeror did it <input checked="" type="checkbox"/> Results <input checked="" type="checkbox"/> Additional Detail	
Personnel Assigned to Service/Contract (include all key personnel and identify role):	

EXHIBIT C

EXPERTISE OF KEY PERSONNEL

(Copy and complete this table for each key person proposed)

Title of Position: _____	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed.	
# of years' experience in area of service proposed to provide:	
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and Dates	

Staffing Methodology

Describe the person's planned duties/role proposed herein:	
--	--

EXHIBIT D

REQUIRED DETAIL (METHOD OF PERFORMANCE)

The offeror should use this Exhibit, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

Indicate whether the offeror or the offeror’s principals have other interests or relationships that might conflict with or compromise the requirements herein.

Provide a list summarizing any pending or final legal proceedings involving you or your company that took place in any court of law, administrative tribunal or alternative dispute resolution process that was filed, settled or gone to final judgment within the last three (3) years. The summary need not disclose confidential information of a disputed allegation of fact or law, but must contain the allegations made and/or contested or findings of the court of law, tribunal or dispute resolution process. Failure to provide a full and accurate summary of legal proceedings may result in rejection of the proposal or termination of any subsequent contract.

Document the offeror’s financial solvency in a manner that is acceptable for public review. Audited financial statements for the last year will provide such documentation; however, the statements will become public information. If the offeror is a subsidiary, also provide the documentation for the parent company.

EXHIBIT E

NOTICE TO OFFERORS

Sections 285.525 To 285.550 RSMo.

Pursuant to section 285.530 (1) RSMo., 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 to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, 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)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City of Columbia requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For offerors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:
<http://www.dhs.gov/e-verify>

EXHIBIT E, Continued
CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

County of _____)
)SS.
State of _____)

My name is _____ . I am an authorized agent of _____ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contacts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Affiant

Printed Name

Personally appeared before me, a Notary Public, within and for the County of _____,

State of Missouri, the person whose signature appears above, **PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED**, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this _____ day of _____, 20____.

My Commission expires _____, 20____.

(Notary Public)

EXHIBIT F

MISCELLANEOUS INFORMATION

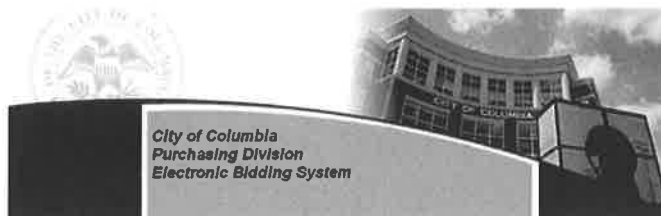
Employee/Conflict of Interest:

Offerors who are elected or appointed officials or employees of the City of Columbia or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror’s organization is currently an elected or appointed official or an employee of the City of Columbia or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the City of Columbia or any political subdivision thereof:	
If employee of the City of Columbia or political subdivision thereof, provide name of City or political subdivision where employed:	
Percentage of ownership interest in offeror’s organization held by elected or appointed official or employee of the City of Columbia or political subdivision thereof:	_____ %

Registration of Business Name (if applicable) with the Missouri Secretary of State

The offeror should indicate the offeror’s charter number and company name with the Missouri Secretary of State. Additionally, the offeror should provide proof of the offeror’s good standing status with the Missouri Secretary of State. If the offeror is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

<i>Charter Number (if applicable)</i>	<i>Company Name</i>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	



64/2020 Addendum 2 RubinBrown LLC Supplier Response

Event Information

Number: 64/2020 Addendum 2
Title: Performance (Integrated) Audit Services
Type: Request for Proposal
Issue Date: 2/6/2020
Deadline: 3/18/2020 05:00 PM (CT)
Notes: Proposals may be submitted in a sealed envelope at the purchasing office or uploaded electronically on the City's E-bidding website. Electronic Proposals are limited to 5 Response Attachments. No fax or e-mail proposals will be accepted. Sealed proposals must be delivered to the Purchasing Department, 701 E. Broadway, 5th Floor, Columbia, MO 65201 by the closing date and time. Proposals received after the appointed time will be determined non-responsive and will not be opened. Sealed proposals must be submitted in five (5) copies, one of which must be an original and so marked. The proposals must be in a sealed envelope and marked in bold letters "RFP 64/2020".

Contact Information

Contact: Cale Turner
Address: Finance/Purchasing
City Hall
5th Floor
701 E. Broadway
Columbia, MO 65201
Phone: (573) 874-7375
Email: cale.turner@como.gov

RubinBrown LLC Information

Address: One North Brentwood
St. Louis, MO 63105
Phone: (314) 290-3300
Fax: (314) 290-3400

By submitting your response, you certify that you are authorized to represent and bind your company.

Eric Stranghoener

Signature

Submitted at 3/18/2020 11:05:28 AM

Eric.Stranghoener@RubinBrown.Com

Email

Response Attachments

RubinBrown - Technical proposal City of Columbia.pdf

RubinBrown's technical proposal for the City of Columbia, MO

RubinBrown - Price proposal City of Columbia.pdf

RubinBrown's Price proposal for the City of Columbia



SOLICITATION NO.: 64/2020
BUYER: Cale Turner, CPPB
PHONE NO.: (573) 874-7375
E-MAIL: cale.turner@como.gov

TITLE: Performance (Integrated) Audit Services

ISSUE DATE: February 6, 2020

RETURN PROPOSAL NO LATER THAN: March 13, 2020 AT 5:00 PM CENTRAL TIME (END DATE)

OFFERORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH THE CITY'S E-BIDDING WEBSITE BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type Solicitation Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing Division office (701 E. Broadway, 5th Floor) by the return proposal date and time.

(U.S. Mail)	(Courier Service)
RETURN PROPOSAL TO: CITY OF COLUMBIA PURCHASING PO BOX 6015 COLUMBIA MO 65205	or CITY OF COLUMBIA PURCHASING 701 E. BROADWAY, 5 th FLOOR COLUMBIA MO 65201

CONTRACT PERIOD: Effective Date of Contract through One (1) Year – Shall Not Exceed Five Years

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

City of Columbia, Finance Department
 701 E. Broadway, 5th Floor
 Columbia, MO 65201

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein. The offeror further agrees that the language of this RFP shall govern in the event of a conflict with the proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Purchasing Division or when a Contract is signed and issued by an authorized official of the City of Columbia, a binding contract shall exist between the offeror and the City of Columbia.

SIGNATURE REQUIRED

<small>OFFEROR NAME</small> Rubinbrown LLP
<small>MAILING ADDRESS</small> One North Brentwood
<small>CITY, STATE, ZIP CODE</small> St. Louis, MO 63105

<small>CONTACT PERSON</small> Richard Feldt, CPA, CGMA	<small>EMAIL ADDRESS</small> rick.feldt@rubinbrown.com
<small>PHONE NUMBER</small> 314.290.3220	<small>FAX NUMBER</small> 314.290.3400
<small>OFFEROR TAX FILING TYPE WITH IRS (CHECK ONE)</small> <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
<small>AUTHORIZED SIGNATURE</small> 	<small>DATE</small> March 13, 2020
<small>PRINTED NAME</small> Richard Feldt	<small>TITLE</small> Partner-In-Charge, Business Advisory Services Group



Certified Public Accountants & Business Consultants



Technical Proposal to
Provide Professional
Services to

THE CITY OF COLUMBIA, MISSOURI

RFP 64/2020

FINANCIAL & COMPLIANCE AUDIT SERVICES

Subject

The City of Columbia, Missouri

Bidding Firm

RubinBrown LLP

Contact Person

Richard Feldt, CPA, CGMA

Address

One North Brentwood
Saint Louis, MO 63105

Direct Dial Number

314.290.3220

Fax Number

314.290.3400

Website

www.RubinBrown.com



One North Brentwood Blvd
Suite 1100
St. Louis, MO 63105

T: 314.290.3300
E: info@rubinbrown.com
www.RubinBrown.com

CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS CONSULTANTS

March 18, 2020

Cale Turner, CPPB
Buyer
The City of Columbia, Missouri
701 E. Broadway
Columbia, MO 65201

RE: RFP 64/2020 Financial & Compliance Audit Services

Dear Cale:

Thank you for the opportunity to present this proposal to provide professional services to The City of Columbia, Missouri (City). We are very excited to collaborate with the City on this opportunity. Within the following proposal, we have provided you with an overview of our commitment and capability to serve you. We are confident we are the right partner for City.

RubinBrown is one of the nation's leading accounting and consulting firms. We have carefully assembled a team of experienced professionals with significant cyber security expertise to serve you.

In listening to your needs, we will ensure:

- Experienced team members with internal and performance audit services.
- Consistency in Staffing and you may interview/pre-screen them before the engagement
- Dedicated Relationships with hands-on partners and managers
- Responsiveness because of dedicated contacts for coordination, planning and support
- Cost-effective Solution by receiving a substantial discount hourly rate

The attached proposal reflects our understanding of your needs. As detailed in our proposal, we are prepared to provide all services you requested in such a way that our services are delivered on time, on budget and with value beyond the standard report and required communications. We maintain proactive communications, not only during the engagement but before and after as well, to ensure all of your needs and concerns are addressed in a timely manner.

We are flexible in modifying our budget and projected hours, as we gain a better understanding of the detailed scope of testing.

If selected to perform the services, we will provide a high level of service and dedication to the City while maintaining objectivity, sensitivity and flexibility. We look forward to serving the City.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard Feldt".

Richard Feldt, CPA, CGMA
Partner-In-Charge, Business Advisory Services Group
rick.feldt@rubinbrown.com
314.290.3220

Table of Contents



Executive Summary 1

Exhibit A: Offeror's Information 2

Exhibit B: Current/Prior Experience 6

Exhibit C: Expertise of Key Personnel 13

Exhibit D: Required Detail (Method of Performance) 21

Exhibit E: Notice to Offerors 25

Exhibit F: Miscellaneous Information 30

Appendices

- A. Audit Quality Report
- B. Addendum Acknowledgment

Executive Summary



In compliance with your Request for Proposal, we have prepared a complete and concise description of RubinBrown's capabilities to serve the City.

Value Proposition

RubinBrown is excited about having the opportunity to serve the City. Below we summarize our understanding of your needs and our commitment to exceeding your expectations.

Internal and Performance Audit Services Experience

RubinBrown maintains a dedicated team of more than 50 professionals experienced in performing outsourced and co-sourced services. Our internal auditors are experienced in providing audit, forensic, litigation support, cyber security and other consulting services to governmental entities. A partial list of our current governmental internal audit clients starts on page 17 of this proposal.

Each team member in the RubinBrown Internal Audit Services Group is experienced with process improvement techniques. In most instances, our internal audits consist of 50% testing of internal controls and 50% evaluation of processes for efficiencies.

Partner and Manager Involvement

Our partners and managers will spend a significant amount of time working on your internal audit projects. Partners will attend planning meetings prior to each internal audit to ensure project objectives and scope are identified. Managers will be "in the field" during each project providing guidance to the staff and communicating with the City management. We can guarantee that our partners and managers will be very involved in the day to day completion of each project.

Staff Experience

Our team members are more experienced than typical internal audit service providers. Since we do not have an "up or out" philosophy, we currently have several staff members with four to six years of internal audit experience. In effect, the staff we will assign to your internal audit projects might have more experience than the managers of our competitors.

Operations Experience

Our team members are business professionals in addition to being internal auditors. Our staff has expertise in IT operations and other non-accounting roles. All of this experience allows RubinBrown to provide the City with well-rounded insights into your business.

We offer the City significant experience in providing internal audit services with a focus on efficient execution. We have a dedicated team with experience providing a full range of services to over 300 governmental sector entities.

Cost-Effective Solution

We are very conscious of the current economic climate and the challenges facing public entities such as the City. We have proposed our services at a substantial discount to our standard hourly rates. Because of our industry and internal control expertise, we will be able to complete your project in fewer hours than other firms with less experience.

Exhibit A: Offeror's Information

RFP 64/2020 – Performance (Integrated) Audit Services

EXHIBIT A

OFFEROR INFORMATION

The offeror should provide the following information about the offeror's organization:

Provide a brief company history including, but not limited to, the following:

Total number of years in business.

Over 67 years in business

Total number of years performing performance audit services

For the past 21 years, our Business Advisory Services Group has provided internal and performing audit services to clients.

Total number of years of experience with large governmental entities.

RubinBrown has over 45 years of experience with large governmental entities.

Describe the structure of the organization, including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.

RubinBrown LLP is a limited liability partnership (LLP) incorporated in the State of Missouri. We currently have over 120 partners in the firm. Below is our current structure of the RubinBrown organization.



RubinBrown Organization Formation

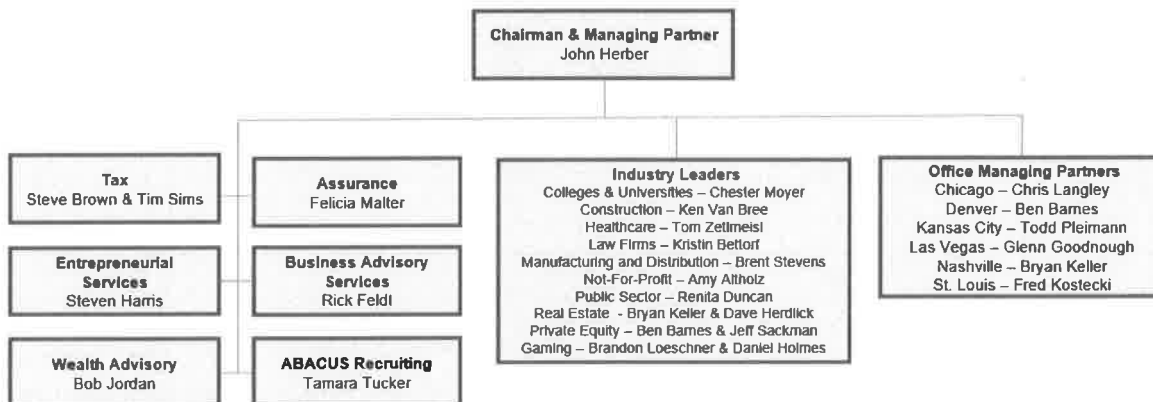


Exhibit A: Offeror's Information

RFP 64/2020 – Performance (Integrated) Audit Services

Provide information about your firm to include:

Name, address, phone and fax number(s) and email address of the firm

RubinBrown LLP

One North Brentwood,
St. Louis, MO 63105
T 314.290.3300
F 314.290.3400
info@rubinbrown.com

Name and title of the primary contact person

Rick Feldt, CPA, CGMA
Partner-in-Charge, Business Advisory Services Group
rick.feldt@rubinbrown.com
T 314.290.3220

Date firm established

Founded in Missouri in 1952, RubinBrown has been providing professional services to governments, not-for-profit organizations and businesses throughout the Midwest for 65 years.

Proposed service team, including titles and responsibilities. Resume on each team member



Rick Feldt, CPA, CGMA

Engagement Partner

Rick is the Partner-in-Charge in the Business Advisory Services Group. Rick will serve as your engagement partner with overall responsibility for all services provided to the City. Rick is responsible for final approval of the plan and technical decisions. He also will serve as a key partner to the management of the City, to utilize his diverse experience to bring creative and practical solutions to situations throughout the engagement.



Kara Hershberger, CPA, CIA, CISA, CFE

Engagement Manager

Kara is a Manager in RubinBrown's Business Advisory Services Group for the Department. She will be responsible for the day-to-day supervision of engagement in-charges and staff and execution of the engagement plan.

Exhibit A: Offeror's Information

RFP 64/2020 – Performance (Integrated) Audit Services



Renita Duncan, CPAA

Advisory Partner

Renita Duncan is the Partner-In-Charge of RubinBrown's Public Sector Services Group. Renita will also serve as your advisory partner and will be an additional resource available to the team for technical matters that arise during the engagement.

We have included full biographies of your dedicated team in Exhibit C, Key Personnel.

Firm Qualifications and Experience

Our name speaks of our heritage. For our clients and team members, RubinBrown represents a history of ever-expanding industry knowledge, a tradition of long-term client relationships and a legacy of good citizenship and public outreach. **As one of the nation's leading accounting and professional consulting firms, our name is synonymous with experience, integrity and value.**

Founded in Missouri in 1952, RubinBrown has been providing professional services to governments, not-for-profit organizations and businesses throughout the Midwest for 65 years. During that time, the firm has grown to be one of the largest firms in the region. *Inside Public Accounting* lists RubinBrown as the 43rd largest firm in the United States. **Additionally, the *St. Louis Business Journal* lists RubinBrown as tied as the largest firm in St. Louis.**



Among America's largest accounting/consulting firms
2019 *Inside Public Accounting*

Presently the firm has over 650 team members, including over 100 partners, in our St. Louis, Kansas City, Nashville, Chicago, Las Vegas and Denver offices combined. The key to providing value to our clients is our "one firm" culture – a spirit of teamwork and shared commitment to high-quality client service that sets us apart from our competition.

The firm's Public Sector Services Group is a significant service area of the firm with more than 60 team members, including eight partners. All of the staff assigned to the City will be employed on a full-time basis.



Exhibit A: Offeror's Information

RFP 64/2020 – Performance (Integrated) Audit Services

Business Advisory Services

RubinBrown has a dedicated internal audit practice that includes team members with public sector services experience. While our practice extends across offices, our business advisory services team is comprised of more than 50 team members, located in St. Louis and Kansas City and Denver, that are dedicated to the practice of internal auditing year-round. In our Business Advisory Services team, we have 18 partners, 18 managers and 23 staff team members.

Each team member in our Internal Audit department has experience in process improvement techniques. In addition, we have a team of data analytics professionals that work exclusively on testing and analyzing large data sets.

Our greatest asset is our diverse group of seasoned professionals. The RubinBrown Internal Audit Service Group leadership team averages more than 25 years of experience in the industry, internal audit and public accounting.

You will work with professionals that have national, regional and local public accounting backgrounds, as well as experience in financial reporting, IT management, operations and compliance audits. Our internal audit professionals have specific expertise in the public sector industry. Our specialized services include:

- **Internal Audit Services** - Provide value-added services to support your organization's strategic objectives.
 - RubinBrown is a recognized leader in providing services to public sector organizations throughout the country. To better serve our clients in this important industry, we established a Public Sector Services Group. **Clients served by the firm include local school districts, municipal governments, counties, colleges and universities, public libraries, public housing agencies, political districts and sub-districts, state governments and numerous other state and local public sector entities.** Currently, **RubinBrown serves over 125 public sector clients.** Typical services provided by the Group are internal audits, consulting projects, audits of financial statements and assisting in preparing the Comprehensive Annual Financial Report (CAFR) for submission to the GFOA.
- **Information Technology Audit** - Address the information technology risks and controls consulting needs of your organization.
- **Cyber Security** - IT security reviews (risk assessment update, IT general controls review, internal network security review, external network penetration testing), HIPAA and PCI cyber security health checks, advanced persistent threat risk testing, patch management process reviews, physical security assessments, security awareness training support, social engineering (phishing assessments), web application security testing and wireless security testing.
- **Construction Audit Services** - Review and analyze contracting activities from both the customer and contractor perspectives.
 - We currently serve **approximately 200 contractor groups.**
- **Enterprise Risk Consulting** - Chart a course to effectively manage your organizational risks in a unified manner with a disciplined process.

Exhibit B: Current/Prior Experience

RFP 64/2020 – Performance (Integrated) Audit Services

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

The offeror should copy and complete this form documenting the offeror and any subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: RubinBrown LLP (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	Boone County
Address of Reference Company/Client:	403 Vandiver Dr. Ste B, Columbia, MO 65202
Reference Contact Person Name, Phone #, and E-mail Address:	Ms. June Pitchford, County Auditor 573.886.4278 jpitchford@booneDistrictmo.org
Title/Name of Service/Contract	External Auditor
Dates of Project Initiation and Project Completion:	2008 - Current
If service/contract has terminated, specify reason:	N/A
Description of Services Performed, such as: <input type="checkbox"/> What the offeror did <input type="checkbox"/> How the offeror did it <input type="checkbox"/> Results <input type="checkbox"/> Additional Detail	Serve as auditors for County. Perform a single audit of federal financial assistance programs and provide assistance in the preparation of the CAFR for the GFOA Certificate of Achievement. As part of the financial statement audit engagement for the District, RubinBrown prepares the District's CAFR, particularly the notes to the financial statements. RubinBrown also assures the CAFR meets the requirements of the GFOA's Certificate of Achievement program, including the resolution of prior year review comments. Staffing levels: 1 Partner, 1 Manager, 3 Staff Total Hours for the project: 518 hours
Personnel Assigned to Service/Contract (include all key personnel and identify role):	Ted Williamson – Engagement Partner Jeff Winter – Concurring Partner

Exhibit B: Current/Prior Experience

RFP 64/2020 – Performance (Integrated) Audit Services

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

The offeror should copy and complete this form documenting the offeror and any subcontractor’s current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: RubinBrown LLP (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	City of Independence, MO
Address of Reference Company/Client:	111 E Maple Avenue Independence, MO 64050
Reference Contact Person Name, Phone #, and E-mail Address:	Bryan Kidney 816.325.7000 bkidney@indepmo.org
Title/Name of Service/Contract	Internal control assessment
Dates of Project Initiation and Project Completion:	2018
If service/contract has terminated, specify reason:	N/A
Description of Services Performed, such as: <input type="checkbox"/> What the offeror did <input type="checkbox"/> How the offeror did it <input type="checkbox"/> Results <input type="checkbox"/> Additional Detail	RubinBrown performed an internal controls assessment for the purchasing, accounts payable, accounts receivable, and utility departments. As part of the assessment we flowcharted current processes. The flowcharts identified control gaps/weaknesses and process improvement opportunities. We provided two deliverables: one report for the Finance processes, and one report for the Utility processes. These reports provided clear details on the current state of any observations, the risk to the organization, and our recommendations. The reports also incorporated the flowcharts as appendices for future reference. Staffing levels: 1 Partner, 1 Manager, 1 Staff Total Hours for the project: 250 hours
Personnel Assigned to Service/Contract (include all key personnel and identify role):	Rick Feldt – Engagement Partner Kara Hershberger – Engagement Manager

Exhibit B: Current/Prior Experience

RFP 64/2020 – Performance (Integrated) Audit Services

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

The offeror should copy and complete this form documenting the offeror and any subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: RubinBrown LLP (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	City of Springfield, Missouri
Address of Reference Company/Client:	840 N. Boonville Ave., Springfield, MO 65802
Reference Contact Person Name, Phone #, and E-mail Address:	Mr. David Holtmann, Director of Finance 417.864.1632 dhotlman@springfieldmo.gov
Title/Name of Service/Contract	Internal Audit Services
Dates of Project Initiation and Project Completion:	2014 - 2019
If service/contract has terminated, specify reason:	N/A
Description of Services Performed, such as: <input type="checkbox"/> What the offeror did <input type="checkbox"/> How the offeror did it <input type="checkbox"/> Results <input type="checkbox"/> Additional Detail	<p>We worked with the City to develop a risk assessment and a three-year internal audit plan. In addition to executing the internal audit plan, we have also performed special investigations. Projects are completed annually in the areas of cash receipts, cash disbursements, IT systems and departmental audits. Examples of internal audits include Purchasing, Payroll, Travel Expense Reporting, Public Works Operations, IT General Controls, and Municipal Court Operations. Our primary objectives while working with the City were threefold:</p> <ul style="list-style-type: none"> ■ Ensure adequate internal controls were in place in each department under review. ■ Evaluate the Reputational Risk present in each department. Ensure that proper procedures were in place to prevent activities from occurring that would appear improper from the citizen's perspective. ■ Recommend operational efficiencies to reduce administrative costs within the City. <p>Staffing levels: 1 Partner, 1 Manager, 1 Senior Staff, 1 Staff Total hours for the project: Approximately 800/year</p>
Personnel Assigned to Service/Contract (include all key personnel and identify role):	Rick Feldt – Concurring Partner Christina Solomon – Engagement Partner Kara Hershberger – Engagement Manager/Lead Staff

Exhibit B: Current/Prior Experience

RFP 64/2020 – Performance (Integrated) Audit Services

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

The offeror should copy and complete this form documenting the offeror and any subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: RubinBrown LLP (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	Kansas City Board of Utilities (KCBPU)
Address of Reference Company/Client:	540 Minnesota Avenue Kansas City, Kansas 66101
Reference Contact Person Name, Phone #, and E-mail Address:	Ms. Lori Austin, Chief Administrative Officer 913.573.9000 laustin@bpu.com
Title/Name of Service/Contract	Internal Audit Services
Dates of Project Initiation and Project Completion:	2012 - Present
If service/contract has terminated, specify reason:	N/A
Description of Services Performed, such as: <input type="checkbox"/> What the offeror did <input type="checkbox"/> How the offeror did it <input type="checkbox"/> Results <input type="checkbox"/> Additional Detail	This government organization provides electric and water services to Kansas City, KS. We worked with KCBPU to develop a risk assessment that resulted in a 3-year internal audit plan. We complete 6 – 8 internal audits each year, working with a variety of departments – human resources, purchasing, accounting and electric and water operations. We present to the Audit Committee and the full board on a periodic basis. RubinBrown has provided internal audit services to KCBPU since 2012. Staffing levels: 1 Partner, 1 Manager, 1 Senior Staff, 2 Staff Total hours for the project: Approximately 1,400/year
Personnel Assigned to Service/Contract (include all key personnel and identify role):	Rick Feldt – Engagement Partner Kara Hershberger – Engagement Manager/Lead Staff

Exhibit B: Current/Prior Experience

RFP 64/2020 – Performance (Integrated) Audit Services

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

The offeror should copy and complete this form documenting the offeror and any subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: RubinBrown LLP (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	Metropolitan Community College of Kansas City
Address of Reference Company/Client:	3200 Broadway St. Kansas City, MO 64111
Reference Contact Person Name, Phone #, and E-mail Address:	Ms. Sandra Garcia Chief Legal Officer 816.604.1588 sandra.garcia@mccck.edu
Title/Name of Service/Contract	Purchasing Internal Controls Assessment
Dates of Project Initiation and Project Completion:	March 2018
If service/contract has terminated, specify reason:	N/A
Description of Services Performed, such as: <input type="checkbox"/> What the offeror did <input type="checkbox"/> How the offeror did it <input type="checkbox"/> Results <input type="checkbox"/> Additional Detail	Scope of activities: RubinBrown is periodically asked by clients to evaluate processes and procedures related to procurement of goods and services within the higher education industry. RubinBrown was engaged by the College to perform a review of current practices around the selection of vendors to ensure proper controls and processes were in place. Additionally, a review was performed of processes involved in the selection and inclusion of women and minority-owned firms in the selection process. Staffing levels: 1 Partner, 1 Manager, 1 Senior Staff, and 1 Staff Total hours for the project: Approximately 200
Personnel Assigned to Service/Contract (include all key personnel and identify role):	Rick Feldt – Engagement Partner Kara Hershberger – Engagement Manager

Exhibit B: Current/Prior Experience

RFP 64/2020 – Performance (Integrated) Audit Services

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

The offeror should copy and complete this form documenting the offeror and any subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: RubinBrown LLP (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	Columbia Housing Authority
Address of Reference Company/Client:	201 Switzler St. Columbia, MO 65203
Reference Contact Person Name, Phone #, and E-mail Address:	Mr. Phil Steinhaus, CEO 573.443.2556 psteinhaus@columbiaha.com
Title/Name of Service/Contract	External Auditor
Dates of Project Initiation and Project Completion:	2018 - Current
If service/contract has terminated, specify reason:	N/A
Description of Services Performed, such as: <input type="checkbox"/> What the offeror did <input type="checkbox"/> How the offeror did it <input type="checkbox"/> Results <input type="checkbox"/> Additional Detail	Serve as auditors and perform single audit of federal financial assistance programs, including HUD programs. Also provide ongoing consulting services. Staffing levels: 1 Partner, 1 Manager, 4 Staff Total Hours for the project: 400 hours
Personnel Assigned to Service/Contract (include all key personnel and identify role):	Renita Duncan – Engagement Partner Jeff Winter – Quality Control Partner

Exhibit B: Current/Prior Experience

RFP 64/2020 – Performance (Integrated) Audit Services

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

The offeror should copy and complete this form documenting the offeror and any subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: RubinBrown LLP (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	City of Lawrence, Kansas
Address of Reference Company/Client:	6 East 6 th Lawrence, KS 66044
Reference Contact Person Name, Phone #, and E-mail Address:	Ms. Danielle Buschkoetter, Budget & Strategic Initiatives Administrator 785.832.3337 dbuschkoetter@lawrenceks.org
Title/Name of Service/Contract	Internal controls assessment for Parking Operations Cash Receipts
Dates of Project Initiation and Project Completion:	2019
If service/contract has terminated, specify reason:	N/A
Description of Services Performed, such as: <input type="checkbox"/> What the offeror did <input type="checkbox"/> How the offeror did it <input type="checkbox"/> Results <input type="checkbox"/> Additional Detail	RubinBrown identified and tested key internal controls over parking meter cash receipts. Additionally, RubinBrown performed a walk-through of one transaction from collection until it was recorded in the general ledger. Finally, we performed data analysis on parking meter collections to identify potential irregularities in cash receipts. Staffing levels: 1 Partner, 1 Manager and 1 Senior Staff Total hours for the project: Approximately 120 hours
Personnel Assigned to Service/Contract (include all key personnel and identify role):	Rick Feldt – Engagement Partner Kara Hershberger – Engagement Manager

Exhibit C: Expertise of Key Personnel

RFP 64/2020 – Performance (Integrated) Audit Services

EXHIBIT C

EXPERTISE OF KEY PERSONNEL

(Copy and complete this table for each key person proposed)

Title of Position: <u>Engagement Partner</u>	
Name of Person:	Richard Feldt, CPA, CGMA
Educational Degree (s): include college or university, major, and dates	B.S., Accounting and Finance, University of Missouri – St. Louis
License(s)/Certification(s), #(s), expiration date(s), if applicable:	CPA/010380/09/30/2020 CGMA/7868206/06/30/2021
Specialized Training Completed.	Rick completes Yellowbook certification training each year
# of years' experience in area of service proposed to provide:	Over 25 years of experience in finance, sales and operations. Rick Feldt is the Partner-In-Charge of RubinBrown's Business Advisory Services Group. He has more than 25 years of experience in finance, sales and operations. He is responsible for the management of internal audit and Sarbanes-Oxley engagements and consulting projects for clients in a variety of industries. Rick is a Vice Chair of RubinBrown's Manufacturing & Distribution Services Group. He is also a Lean Six Sigma Black Belt.
Describe person's relationship to the offeror. If an employee, # of years. If subcontractor, describe other/past working relationships	Rick has no working relationship with the City of Columbia, Missouri.
Describe this person's responsibilities over the past 12 months.	He is responsible for the management of internal audit and Sarbanes-Oxley engagements and consulting projects for clients in a variety of industries.
Previous employer(s), positions, and Dates	Rick was a Zone Vice President of Sales for the Sara Lee Bakery Group. In that position, Rick had profit and loss responsibility for a \$60 million sales distribution organization. Rick gained extensive experience in budgeting, planning, inventory management and overall business management issues. Rick also possesses five years of internal audit experience at Anheuser-Busch and five years of external audit experience at Arthur Young (now Ernst & Young).

Staffing Methodology

Describe the person's planned duties/role proposed herein:	Engagement Partner, the Engagement Partner typically is required to spend 10-15% of their time on each project.
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Exhibit C: Expertise of Key Personnel

RFP 64/2020 – Performance (Integrated) Audit Services

EXHIBIT C

EXPERTISE OF KEY PERSONNEL

(Copy and complete this table for each key person proposed)

Title of Position: <u>Engagement Manager</u>	
Name of Person:	Kara Hershberger, CPA, CIA, CISA, CFE
Educational Degree (s): include college or university, major, and dates	B.S., Accounting, Illinois State University MAcc, University of Missouri – St. Louis
License(s)/Certification(s), #(s), expiration date(s), if applicable:	CPA/2013040553/09/30/2021 CIA/71514/12/31/2020 CISA/17137998/01/15/2021 CFE/798180/10/31/2020
Specialized Training Completed.	Kara completes training to be Yellowbook certified each year
# of years' experience in area of service proposed to provide:	Kara has over 14 years of experience in finance, sales and operations. During her time with RubinBrown, Kara has led or managed outsourced internal audit projects for public and private sector clients. She has planned, executed, and reported on projects that have examined the budgeting process, cash management, finance department processes, and controls over utility processes. She has experience with large publicly traded utilities, small cities, and mid-sized City utilities. During her time with the government, Kara executed and led performance audits exclusively for three and a half years.
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	Kara has no working relationship with the City of Columbia, Missouri.
Describe this person's responsibilities over the past 12 months.	Kara manages control reviews, operational and financial audits.
Previous employer(s), positions, and Dates	Before joining the RubinBrown team, Kara worked at the St. Louis District, Army Corps of Engineers as the Chief of Internal Review, where she performed internal audits and reviews of internal controls. Prior to working for the Corps, she worked for the Army Audit Agency, the internal audit department of the Army as an Auditor-in-Charge and Staff Auditor.

Staffing Methodology

Describe the person's planned duties/role proposed herein:	Engagement Manager, the Engagement Manager typically requires 20-25% of the project hours to manage staff, review work, and prepare deliverables.
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Exhibit C: Expertise of Key Personnel

RFP 64/2020 – Performance (Integrated) Audit Services

EXHIBIT C

EXPERTISE OF KEY PERSONNEL

(Copy and complete this table for each key person proposed)


Title of Position: <u>Advisory Partner</u>	
Name of Person:	Renita Duncan, CPA
Educational Degree (s): include college or university, major, and dates	B.S., Accountancy, University of Missouri Columbia
License(s)/Certification(s), #(s), expiration date(s), if applicable:	CPA/2009035836/09/30/2021
Specialized Training Completed.	Renita completes Yellowbook certification training each year
# of years' experience in area of service proposed to provide:	<p>Renita is a Partner-In-Charge in the Public Sector Services Group and a Partner in RubinBrown's Assurance Services Group. She has over ten years of accounting experience, including significant experience managing similar large public sector engagements. Renita works with clients in various industries including, but not limited to, public sector, not-for-profit and professional services.</p> <p>Renita is also a member of the Special Award Committee of the Government Finance Officers Association (GFOA), and in that role, she reviews several Comprehensive Annual Financial Reports (CAFRs) for governmental entities annually.</p>
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	Renita has no working relationship with the City of Columbia, Missouri.
Describe this person's responsibilities over the past 12 months.	Renita is Partner-In-Charge of the Public Sector Group.
Previous employer(s), positions, and Dates	N/A

Staffing Methodology

Describe the person's planned duties/role proposed herein:	Advisory Partner, An Advisory Partner may require up to 5-10% of the project time to consult on technical matters.
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Exhibit C: Expertise of Key Personnel

RFP 64/2020 – Performance (Integrated) Audit Service



Personnel Expertise - The offeror should provide the information requested on Exhibit C for each key person proposed to provide the services required herein. The offeror may also submit resumes for such key personnel.

Partner, Supervisory and Staff Qualifications

The team of professionals assigned to the City has significant knowledge and expertise about governmental accounting, financial reporting, and compliance matters unique to Missouri municipalities. Also, our partners and managers are directly involved with our clients on a "hands-on" basis throughout the year.

Our team members receive significant governmental audit training, including the requirements associated with Uniform Guidance audits. This training includes an annual full-day internal session on Uniform Guidance audit, an annual full-day internal training session for public sector audit, as well as quarterly internal training sessions on the latest developments in the fields of Government Auditing Standards and Uniform Guidance Audits.

Individual biographies of the assigned engagement and advisory management team are located in Appendix A of this proposal.

Depth of Engagement Staff Resources

We believe each of these team members would exceed your expectations. The staff assigned to serve the City will be selected based on the technical requirements for completing the assigned audit area location/function. They will be responsible for the fieldwork and perform the testing necessary to complete the plan.

Team Continuity

We understand that the continuity of your engagement team is very important. We have carefully selected engagement team members to serve you now and in the future. We do not change the commitment of this team unless there are circumstances beyond our control. Should unforeseen events arise, we ease the transition by providing an appropriate period of overlap and we absorb the cost of any redundant learning time by our staff.

Exhibit C: Expertise of Key Personnel

RFP 64/2020 – Performance (Integrated) Audit Service

1. **Describe briefly the scope of your firm's staff resources and the range of specialties offered by your firm, in addition to municipal auditing and utility experience, which might be of value to the City of Columbia. Describe your firm's experience and approach in auditing investments and related transactions.**

RubinBrown has deep experience in providing a **full range of assurance, tax, business advisory and wealth advisory services** to over 300 Public Sector clients. What distinguishes RubinBrown from other firms is our "one-firm" concept - a unique spirit of teamwork and shared commitment to high-quality client service. You would not be the client of any one individual of our firm. Rather, you would be OUR client, with the full RubinBrown team ready and able to assist you. This spirit of teamwork leads to effective, efficient, and collaborative engagement.

2. **Describe your firm's experience in providing performance/integrated audit reviews for both the public and private sectors, and provide at least five (5) examples with staff hours and cost. Emphasis should be placed on examples of performance/integrated audits of municipalities or political subdivisions in Missouri.**

RubinBrown's Internal Audit Services Group has performed **performance/Integrated audits** in many different industries, including the public sector. We specialize in analyzing complex processes and providing insight into the best practices and potential areas for improvement for our clients. **Please see Exhibit B on pages 6 – 11 for the firm's experience.**

3. **Biographies, including experience of individuals who will be assigned to the engagement, and relevant experience of each in auditing municipalities and electric utilities. Include a detailed representation of the organization of the audit team; the approximate percentage of time that each member would spend on the audit; and approximate staff time allocated to various audit areas.**

Please refer to Exhibit C above, starting on pages 12 – 14.

4. **Provide a list of the local office's (not your firm as a whole) local government audit clients for the current year and five preceding fiscal years. Indicate the type(s) of services performed and the number of years served for each.**

As part of the evaluation process, the City of Columbia may contact the offeror's references, including references not listed or identified within the offeror's proposal, but who have current or previous experiences with the offeror.

We have listed similar clients currently served by RubinBrown in Exhibit B on pages 6 – 11. We encourage you to contact the references to discuss the quality of our services and our expertise.

Exhibit C: Current/Prior Experience

RFP 64/2020 – Performance (Integrated) Audit Services

Experience - The offeror should provide information related to previous and current services/ contracts of the offeror or any proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on Exhibit B or in a similar manner.

Services provided to clients below are financial and compliance audit unless otherwise noted.

Internal Audit Clients are Blue

*Clients with utility operations

#Clients with electric utility operations

RubinBrown's governmental experience includes the following sample list of clients

Municipalities

- City of Independence, MO*#
Duration: 2019 - Current
- City of Lawrence, KS
Duration 2018 – Present
- City of Clayton, MO
Duration: 2009 - Current
- City of Lee's Summit, MO
Duration: 2009 - Current
- City of Leawood, KS
Duration: 2009 - Current
- City of North Kansas City, MO
Duration: 2009 – 2014; 2019-Current
- City of Olathe, KS*
Duration: 2010 - 2016
- City of Shrewsbury, MO
Duration: 2009 - Current
- City of Springfield, MO
Duration: 2016 - Current
- City of Wildwood, MO
Duration: 2009 – Current

Counties

- Boone County, MO
Duration: 2008 - Current
- St. Louis County, MO
Duration: 2005 - 2010 (Audit)
2016 - Current (Consulting)

Other (Including Utilities)

- Kansas City Board of Public Utilities*#
Duration: 2012 - Current
- Kansas Municipal Energy* Agency, KS
Duration: 2011 - Current
- Bi-State Development Agency of St. Louis, MO
Duration: 2009 - 2013
and 2019 - Current
- Economic Council of St. Louis County, MO
Duration: 2002 - Current
- Mid-America Regional Council, MO
Duration: 2011 - Current
- St. Louis Convention and Visitors Commission,
MO Duration: 2008 - Current
- St. Louis Art Museum, MO
Duration: 2006 - Current
- Metropolitan St. Louis Sewer District, MO*
Duration: 1992 -1996, 2001 - 2005 and 2012 – 2015
- Water District No 1 of Johnson County *
Duration: 2011 - Current

State Government

- Housing Authority of the City of Columbia, MO
Duration: 2016 - Current (LIHTC Audits), 2018 -
Current (PHA Audit)
- Missouri Department of Transportation, MO
Duration: 2013 - 2017
- Missouri Housing Development Commission, MO
Duration: 2001 - 2005
and 2013 - Current
- Missouri Student Loan Program, MO
Duration: 2016 – Current

Exhibit C: Current/Prior Experience

RFP 64/2020 – Performance (Integrated) Audit Services

We have significant experience in providing internal audit services to organizations of all sizes. Our deep internal audit experience, specifically in with governmental entities, allows us to leverage this knowledge to provide best practices to our clients, similar to the City.

Our management group and the Internal Audit staff have experience working in Internal Audit departments and/or project management within many organizations. We have selected these individuals to be team members based on their background and knowledge in the profession. Our team members have a variety of certifications (CPA, CIA, CISA, CFE, PMP, CQA, GSEC and CITP). This team has experience servicing the following organizations similar to the City

Public Sector

- City of El Paso, CO
- City of Lawrence, KS
- City of Springfield, MO
- City of Clayton, MO,
- City of Independence, MO
- City of Lawrence, KS
- City of Lee's Summit, MO
- Kansas City Board of Public Utilities
- Metropolitan St. Louis Sewer District
- Metropolitan Community College of Kansas City

Exhibit C: Current/Prior Experience

RFP 64/2020 – Performance (Integrated) Audit Services

Personnel Qualifications - If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

All members of the engagement team are full-time employees and located in St. Louis, Missouri.

Licenses - The offeror should submit a copy of all licenses and/or certifications related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the proposal, the City of Columbia reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to the contract award.

License to Practice in Missouri

An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in the State of Missouri. RubinBrown practices in the State of Missouri under license C0363F. A copy of the firm's licenses in Appendix C.

We affirm that all members of your engagement team are properly licensed in the State of Missouri. The firm is also properly licensed in the State of Missouri and in good standing with the Missouri State Board of Accountancy and will continue to be in good standing throughout the duration of the contract. A copy of all engagement staff licenses is in Appendix C.



Exhibit D: Required Detail (Method of Performance)

RFP 64/2020 – Performance (Integrated) Audit Service

EXHIBIT D

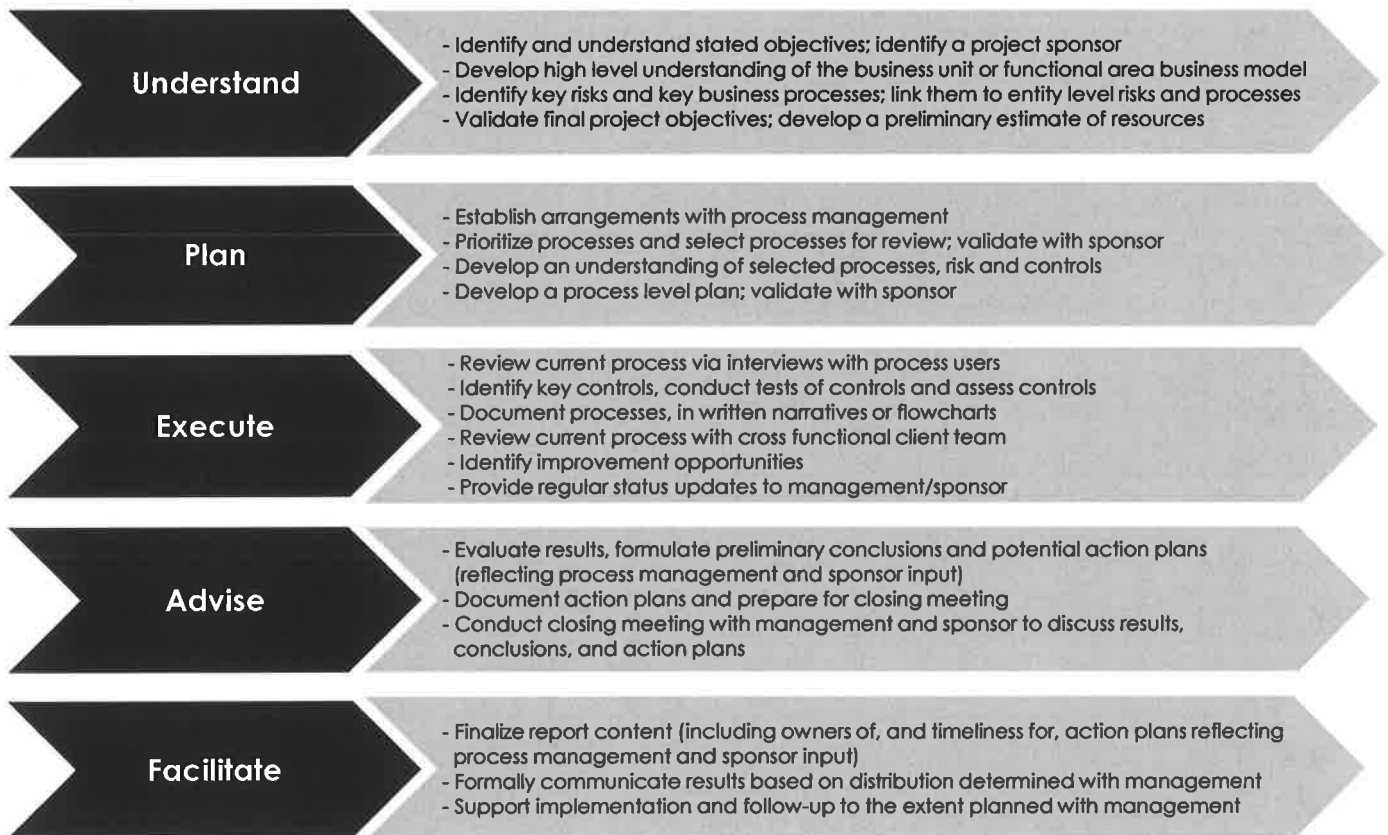
REQUIRED DETAIL (METHOD OF PERFORMANCE)

The offeror should use this Exhibit, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

Performance Audit Methodology

As experienced performance auditors, we offer a structured, yet adaptable, collaborative performance audit methodology (shown in the figure below), that is grounded in proven approaches (such as the IIA) and designed to prevent surprises for the City. The "RubinBrown Methodology" is used for all of our performance audit engagements, and we will work in partnership with your internal audit team to implement a similar methodology for the City.

It is a rigorous and repeatable approach that involves management and produces consistent, actionable results. Our methodology is as follows:



Throughout the entirety of our internal audit, we will maintain continuous communication with the City. Communication is essential throughout the project to ensure no surprises. Communication is embedded in each methodology element and links all of the methodology elements

Exhibit D: Required Detail (Method of Performance)

RFP 64/2020 – Performance (Integrated) Audit Service

Performance Audit Process and Timeline

To ensure a coordinated effort and a smooth process, we apply the following process to all performance audit projects conducted by RubinBrown. This is an example of a timeline and process, and each client is unique. Our process will be tailored to the City's performance audit needs.



- **Audit Planning Meeting** – This meeting will occur four to six weeks prior to the commencement of planned fieldwork. RubinBrown will define the audit area and audit objectives.
- **Planning Memo** – After the planning meeting, the engagement manager will develop an Engagement Planning Memo. The memo will provide/document information on the audit objectives, the scope of the engagement, risk and fieldwork overview, a time budget and timeline for completion of the audit and issuance of the report.
- **Fieldwork** – The RubinBrown service team members identified in the planning document discussed above will complete fieldwork. A disciplined approach to executing audits ensures we achieve your audit objectives on time and on budget.
- **Weekly Status Reporting** – RubinBrown will provide, at a minimum, a weekly status report to the point of contact identified at the initial planning meeting. This report will indicate areas completed during the week, areas where we have open questions, the status of requested documentation, etc.
- **Internal Audit Closing Meetings** – Preliminary findings will be reviewed at this meeting to help ensure the validity and accuracy of the findings and recommendations. It is RubinBrown's intent to have a first draft of the report findings for this meeting.
- **Quality Control** – The managers of the engagement perform a detailed review of the workpapers. The procedures include a thorough review of the workpapers for confirmation that they are complete and appropriately documented. The partner confirms the engagement has been properly planned and that the policies and procedures of RubinBrown were followed and complied with. The partner also performs a review of workpapers, and associated deliverables, such as reports and presentations. Once the team has a final draft of the report, it is final reviewed by the Engagement Manager and then sent to a qualified independent reviewer for a quality control review. Once the quality control comments are addressed, the Engagement Partner will complete a final review. These reviews are completed to verify the firm's procedures and policies were complied with along with the standards issued by our profession. In addition to our internal reviews, we allow stakeholder management to perform an evaluation of the report before it is finalized with executive management.
- **Data Analytics** – The use of data analysis technology, such as ACL, IDEA, Active Data, or Power BI increases audit coverage while minimizing costs. In some instances, 100% of transactions can be tested in less time than it would take to test less than 1% of transactions individually. These tools allow us to test more data in less time resulting in more assurance and lower costs.

Exhibit D: Required Detail (Method of Performance)

RFP 64/2020 – Performance (Integrated) Audit Service

Detailed Approach for Performance Audit of Finance and Utilities

Our team is experienced in providing operational assessments of Finance and Utility departments. For this project we would perform the following steps:

- Conduct a planning meeting with management four to six weeks prior to fieldwork to establish objectives and determine the scope of the review. This is an important step because it determines if the focus of the audit will be in assessing internal controls or reviewing operational processes for efficiencies, or both.
- Develop an audit planning memo that outlines the agreed upon scope and objectives, key contacts, a timeline for the project, and a budget. We ask for feedback on the planning memo so that everyone involved feels comfortable with the project plan.
- Prior to field work, we will work with management to plan interviews with department personnel and provide a document request list prior to arriving in the field. A typical document request for this project would include the mission and vision statements for both departments, the full universe of written policies and procedures for the Finance and Utility departments, training schedules for the departments, and full organizational charts.
- Once in the field we will interview subject matter experts to understand and document the current state of current business processes. We'll document those processes in flowcharts or written narratives in order to identify control gaps and weaknesses, as well as potential process improvements. Typical process improvements include:
 - Identifying manual processes that should be automated.
 - Eliminating duplicate or non-value added procedures.
 - Providing feedback on whether current business processes support the mission statement and objectives of the department.
- As part of our fieldwork we may perform testing of controls. Controls testing is driven by the initial risk assessment and the staff interviews, and will be tailored for your project. Procedures performed could include:
 - Reviewing cash receipts and providing recommendations on how to reduce the amount of cash received, and how to increase the number of debit card or online payments.
 - Testing purchasing card transactions.
 - Reviewing expense reports.
 - If policies are required to be updated on an annual basis we may review the revision date on policies.
 - Performing a duplicate payments review.
 - Testing segregation of duties and evaluating access rights to the systems that process transactions.
- Once fieldwork is completed we will hold a formal exit meeting where we provide draft written observations and recommendations to department management. Any content discussed at the formal exit meeting will have been discussed with your team prior to the meeting, and therefore there should be no surprises during the discussion.
- We will provide a draft report to your team for review and management response. The report will incorporate any feedback provided during the exit meeting. Often our reports include appendices with value-added items, such as benchmarking against similar sized organizations, data analysis of management system data, or best practices according to industry specific publications.

Exhibit D: Required Detail (Method of Performance)

RFP 64/2020 – Performance (Integrated) Audit Service

Indicate whether the offeror or the offeror's principals have other interests or relationships that might conflict with or compromise the requirements herein.

We hereby affirm that RubinBrown is independent of the City, as defined by the AICPA under generally accepted auditing standards and the provisions of *Government Auditing Standards* promulgated by the Government Accountability Office.

RubinBrown has not had any professional relationships involving the City, any of its agencies, component units or primary government for the past five years. RubinBrown is the current external auditors for Boone County. In addition, RubinBrown shall give the City written notice of any professional relationships entered into during the period of this agreement, if any.

Provide a list summarizing any pending or final legal proceedings involving you or your company that took place in any court of law, administrative tribunal or alternative dispute resolution process that was filed, settled or gone to final judgment within the last three (3) years. The summary need not disclose confidential information of a disputed allegation of fact or law but must contain the allegations made and/or contested or findings of the court of law, tribunal or dispute resolution process. Failure to provide a full and accurate summary of legal proceedings may result in rejection of the proposal or termination of any subsequent contract.

From time to time, RubinBrown has been subject to lawsuits. There has been no pending or previous litigation over the past three years, which involved the quality of our audit work or the pricing of auditing services rendered.

Document the offeror's financial solvency in a manner that is acceptable for public review. Audited financial statements for the last year will provide such documentation; however, the statements will become public information. If the offeror is a subsidiary, also provide the documentation for the parent company.

RubinBrown's policy prohibits the submission of confidential financial information. However, the firm is in strong financial condition and well-capitalized. If necessary, we would be happy to discuss this item with you via phone conversation. *INSIDE Public Accounting* lists RubinBrown as the 43rd largest firm in the United States. RubinBrown's annual revenues are more than \$100 million. We are 100% Partner-financed and have no long-term external debt.

Exhibit E: Notice to Offerors

RFP 64/2020 – Performance (Integrated) Audit Service



EXHIBIT E

NOTICE TO OFFERORS

Sections 285.525 To 285.550 RSMo.

Pursuant to section 285.530 (1) RSMo., 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 to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, 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)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City of Columbia requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For offerors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:
<http://www.dhs.gov/e-verify>



Company ID Number: 116278
Client Company ID Number: 664470

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A E-VERIFY EMPLOYER AGENT

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), RubinBrown LLP (Employer), and The Ultimate Software Group, Inc (E-Verify Employer Agent) regarding the Employer's and E-Verify Employer Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the E-Verify Employer Agent. References to the Employer include the E-Verify Employer Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the E-Verify Employer Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the E-Verify Employer Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.



Company ID Number: 116278
Client Company ID Number: 664470

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer RubinBrown LLP

_____ Name (Please Type or Print)	_____ Title
_____ Signature	_____ Date

E-Verify Employer Agent The Ultimate Software Group, Inc

Jennifer A Perez _____ Name (Please Type or Print)	_____ Title
<i>Electronically Signed</i> _____ Signature	04/22/2013 _____ Date

Department of Homeland Security – Verification Division

USCIS Verification Division

_____ Name (Please Type or Print)	_____ Title
<i>Electronically Signed</i> _____ Signature	04/24/2013 _____ Date

**Information Required
For the E-Verify E-Verify Employer Agent Program**

Information relating to your Company:

Company Name:RubinBrown LLP



Company ID Number: 116278
Client Company ID Number: 664470

Company Facility Address: One North Brentwood

Ste 1100

St Louis, MO 63105

County or Parish: SAINT LOUIS

**Employer Identification
Number:** 430765316

**North American Industry
Classification Systems
Code:** 541

Administrator:

Number of Employees: 500 to 999

Exhibit F: Miscellaneous Submittal Information

RFP 64/2020 – Performance (Integrated) Audit Service



EXHIBIT E, Continued
CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

County of St Louis)
)SS.
State of Missouri)

My name is Richard R Felet. I am an authorized agent of Rubin Brown LLP (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contacts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Richard R Felet

Affiant

Richard R Felet
Printed Name

Personally appeared before me, a Notary Public, within and for the County of

St. Louis,

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this 16th day of March, 2020.

My Commission expires 10-27-, 2023.



RENA S SIMMONS
My Commission Expires
October 27, 2023
St. Louis County
Commission #15053498

Rena S. Simmons
(Notary Public)

EXHIBIT F

MISCELLANEOUS INFORMATION

Employee/Conflict of Interest:

Offerors who are elected or appointed officials or employees of the City of Columbia or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror’s organization is currently an elected or appointed official or an employee of the City of Columbia or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the City of Columbia or any political subdivision thereof:	
If employee of the City of Columbia or political subdivision thereof, provide name of City or political subdivision where employed:	
Percentage of ownership interest in offeror’s organization held by elected or appointed official or employee of the City of Columbia or political subdivision thereof:	_____ %

Registration of Business Name (if applicable) with the Missouri Secretary of State

The offeror should indicate the offeror’s charter number and company name with the Missouri Secretary of State. Additionally, the offeror should provide proof of the offeror’s good standing status with the Missouri Secretary of State. If the offeror is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

MO License C0363F	RubinBrown LLP
<i>Charter Number (if applicable)</i>	<i>Company Name</i>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

RubinBrown LLP
PL001411540

was created under the laws of this State on the 2nd day of August, 2019, and is active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 26th day of February, 2020.


Secretary of State



Certification Number: CERT-02262020-0114

State of Missouri

Department of Insurance, Financial Institutions and Professional Registration
Division of Professional Registration
Missouri State Board of Accountancy
Limited Liability Partnership



VALID THROUGH OCTOBER 31, 2019
ORIGINAL CERTIFICATE/LICENSE NO. C0363F

RUBINBROWN, LLP
ONE NORTH BRENTWOOD BLVD.
SUITE 1100
SAINT LOUIS MO 63105
USA

Thomas O. DeLoof, CPA
EXECUTIVE DIRECTOR

Kyelle A. DeLoof
DIVISION DIRECTOR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/26/20

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

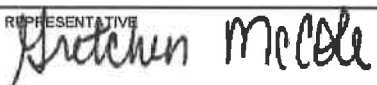
PRODUCER Aon Insurance Services 1100 Virginia Drive Fort Washington, PA 19034	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td colspan="2">Continental Casualty Company (CNA)</td> </tr> <tr> <td>INSURER B :</td> <td colspan="2"></td> </tr> <tr> <td>INSURER C :</td> <td colspan="2"></td> </tr> <tr> <td>INSURER D :</td> <td colspan="2"></td> </tr> <tr> <td>INSURER E :</td> <td colspan="2"></td> </tr> <tr> <td>INSURER F :</td> <td colspan="2"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Continental Casualty Company (CNA)		INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER B :																					
INSURER C :																					
INSURER D :																					
INSURER E :																					
INSURER F :																					
INSURED RubinBrown LLP One North Brentwood Saint Louis, MO 63105																					

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Insurance		APL-275253561	08/15/19	08/15/20	\$1,000,000 per claim and in the annual aggregate *Limits are as requested.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CITY OF COLUMBIA 701 E. BROADWAY, 5th FLOOR COLUMBIA MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **11/16/2020** **2/27/2020**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B: The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C: Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Fire Insurance Co of Hartford	20478	INSURER B: The Continental Insurance Company	35289	INSURER C: Valley Forge Insurance Company	20508	INSURER D:		INSURER E:		INSURER F:
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INSURER C: Valley Forge Insurance Company	20508													
INSURER D:														
INSURER E:														
INSURER F:														
INSURED 1324545 RubinBrown, LLP One North Brentwood Boulevard St. Louis MO 63105														

COVERAGES **CERTIFICATE NUMBER:** 16614365 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____	N	N	604365949	11/16/2019	11/16/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
C	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	5088164841	11/16/2019	11/16/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	4013790008	11/16/2019	11/16/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ XXXXXXXX
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4013789960	11/16/2019	11/16/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER 16614365 CITY OF COLUMBIA 701 E. BROADWAY, 5th FLOOR COLUMBIA MO 65201	CANCELLATION See Attachment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Appendix A





AUDIT QUALITY REPORT

ABSTRACT: view full report at
www.RubinBrown.com/AQR

JANUARY 2020



CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS CONSULTANTS

Professional Development and Competency

Hiring, Training and Advancement

RubinBrown devotes significant resources to recruit and retain the highest quality entry-level and experienced talent. New team members receive training in the firm's audit methodology, professional standards and ethics. Each team member has a Career Advocate to help to set professional goals and monitor performance. Team members are evaluated on performance and given feedback that is the basis for additional training, as well as compensation and advancement decisions. On average, each team member receives over 60 hours of training annually that consists of required training and specific training based on the team member's focus and specialization. RubinBrown offers flexible work programs to eligible team members, in order to retain top performers while giving them the flexibility to meet personal responsibilities.

Auditing often requires difficult judgments, which is why experienced RubinBrown partners lead the audits. On average, our assurance partners have over 20 years of experience in the auditing and accounting profession, and use that experience to ensure the highest quality audit.

RubinBrown is committed to active involvement in the accounting and auditing profession. Through our involvement, we are able to provide leadership to the entire profession and exchange ideas with other thought leaders. The firm is a member of the American Institute of Certified Public Accountants (AICPA) as well as the following AICPA quality groups:

- Center for Audit Quality (focused on public companies)
- Employee Benefit Plan Audit Quality Center
- Governmental Audit Quality Center

Additionally, several team members have served on national AICPA committees, including the Private Company Practice Section Technical Issues Committee and the Professional Ethics Executive Committee.

Assurance Average Annual Voluntary Turnover

5.31.2017	5.31.2018	5.31.2019
10.1%	12.9%	17.0%

Monitoring

Monitoring is an important part of the firm's commitment to audit quality, and integral to our culture of continuous improvement. Internal and external reviews of our audit quality allow us to continuously scrutinize our audit methodology and execution. RubinBrown uses the results of this monitoring to determine where additional firm guidance and training are necessary, and how team member performance could be improved. We are subject to external review by the Public Company Accounting Oversight Board (PCAOB), the U.S. Department of Labor, Offices of Inspectors General, state regulators, and the accounting firm performing our peer review. Additionally, we have internal monitoring programs, some of which are covered in more detail on the following pages.

RUBINBROWN AUDIT QUALITY REPORT

PCAOB Inspection

One of the key provisions of the Sarbanes-Oxley Act of 2002 (the Act) was the formation of the PCAOB. In accordance with the Act, the PCAOB conducts inspections of registered public accounting firms to assess their compliance with the Act, the rules of the PCAOB and SEC, and professional standards in connection with the audits of SEC issuers. For firms that audit less than 100 issuers, the PCAOB conducts inspections at least tri-annually.

The PCAOB report on each inspection includes a public portion and a nonpublic portion. The report describes the procedures performed during the inspection. The public portion contains comments on audit deficiencies related to specific audit engagements. The nonpublic portion contains comments on the audit firm's overall system of quality controls and audit performance. The Act provides that the nonpublic portion of the report will have limited distribution to specific regulators. An inspected firm with noted deficiencies in the nonpublic portion has one year in which to address them to the PCAOB's satisfaction. Only deficiencies that are not satisfactorily remedied would then be reported publicly.

During 2017, the PCAOB performed its fifth inspection of RubinBrown. The inspection consisted of a review of our processes, policies and procedures. The inspection also included a review of audit engagements, looking at our audit documentation and making inquiries of the audit engagement teams. The PCAOB issued its 2017 inspection report on December 14, 2017. The inspection report contained no findings. The inspection reports are available on the PCAOB website.

AICPA Peer Review

The firm participates in the AICPA peer review program that requires a triennial review of our system of quality control for our non-SEC accounting and auditing practice. The purpose of the AICPA peer

review program is to serve as a bridge between the PCAOB's inspection program and the firm's state licensing and other federal regulatory practice monitoring requirements.

The most recent peer review of RubinBrown's non-SEC accounting and auditing practice was completed by Postlethwaite & Netterville for the year ended May 31, 2019. In peer reviews, firms can receive a rating of pass, pass with deficiency(ies) or fail. Postlethwaite & Netterville issued a pass opinion dated October 20, 2019. The report is included in the appendix.

Internal Practice Monitoring

RubinBrown conducts an annual internal inspection program (Assurance Quality Review or AQR) that assesses the quality of our work for a cross-section of assurance engagements. The objective of the AQR program is to evaluate the design and operating effectiveness of the firm's quality control policies and procedures for our accounting and auditing practice. The AQR is conducted by team members who are not involved with the particular engagement being inspected. The AQR program also aids our efforts to continually identify areas where we can improve our performance or enhance our policies and procedures.

Based on the results of our 2019 internal inspection, we concluded that the system of quality control for our accounting and auditing practice has been designed and operates in a manner so as to provide the firm with reasonable assurance of complying with professional standards.



8550 United Plaza Blvd., Ste. 1001 – Baton Rouge, LA 70809
225-922-4600 Phone – 225-922-4611 Fax – pncpa.com

Postlethwaite & Netterville and Associates, L.L.C.

Report on the Firm's System of Quality Control

To the Partners of RubinBrown LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of RubinBrown LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, examinations of service organizations [SOC 1 and SOC 2 engagements].

As part of our peer review, we considered reviews by regulatory entities as communicated to the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of RubinBrown LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2019 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. RubinBrown LLP has received a peer review rating of *pass*.

Postlethwaite & Netterville

Baton Rouge, Louisiana
October 20, 2019

Appendix B





NOTICE TO OFFERORS

ADDENDUM #1 TO RFP 64/2020: Performance (Integrated) Audit Services

Offerors shall note the changes stated herein to the above mentioned RFP and *incorporate these changes in their proposals*. Offerors shall attach a signed acknowledged copy of this addendum to their proposal, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on-line.

This addendum consists of the following information:

- A) **The City shall extend the proposal submittal date to Wednesday, March 18, 2020 at 5:00 p.m. CST.**
- B) **The following questions (in black colored font) have been proposed by potential offerors. Answers (in red colored font) to questions have been provided by City of Columbia:**

1) The "Schedule of Activities" section indicates a contract start date of 5/1/2020 – how soon after this date does the City expect the work to begin?

Work will begin as soon as possible. Preferably by May 4, 2020, but it is understood if a mobilization factor would need to be included.

2) The "Scope of Services" section indicates the services will be conducted "on an as-needed basis" – can the City clarify this? For example, is the contractor expected to be "on call" for these services to be conducted at any time upon the City's request (regardless of the contractor's availability at that time) and/or does the City expect the contractor to provide these services for a certain/minimum number of hours per week/month/etc.?

After the initial audit, the City may require the firm to return and audit other divisions of the organization. This will be performed on an annual basis.

3) The "Audit Engagements" section indicates "for each task or audit assigned, the contractor shall submit for approval before field work commences: an audit plan with detailed audit steps, etc.", but the "Required Detail (Method of Performance)" section requires a written description of the audit approach. It would be difficult to provide a written description of the audit approach without knowing the task or audit assigned – is the City asking for a written description of the contractor's general audit approach, which may or may not be specific to these services?

In the "Required Detail (Method of Performance)" section, the City is asking for the firm's general approach

to performance (integrated) auditing, in regards to the Finance Department and Utilities Department.

4) Has the City had performance (integrated) audit services performed in the past? If so, what tasks or audits were assigned, and what were the results?

No, The City has not had a performance (integrated) audit in the past.

5) Is the City interested in having the contractor that provides its independent financial statement audit services provide these services as well?

Perhaps in the future, currently the City has an Independent Financial Auditor.

6) The City's website identifies an Internal Auditor. What involvement, if any, will the Internal Audit staff have with the awarded contractor and the audits performed?

Currently, this position is vacant and possibly could remain vacant.

7) Has the City contracted for internal audit services in recent years and if so, who was the firm?

No we have not.

8) Are there any prior audit reports available of the areas Budgeting process, Cash Management/Investing, Finance Department and Utility Departments, identified in the Scope of Services?

No

9) On pg. 5, the Scope of Services, item #2, it refers to an "initial audit". We are assuming these are to be separate audits and not a combined audit?

The "initial audit" will consist of Finance and the Utilities Department. Anything more than that will not be included in this scope of service, and would be considered a new audit.

10) When would the audits be expected to begin?

Preferably early May 2020

11) Does the City have a preferred timing of the audits (e.g., one per quarter) or can the contractor determine the scheduling?

The Contractor and the City will determine the appropriate length of the audit.

12) On pg. 5, the Scope of Services, item #2, includes "Utility Departments". But on pg. 11, "Pricing To Be Quoted", it does not mention the Utility Departments. Is this an error?

The only utility include in the scope of services should be the Water and Light department.

13) On pg. 6, Deliverables item #3 states the audit work papers shall be retained by the City Clerk. Is this correct?

Yes that is correct.

14) On pg. 11, "Pricing To Be Quoted", it notes we are to provide the cost of performing the initial audits, but on pg. 5, Audit Engagements, item #1, it notes that for each audit, the contractor shall submit for approval...total cost. Please clarify the difference in these two requirements. Is "Pricing to be Quoted" intended to be our billable rates?

Yes, Pricing to be quoted is the billable rate.

15) How many performance audits are expected to be performed during the first year of the agreement?

Two, Finance and Utilities Departments

16) What is the proposed budget for the first round of performance audits (i.e., first year of the contract)?

This is unknown.

NO OTHER ADDITIONAL CHANGES MADE

CALE TURNER
PURCHASING AGENT

ACKNOWLEDGMENT

The undersigned offeror hereby certifies that the change set forth in this Addendum #1 have been incorporated in their proposal and are a part of the Request for Proposal 64/2020. All other provisions of the RFP document, except as stated herein, shall remain in force as written.

Firm RubinBrown LLP Date 3/18/20

Signed 



NOTICE TO OFFERORS

ADDENDUM #2 TO RFP 64/2020: Performance (Integrated) Audit Services

Offerors shall note the changes stated herein to the above mentioned RFP and *incorporate these changes in their proposals*. Offerors shall attach a signed acknowledged copy of this addendum to their proposal, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on-line.

This addendum consists of the following information:

A) **The following questions (in black colored font) have been proposed by potential offerors. Answers (in red colored font) to questions have been provided by City of Columbia:**

1. The last paragraph of page 8 and third paragraph of page 9 of the RFP instruct offerors to organize and title the proposal into sections that correspond to the individual evaluation categories. However, the listed evaluation criteria on page 12 provides descriptions rather than titles/subheads. Can you clarify how you would like the RFP organized? Would it be compliant to organize the proposal according to the subheads under Required Proposal Submittals on page 10, including information to fulfill the evaluation criteria in the appropriate sections?

Yes, it would be compliant to organize the proposal according to the subheadings under Required Proposal Submittals on page 10.

2. Page 8 refers to a “registered offeror.” Can you clarify what a “registered” offeror is?

Please ignore the “registered” for this RFP.

3. How many references do you want included? Should the references be from the 5 examples required? (See page 10 under Experience/References section.)

There is no set amount of references required.

4. On page 10, #4, under Experience/References section, it is indicated that offerors provide a list of the local office’s local government audit clients for the current year and five preceding years. If a company plans to utilize team members from more than one office (e.g., Saint Louis, Kansas City, and Springfield), can we provide representative lists of clients for each of these offices or would you prefer we provide a list of clients from the division under which these team members will work (e.g., Public Sector division)?

We would like to review the experience of the company in regard to governmental auditing. It is acceptable for experience to come from more than one office.

5. Page 10 says we are to include biographies of team members and information provided on Exhibit C. Then states that we may also provide resumes. Are the resumes in addition to the biographies or in place of the biographies? Would it be acceptable to simply include resumes that give the information requested in Exhibit C and in #3 of the Experiences/References Section of the RFP?

Resumes are in addition to the biographies, and are optional.

6. Page 11, Pricing to be Quoted section, states that offerors shall submit a pricing proposal to include all cost components of the contractor's professional services. Is there a specific format needed for the pricing proposal? Is it complaint to offer pricing per phase of the project or is hourly rates with hours of work expected?

There is no specific format. Once the responses are reviewed, we will determine the need for standardization of pricing.

7. Can you clarify that the initial project for which pricing is to be quoted (audit of the Budget Process, Cash Management/Investing, and review of policies and procedures of the Finance Department) is to be performed as a Performance Audit versus an Integrated Audit?

The type of audit performed would be at the recommendation of the selected auditor.

8. Per the scope of services, item number 3, a risk assessment and evaluation of internal controls is required. Is this project specific (for each project perform a risk assessment and evaluation of internal controls, per the yellowbook performance audit standards), or would the City want an organization-wide risk assessment prior to any work taking place?

The intent would be per assigned project but the offeror should describe their method for meeting such requirement. This may change during the life of the contract.

9. Will the selected contractor have access to previously completed organization-wide risk assessments, or previously performance audits?

We will provide access to all documentation we have available. We are a Public Entity so we must provide all required documentation (Pursuant to Missouri Sunshine Law) to our citizens when requested.

NO OTHER ADDITIONAL CHANGES MADE

CALE TURNER
PURCHASING AGENT

ACKNOWLEDGMENT

The undersigned offeror hereby certifies that the change set forth in this Addendum #2 have been incorporated in their proposal and are a part of the Request for Proposal 64/2020. All other provisions of the RFP document, except as stated herein, shall remain in force as written.

Firm RubinBrown LLP Date 3/18/20
Signed 



Certified Public Accountants & Business Consultants



Fee Proposal to Provide Professional Services to

THE CITY OF COLUMBIA, MISSOURI

Subject

The City of Columbia, Missouri

Bidding Firm

RubinBrown LLP

Contact Person

Richard Feldt, CPA, CGMA

Address

One North Brentwood
Saint Louis, MO 63105

Direct Dial Number

314.290.3220

Fax Number

314.290.3400

Website

www.RubinBrown.com

RFP 64/2020

**FINANCIAL & COMPLIANCE AUDIT SERVICES -
PRICING**

Estimated Fees



Summary of Professional Fees and Expenses

We recognize your desire for professional service providers who are not only highly qualified, but who are also cost-conscious about the work they perform. We are mindful that cost is always a consideration in selecting a professional services firm. Our data analyses use Excel exports from accounting software. Therefore, no special computer programming on the City's part is required. We developed our fees based on our current understanding of the services required and our strong desire to build a long-term relationship with the City.

We are very excited about the opportunity to work with the City and grow our long-lasting partnership.

In addition to the required performance audit services, we will bring the following **value-added services to City:**

- We will hold strategy meetings throughout the year with management to discuss pressing issues, emerging industry trends, regulatory developments, etc. There is no charge for these strategy meetings.
- As needed phone call and email communication throughout the engagement with partners and engagement manager (no additional billing)
- Discounted rates on additional consulting services
- Partner/manager investment (25-30% partner/manager time in the field during audit fieldwork)
- Quarterly Governmental Seminars, CE eligible, on a variety of relevant and timely topics (no cost)
- Strategic partner that will strive to assist the City with emerging topics and challenges.
- Truly no surprise billings

Estimated Fees

Realizing the state of the economy and the challenges that the City is experiencing today, we have proposed a fee at a significant discount from our standard hourly rates.

DESCRIPTION OF SERVICE	GROSS	DISCOUNT	PROPOSED FEE
Performance Audit	\$32,600	~35%	\$21,000

Fees for future years will be based on economic increases, unless there is a change in the scope of services required or significant new accounting standards, tax regulations or compliance requirements that require implementation.

Hourly Rate for Additional Services

Our fees for any additional services will be billed based on the following range of hourly rates:

LEVEL OF PROFESSIONAL	HOURLY RATE
Partner	\$335
Manager	\$210
Senior Staff	\$130
Staff	\$115

Billing Practices

Our billing philosophy is based on a simple premise – **No Surprises.**

We believe that strong client relationships require open and effective lines of communication. We never want our clients to feel hesitant about calling us because they are concerned about "the clock ticking." An effective relationship also requires an attitude of fairness and a spirit of "give and take." Accordingly, RubinBrown views routine telephone calls and short meetings to be part of our fee arrangement. For this purpose, we define "routine telephone calls and short meetings" as those that do not require extensive additional research or follow-up time.

Attachment 2

Contracts Performance Audit Engagement Planning Memo



Objectives

The objectives of the Contracts Performance Audit are to:

1. Independently examine the policies and procedures in place for the Contracting process and determine if they are operating effectively; and
2. Evaluate business processes within the Purchasing division of the Finance department.
3. Evaluate the contract monitoring procedures in place in other departments involved with contracts for operating efficiencies and applicability of best practices.

Scope

The Contracts Performance Audit will include a review of:

- a sample of contracts executed in calendar year 2020
- a sample of contracts in effect in calendar year 2020 but executed in a previous year

In order to achieve the objectives above, we plan to perform the following actions:

- Interviews with personnel in the Purchasing Division of the Finance department responsible for the contracting process. The objectives of these interviews will be to understand these processes and document them written via narratives and/or process flows.
- Interviews with personnel from other departments involved in the contracting process, including the departments requesting the goods or services for a sample of contracts to gain an understanding of the monitoring mechanisms in place.
- Evaluate the following areas to determine whether procedures over these areas are operating effectively and identify opportunities for improvement:
 - Initiation of the contracting process (including how the City determines whether a service is performed internally or contracted to a third party);
 - Request for Proposals (RFP), quotations, or bids;
 - Vendor selection/scoring (includes evaluating contracts where the low bidder is not selected);
 - Management, Legal, and/or Council approval requirements; and
 - Contract monitoring
- Test a sample of contracts executed by the City of Columbia from the initial bid/RFP to the delivery of the goods or services to ensure the contracts were made in accordance with the City's policies and procedures and with industry best practices.
 - Our sample of contracts will cover multiple departments and include both high dollar and smaller dollar contracts. The contracts we select will include new contracts and renewals.
 - Our sample will include, but not be limited to: professional services, construction, land maintenance.
- Evaluate the City's ordinances/policies related to contracts to ensure they are current and reflect best practices.

City of Columbia

Engagement Planning Memo (continued)

Timeline

Estimated Planning Meeting	April 15, 2021
Fieldwork (Performed Remotely)	Throughout May 2021
Estimated closing meeting	June 11, 2021
Estimated final report issued	June 25, 2021

City of Columbia Contacts

Name	Title	Phone	Email
Matthew Lue	Director of Finance	573-874-7368	matthew.lue@como.gov
De'Carlton Seewood	Deputy City Manager	573-874-2489	Decarlon.seewood@como.gov
Cale Turner	Purchasing Agent	573-874-7375	cale.turner@como.gov

RubinBrown Audit Team

Name	Title	Phone	Email
Rick Feldt	Partner	314-290-3220	rick.feldt@rubinbrown.com
Kara Hershberger	Sr. Manager	314-413-1819	kara.hershberger@rubinbrown.com
Garrett Meyer	Manager	913-302-8126	garrett.meyer@rubinbrown.com

Budget

# of Contracts Included in Our Review	Budgeted Hours	Fees (Not-to-Exceed)
50	270	\$54,000