



MERCER COUNTY SCHOOLS

Bid Documents
AUDIT SERVICES (CPA)
FOR FINANCIAL ACCOUNTS

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REQUEST FOR PROPOSALS

Mercer County Schools
530 Perryville Street, Harrodsburg, KY 40330
P: (859) 733-7000 • F: (859) 733-7004

AUDIT SERVICES

The Board of Education of Mercer County, Kentucky (hereinafter called The Board) will receive sealed bids for items and/or services listed herein. You are invited to submit a sealed bid, subject to terms and conditions of this invitation to bid. Please read all instructions and specifications carefully. **Failure to comply with these instructions shall disqualify your bid.**

DELIVERY OF BID

Bids can be mailed or delivered in a sealed envelope marked “AUDIT RFP RESPONSE”, in the lower left-hand corner, to:

**Mercer County Board of Education
ATTN: Amber Minor
530 Perryville Street
Harrodsburg, KY 40330**

Bids may also be emailed to: amber.minor@mercerc.kyschools.us, with “AUDIT RFP RESPONSE” in the subject line.

PERIOD OF CONTRACT

The period of the contract will begin on July 1, 2026 for the audit period of July 1, 2025 through June 30, 2026.

The agreement may be extended annually for up to two (2) additional annual renewals if agreed upon by both parties. Prices may be renegotiated in March of each year, but may not exceed the percentage change of the Consumer Price Index annualized (from monthly percentage changes) as published on the Bureau of Labor Statistics website.

TIME OF BID OPENING

Bids will be opened on Thursday, March 5, 2026 at 11:00 am EST.

All bids must be received by the time and date designated in this invitation. None will be considered thereafter. **Failure to have bid submitted prior to the bid opening date, will automatically disqualify your bid.** The Board cannot assume the responsibility for any delay as a result of failure of the mails to deliver proposals on time.

LOCATION OF BID OPENING

Bids will be opened at the Mercer County Board of Education, located at 530 Perryville Street, Harrodsburg, KY 40330.

BID AWARD

Bid will be awarded at the regular board meeting held in March 2026.

Contract(s) may be awarded to any bidder(s), meeting all specifications and conditions, and are subject to all other provisions of this invitation to bid. Contracts may be awarded on an item, group or total basis; whichever is deemed to be in the best interest of The Board.

For any clarification relative to this bid, email all questions to: amber.minor@mercerc.kyschools.us

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AUDIT SERVICES
SPECIAL CONDITIONS - Page 1 of 2

AWARDING OF CONTRACT

Contracts may be awarded to the lowest responsible and responsive bidder meeting all specifications and conditions, and subject to all other provisions of this request for proposals. The Board has the right to reject any and all bids if it is deemed in the best interest of the district.

FIRM PRICES

Price(s) are to remain firm for the period of the contract.

WORKMANSHIP AND QUALIFICATIONS

The work outlined shall be done by an experienced, qualified contractor who will perform in a professional manner in strict compliance with safety requirements prescribed in current standards of O.S.H.A., state and local codes. Where there is a conflict in the minimum standards to be met among various codes, the most stringent will take precedence.

REFUSE

All refuse resulting from the work performed under this contract(s) will be properly disposed of by the contractor.

INSURANCE

General Conditions require contractors working for the Mercer County Board of Education, at a minimum, to carry liability and workmen's compensation insurance and to furnish proof of such coverage. The minimum coverage acceptable for this RFP is:

- a. Statutory Workman's Compensation Insurance on each employee.
- b. Public Liability not less than \$1,000,000 single limit per occurrence.
- c. Property Damage Liability, including Contractual Liability, with limits of not less than \$1,000,000 single limit per occurrence.
- d. Automobile Liability Insurance, including all Owner, non-Owner or hired vehicles, with limits of not less than \$500,000.00 single limit per occurrence.

PAYMENT & PAYMENT TERMS

PAYMENT TERMS ARE NET 30 TO 60 DAYS.

- Payments are made weekly. The Board attempts to be timely with all payments but is required to follow all board policies and procedures for payments.
- Checks/payments are run once a week. All invoices received after the check run deadline must wait until the following week for payments.
- In weeks that include a holiday, checks may or may not be printed. If printed, may change normal check day procedures. The Board attempts to contact any vendor that may be affected due to these changes.

OTHER CONDITIONS

- All blanks and information requested are to be completed on the bid forms in order to qualify your bid.
- The Board reserves the right to make multiple awards to two or more companies if it is in the best interest of the Board of Education. Do not bid any special groupings other than those listed herein.
- The awarded contractor(s) shall be responsible to provide The Board a current W-9 with the RFP response.

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AUDIT SERVICES
SPECIAL CONDITIONS – Page 2 of 2

AWARDING OF CONTRACT(S)

Contracts may be awarded to the best overall evaluated bidder meeting all specifications and conditions, and subject to all other provisions of this invitation to bid. The Board reserves the right to reject any and all bids, if it is deemed in its best interest. Bids will be evaluated based on the following criteria:

Fee Proposal	25 points
Firm Experience & Performance	25 points
Firm Qualifications	25 points
References	25 points
<hr/>	
Total	100 points

Fee Proposal Calculation – 25 points

The fee proposal figure shall be arrived at by awarding the bidder presenting the best value to The Board a score of 25 points. The other bidders shall be awarded a percentage of the total using the best value bidder as the baseline.

Example: Bidder A bids \$100.

Bidder B bids \$110.

Bidder A receives 25 points.

Bidder B receives points as follows: $(1 - ((\text{Bid B} - \text{Bid A}) / \text{Bid A})) \times 25 \text{ points} = 22.5 \text{ points}$

QUALITY OF SERVICE WRITE-UP (10-page maximum)

1. Firm Experience & Performance – 25 points

A written response shall be provided to address the relevant experience, performance and resources of the firm in accordance to the criteria listed under **Bid Specifications - Section 2: Scope and Nature of Audit.**

2. Firm Qualifications – 25 points

A written response shall be provided to address the qualifications of the Firm's representatives in accordance to the criteria listed under **Bid Specifications – Section 4: Firm Qualifications and Requirements.**

References – 25 points

A list of three existing audited entities shall be supplied with your proposal in accordance with the criteria listed under **Section 4.6 of the Bid Specifications.** Each of these entities will be contacted and asked overall on a scale of 1-10 to rank their experience. The three scores shall be averaged and this average will determine the bidders score based on this scale: 0-5 average = 0 points, 6-10 average = 5 points, 11-15 average = 10 points, 16-20 average = 15 points, 21-25 average = 20 points, 26-30 average = 25 points

Total – 100 points

Contract(s) may be awarded to the lowest and/or best evaluated bidder(s) meeting all specifications and conditions and subject to all other provisions of the invitation to bid, on a per item basis, on a group basis or on a total basis, whichever is deemed to be in the best interest of the Board of Education.

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AUDIT SERVICES
BID SPECIFICATIONS – Page 1 of 3

1. BACKGROUND

- 1.1. The Mercer County School District is a public-school district consisting of approximately 415 teachers and support staff service and approximately 2,700 students. The total budget, including all funds, for fiscal year 2025-26 is \$49,547,883.
- 1.2. Mercer County Schools conducts business via a number of governmental funds including general, special revenue, district and student activity, capital projects and enterprise. All disbursements are made from the accounts payable and payroll accounts at the district level. Mercer County Schools participates in numerous federal grants.
- 1.3. Financial transactions for Mercer County Schools are maintained using MUNIS software and most transactions are available electronically.

2. SCOPE AND NATURE OF AUDIT

- 2.1. Accountant(s) shall render an opinion on the financial statements of the Board for fiscal year ended June 30, 2026. The audit consists of three main parts:
 - Audit of the annual financial statements
 - Audit of all elementary, middle and high school activity funds in accordance with 702 KAR 3:130
 - Audits required under the Single Audit ActCopies of previous years' audit reports may be obtained at
<https://education.ky.gov/districts/FinRept/Pages/District-Financial-Audits.aspx>
- 2.2. All audits shall be conducted in accordance with generally accepted auditing standards, government auditing standards issued by the Controller General of the United States, provisions of Office of Management Budget Uniform Guidance, audits of state and local governments, and the auditing requirements prescribed by the Kentucky State Committee for School District Audits in Procedures for Auditing Local School Districts' Fiscal Records. Mercer County Schools uses disclosure checklists provided by the Government Finance Officers Association.
- 2.3. The audit shall be accomplished in accordance with the 2026 Independent Auditor's Contract. The firm whose proposal is accepted by the Mercer County School District agrees to execute such contract. This agreement shall not become effective until the State Committee for School District Audits has approved an application of the district for a school audit. The 2026 contract and Kentucky State Committee Requirements will be available on the below Kentucky Department of Education webpage:
<https://education.ky.gov/districts/FinRept/Pages/District-Financial-Audit-Contracts.aspx>
- 2.4. During the audit, certain professional courtesies shall be extended by both the auditor and the district. Audit planning will occur in June 2026, establishing critical milestones during the audit with periodic progress updates occurring during the engagement. The auditor shall provide a schedule of requested documents and reports to the district in an efficient manner. The successful firm shall agree to begin the audit of the accounts on or before **August 1, 2026** and further agree to complete and deliver said final audit report on or before **November 6, 2026**.
- 2.5. Mercer County Schools shall make available to the firm any and all information or records under its control that may be requested during the course of the audit. The auditor shall provide a secure, online method for district personnel to submit documents and information electronically to the audit firm. To the greatest extent possible, audit support documentation will be delivered electronically. The audit firm will have direct access to

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AUDIT SERVICES
BID SPECIFICATIONS – Page 2 of 3

the Mercer County Schools MUNIS system transactions during the engagement. Requests for additional documentation and resolution of audit issues will be submitted in writing and discussed in person if so requested. Along with auditing financial statements, the auditor shall also assist in the preparation of the financial statements.

2.6. The audit of district records for the most recent fiscal year was conducted by:

White and Company, PSC
219 S. Proctor Knott Avenue
Lebanon, KY 40033

3. AUDIT RESULTS

- 3.1. At the conclusion of field work, an exit conference shall be held with the Superintendent and Chief Financial Officer. All significant audit results and comments ("management letter") shall be presented in writing at the exit conference. Management will have seven days to respond to these findings. Management's response will be bound in the audit report. The finalized management letter will be submitted to the Kentucky Department of Education and will be a public document. Any final requests shall be presented in writing and discussed at this exit conference.
- 3.2. Financial reports and audit opinion letters for all funds and accounts audited shall be bound and submitted under one (1) cover. Seven copies shall be submitted to the Mercer County School District. An electronic copy shall also be furnished.
- 3.3. The auditor will complete the electronic form on the federal clearinghouse website with required Mercer County Schools approval.
- 3.4. Included in and made part of the audit shall be a reconciliation of all funds included in the scope of the audit. This reconciliation shall appear in the audit report.

4. FIRM QUALIFICATIONS AND REQUIREMENTS

- 4.1. The firm and its staff must have the following qualifications in order to be considered for and/or awarded the engagement:
 - The firm must be properly licensed for public practice and must be qualified as a Certified Public Accounting firm in the Register of Kentucky Accountancy.
 - The firm must have a minimum of five (5) years' experience conducting governmental and/or Kentucky school district audits. Provide a list of the Kentucky school districts audited within the last three (3) years.
 - The firm must meet the CPE and quality review requirements of the Yellow Book.
 - The firm must not have been reprimanded for sub-standard audit work as verified by the most recent opinion given on either its quality review, quality enhancement or peer review; whichever is applicable. The most recent quality review document must be submitted with the proposal.
 - The auditor in charge and engagement manager shall have a minimum of three (3) years' experience auditing Kentucky school districts.
 - All persons to conduct audit work must meet the independent requirements of the AICPA and KRS 156.480.
 - The firm must have qualified staff experienced in performing an audit under the provisions of the Office of Management and Budget Circular Uniform Guidance.

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AUDIT SERVICES
BID SPECIFICATIONS – Page 3 of 3

- 4.2. Changes in the audit team manager and supervisor(s) must be mutually accepted by each party.
- 4.3. Documents researched during the audit are to be maintained in order as found (i.e. alphabetical, numerical, chronological, etc.).
- 4.4. The subject audit and/or other professional services will be conducted by and under the direct supervision and control of the firm.
- 4.5. The firm submitting a proposal shall provide a list of staff persons to perform the audit, their qualifications, their individual CPE related to government and school accounting during the past two (2) years.
- 4.6. Each firm shall submit the names, addresses and phone numbers of at least three (3) relevant audited entities whose audits were performed pursuant to government auditing standards and the OMB Uniform Guidance. The audits should have been performed within the last five (5) years.
- 4.7. Payment for services rendered shall not be made until the audit is received and accepted by the Mercer County School District and the State Committee for School District Audits.
- 4.8. If agreed upon by both parties, this contract may be renewed for additional years.

5. FUND DESCRIPTIONS

The scope of the audit shall include but not be limited to:

- Fund 1 - General Fund
- Fund 2 - Special Revenue Funds (Federal, State, Local & Grant Programs)
- Fund 21 - District Activity Fund
- Fund 25 - School Activity Fund
- Fund 51 - Food Service Fund
- Fund 52 – Daycare Fund
- Fund 310 - Capital Outlay Fund
- Fund 320 - Building Fund
- Fund 360 - Construction Fund
- Fund 400 - Debt Service Fund
- Fund 8X - Fixed Assets

KRS 45A.455 CONFLICT OF INTEREST – GRATUITIES AND KICKBACKS

1. It shall be breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:
 - a. He or any member of his immediate family has a financial interest therein; or
 - b. A business or organization in which he or any member of his, or employee, is a party; or
 - c. Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
2. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal thereof.
3. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of subcontract or order.
4. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation thereof.
5. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

KRS 45A.990 PENALTIES

1. Any employee or any official of The Board of Education of Mercer County, Kentucky, elective, or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm, or corporation, offering, bidding for, or in open market seeking to make sales to The Board of Education of Mercer County, Kentucky shall be deemed guilty of a **Class C felony**.
2. Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money or any other thing of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, to any employee or to any official of The Board of Education of Mercer County, Kentucky, elective or appointive, in his efforts to bid for, or offer for sale, or to seek in the open market, shall be deemed guilty of a **Class C felony**.

GENERAL BID INSTRUCTIONS AND CONDITIONS (PLEASE READ CAREFULLY)

- A. **ACCEPTANCE OF BIDS:** The Board reserves the right to accept any bid, to reject any or all bids, to waive any irregularities or informalities in bids received where such acceptance, rejection or waiver is considered to be in its best interest. The Board also reserves the right to reject any bid where evidence or information submitted by the bidder does not provide satisfactory proof that the bidder is qualified to carry out the details of the contract.
- B. **BID DOCUMENTS:** Bid forms are provided with this "Invitation to Bid". All proposals shall be submitted on the "Bid Form".
- C. **SPECIFICATIONS:** Specifications are attached and are part of this proposal. All materials or services furnished must be in conformity with the specifications and will be subject to inspection and approval by the Finance Department. The right is reserved to reject and return at the risk and expense of the supplier, any item that may be defective or fail to comply with these specifications.
- It is important that each person submitting a bid follow carefully the specifications detailed herein. The bidder is instructed to complete all blanks and spaces where information concerning any items is requested. Only items meeting the requirements are to be quoted on the regular bid form.
- The Board reserves the right to waive compliance of any material or services with any particular specification where such waiver is considered to be in its best interest, including but not limited to cases where such waiver is necessary due to technical errors or inconsistencies in the preparation of such specifications.
- D. **KENTUCKY MODEL PROCUREMENT CODE (KRS CHAPTER 45A):** The Kentucky Model Procurement Code (KRS 45A), adopted by the Board, shall be deemed incorporated by reference in these specifications as though fully quoted herein. In the event of any conflict between this invitation to bid and the Kentucky Model Procurement Code Regulations, the Kentucky Model Procurement Code Regulations shall control.
- E. **PERFORMANCE BOND:** The Board reserves the right to determine the ability of any bidder to perform the work and any bidder shall, upon request, furnish such information as may be necessary to determine such ability, including performance bond, if requested.
- F. **FORCE MAJEURE:** Except to the obligation to make payment, any delay in or failure of performance by either party to this contract shall not constitute a default under this contract nor give rise to any claim for damage, cost, or expense if and to the extent such delay or failure is caused by an act of God, flood, fire, earthquake or explosion, war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest, government order or law, actions, embargoes or blockades, national or regional emergency, or similar event beyond the control of the delayed or non-performing party. Notwithstanding the foregoing, a party that is delayed in or prevented from performing for any reason shall promptly notify the other party in writing of the reason for the non-performance and the anticipated extent of any delay or non-performance and shall take diligent steps to minimize the adverse impact of the delay or non-performance.
- G. **PENALTIES:** In case of default by the vendor, The Board may procure the articles or services from other sources and may deduct from any unpaid balance due the vendor the amount of the excess cost so paid, and the price paid shall be considered the prevailing market price at the time such purchase is made.
- H. **TAXES:** The Federal Excise Tax and the Kentucky Sales and Use Tax are not to be imposed as The Board will furnish the successful bidder with proper tax exemption certificates upon request.
- I. **BRAND NAMES:** The brand or trade name, manufacturer's name, and/or catalog number must be listed in the column provided. If bidder fails to indicate brand or trade name, where requested, the item and bid may be disqualified.
- J. **I.R.S. W-9 FORM:** All Awarded Bidders as a result of this Invitation to Bid shall submit a completed IRS W-9 Form with their bid packet, if applicable.
- K. **PRODUCT EVALUATION:** Items will be disqualified that do not meet specifications or the accepted equal. If a product is purchased and it is later established that said product fails to comply with these specifications and conditions, the item will be rejected and returned to the supplier at the supplier's expense. No item shall be considered satisfactory that does not conform to our usual accepted methods, use, application, storage, handling and delivery. The decision concerning the satisfactory use and performance of any item on this bid shall be that of the Educational and Business Staff of The Board.
- L. **NON-DISCRIMINATION:** During the performance of this Contract, the Seller agrees as follows:
- a. The Seller shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or parental status, nation origin, race, sex, veteran status or political opinion or affiliation. The Seller shall take affirmative action to ensure that applicants are employed without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action shall include, although not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Seller agrees to post in a conspicuous place notices setting forth the provisions of the Equal Opportunity clause.

- b. The Seller shall in all solicitations and/or advertisements for employees placed by or on behalf of the Seller state that all qualified applications shall receive consideration for employment with regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status or political opinion or affiliation.
 - c. The Seller shall cause any subcontractor engaged to perform any services required by this contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.
- M. **DELIVERY:** The Contractor agrees to furnish and deliver the items within the terms of the contract.
- a. All costs for delivery, including drayage and freight, and for the packaging of said articles are to be borne by the bidder, and must be included in your bid prices.
 - b. If during the period of the contract, it is necessary that the Purchasing Agent place toll or long-distance telephone calls in connection therewith (for complaints, adjustment, shortages, failures to deliver, etc.) it is understood that the vendor will bear the charge of expense for all such calls.
- N. **SAMPLES AND/OR DESCRIPTIVE LITERATURE:** Samples may be required to assist in making decisions for awarding of contracts. The samples must be furnished by the time and date specified for bid opening. Failure to furnish samples may disqualify any bid.
- a. Samples shall be representative of items on which the bid is submitted and will be checked as deemed necessary by The Board for compliance with specifications outlined herein. Samples are to be properly marked for identification and they must indicate the supplier's name and the corresponding item number as shown in the invitation to bid. Samples are to be mailed or delivered to the Chief Financial Officer, 530 Perryville Street, Harrodsburg, KY 40330.
 - b. If samples are required, and they are not claimed, the samples will become the property of The Board.
 - c. All samples are to be furnished without cost to The Board with the right reserved to mutilate, consume or destroy such samples if considered necessary for testing purposes.
- O. **DESCRIPTIVE LITERATURE AND/OR MANUFACTURER'S SPECIFICATIONS:** The Board reserves the right to waive any discrepancies or inconsistencies between the submitted manufacturer's descriptive literature and/or specifications and the requirements of this invitation to bid, if; (1) the bidder actually submits a sample which conforms to all material requirements of this invitation to bid; or (2) the bidder certifies to The Board that the bidder can actually supply products which conform to all material requirements of this invitation to bid.
- a. NOTE: Descriptive literature and/or manufacturer's specifications should not be submitted unless expressly requested.
- P. **K.O.S.H.A STANDARDS AND HAZARD COMMUNICATION STANDARD 1910.1200:** If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupations & Safety Health Act) Standards, and must comply with the Hazard Communications Standard 190.1200 of the Occupational Safety & Health Administration.
- Q. **OR EQUAL CLAUSE:** Whenever, in any of the contract documents, an article, materials or equipment are described by use of a proprietary product or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, is implied.
- a. The use of a specific article or manufacturer's name shall be construed as an indication of the type of equipment, design, general construction, quality and finish. Such use shall not be construed as limiting or excluding any manufacturer's product of comparable quality, design and efficiency.
- R. **BIDS:** Businesses that fail to respond to invitations for bid or notices of availability on two (2) consecutive procurements of similar items may be removed from the applicable bidder mailing list.
- a. The Finance Department will make tabulations and each qualified bidder may request to be mailed a formal tabulation after The Board has taken official action. The Board of Education meetings are held monthly. Bidders are requested not to call the district for a tabulation of the bids.
 - b. Any bids received after scheduled time of opening will not be opened.
 - c. No bid can be corrected or altered or signed after being opened. The Board shall not be responsible for errors or omissions on the part of bidders in the creation of their bids. Any bids received unsigned shall be rejected.
 - d. All regular bids must be submitted in accordance with specifications on the bid form supplied with this invitation. The submission of a bid on the bid form certifies that the product meets any and all specifications except as noted on such form.
- S. **PRICES:** All prices quoted by the various bidders must be firm for a maximum period of sixty (60) days to allow acceptance by The Board. If awarded the contract, the prices shall then be firm for the time period that is indicated under "Period of Contract".
- a. All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out with correction inserted adjacent thereto and initialed by person signing the bid. Corrections made with correction fluid are to be initialed.
 - b. Quote on each item separately. Prices must be stated in units specified herein.
 - c. Bids that have clerical errors or irregularities are subject to correction only with concurrence with the Purchasing Agent. Unit prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.
- T. **SUBSTITUTIONS:** If during the period of the contract, a vendor finds it necessary to make substitutions, they must obtain prior approval from the Finance Department.
- U. **REQUIREMENTS:**
- a. All deliveries must be complete within thirty (30) days from receipt of purchase order unless otherwise stated in the bid specifications and conditions. The vendor must furnish invoices as follows:

- b. One (1) copy to the Finance Department.
 - c. No more than one (1) back order or partial delivery may be allowed on these items, unless otherwise stated herein. Ship complete within sixty (60) days or cancel.
 - d. All deliveries must be made to the location indicated at the time of purchase and signed for by a responsible district employee.
 - e. All invoices must show purchase order number, date of delivery, name of location and a list of items delivered by item name.
- V. **OTHER CONDITIONS:** All blanks and information requested are to be completed on the Bid Form in order to qualify your bid.
- a. The Board reserves the right to make multiple awards to two or more companies on the same item where more than one standard of quality is desired.
 - b. Do not bid any special groupings other than those listed herein.
- W. **HOLD HARMLESS:** Vendor agrees to indemnify and save The Mercer County School District harmless from claims for death or injury to Vendor's personnel arising while such personnel are on premises owned or controlled by The Mercer County School District in connection with the performance of this order, and Vendor shall maintain Worker's Compensation Insurance and Employees Liability Insurance in the minimum amount of one hundred thousand (\$100,000) dollars (unless otherwise specified within contract) covering all such personnel while on Mercer County School's premises.
- X. **CRIMINAL HISTORY VERIFICATION:** The successful bidder certifies that a criminal history background check has been performed on all employees that may come into contact with Mercer County Schools Students. Please note that any employees with the following offenses will not be permitted to have any contact with our students: Sex-related offense convictions; Convictions against minors; Felony offense convictions against persons or property; Alcohol violation convictions within two (2) years from date of check, and no more than two (2) such offense convictions in total; Drug related offense convictions; Deadly weapon-related offense convictions; A pattern of irresponsible behavior, based upon the background check.
- Y. **GOVERNING LAW:** The validity, performance, construction, interpretation and effect of any/all purchases shall be governed by the laws of the State of Kentucky. The Mercer County School District operates within Kentucky Model Procurement Code Chapter 45A which applies to any/all purchases. The Mercer County School District and the Vendor shall agree to submit themselves to the exclusive jurisdiction of the courts located within Mercer County, Kentucky in connection with any cause of action arising from any/all purchases.
- Z. **RECIPROCAL PREFERENCE:** In accordance with 200 KAR 5:400 - **ALL BIDDERS** must complete the attached "**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS**" and include this completed form with the bid submittal. If the non-resident bidder is from a state which gives a preference to its own resident bidders/vendors, but not to Kentucky vendors the Kentucky resident bidder gets a preference on the Kentucky bid opportunity equivalent to the preference given in the non-resident bidder's home state to that state's resident bidder.
- AA. **LEGAL AND CONTRACTUAL REMEDIES:** Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation of an award of a contract may protest to the Chief Financial Officer or the Superintendent, as the case shall require. The protest shall be submitted in writing, within fourteen (14) days after such aggrieved person knows, or should have known, of the facts giving rise thereto. Either the Chief Financial Officer or the Superintendent, as the case may require, shall have the authority to settle and resolve a protest of any aggrieved bidder, offeror or contractor, actual or prospective, concerning the solicitation or award of a contract. The authority shall be exercised in accordance with these regulations and may be supplemented by regulations promulgated by the respective designee's office.
- a. If the protest is not resolved by mutual agreement, either the Chief Financial Officer or the Superintendent shall promptly issue a decision in writing. The decision shall state the reason for the action taken, and inform the protestant of its right to administrative review.
 - b. A copy of the decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening. A decision shall be final and conclusive, unless modified pursuant to these regulations. In the event of a timely protest, The Board shall not proceed further with the solicitation or with the award of the contract until the Chief Financial Officer and the Superintendent enter into consultation, and thereafter make a written determination that the award of the contract, without delay, is necessary to protect the substantial interest of The Board. In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to the reasonable costs incurred in connection with the solicitation, including the bid preparation costs, other than attorney's fees or profit.
 - c. The decision of the Superintendent or his designee shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent or clearly arbitrary and capricious or contrary to law.
- BB. **LOBBYING:** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification pursuant to Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The following clause is suggested, but not mandatory.
- CC. The Contractor will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and has signed and attached to this agreement the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to the Mercer County School District.
- DD. **CORRECTIVE ACTION REQUEST (C.A.R.):** When an incident occurs with a contracted vendor that the Mercer County School District deems unacceptable, the Mercer County School District may issue a Corrective Action Request (C.A.R.) to the vendor.
- EE. The procedure is as follows:

- a. The Mercer County School District's Finance Department will issue a written C.A.R. to the vendor in question detailing the incident, problem, and/or issue(s) relating to the contract. This letter may be sent to vendor via certified mail.
- b. The vendor may have up to two (2) weeks from the date of issue to respond to Mercer County Schools in writing.
- c. The Mercer County Schools Finance Department will review the vendor's response, evaluate it, and determine whether or not the proposed solution is suitable to Mercer County Schools.
- d. Once the written response received from the vendor is deemed suitable by Mercer County Schools' Finance Department, Mercer County Schools will issue a C.A.R. - Response detailing the action proposed by the vendor and agreed upon by Mercer County Schools.
- e. If Mercer County Schools Finance Department does not receive a response from the vendor, the contract shall be dissolved and considered null and void. In addition, the Bidder may not bid on future contracts for three (3) years.
- f. If the written response received from the vendor is deemed unsuitable by Mercer County Schools Finance Department, Mercer County Schools will issue a C.A.R. - Response defining what action will be taken. Mercer County Schools may revoke the contract and refuse potential bids from the vendor until such a time is deemed suitable by Mercer County Schools.

FF. **CLEAN AIR/CLEAN WATER:** For contracts and sub-grants of amounts in excess of \$150,000, the contract must include a clause requiring the contractor to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-.7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and the contractor must agree to report all violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- b. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

GG. **SUSPENSION AND DEBARMENT:** Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required.

HH. The Contractor understands that a contract award (see 2 CUR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

II. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

- a. *The certification in this clause is a material representation of fact relied upon by The Mercer County School District. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to The Mercer County School District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CER 180 .220 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.*

JJ. **BUY AMERICAN:** The Buy American provision was added to the National School Lunch Act (NSLA) by Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336). Section 12(n) to the NSLA (42 USC 1160(n)), requiring school food authorities (SFA5) to purchase, to the maximum extent practicable, domestic commodity or product.

- a. "Domestic Commodity or Product is defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.

KK. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

LL. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

MM. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

NN. Buy American: Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

OO. Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when:

- 1. The product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and
- 2. Competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.

- PP. ALL products that are normally purchased by Distributor as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributor shall outline their procedures to notify School when products are purchased as non-domestic. Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing, by the Food Service Director, prior to the delivery of the product to the School. Any non-domestic product delivered to the School, without the prior, written approval of the Food Service Director, will be rejected.
- QQ. Distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.
- RR. **COST REIMBURSABLE CONTRACTS:** The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts.
- a. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
 - b. The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account);
- SS. The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
- a. The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
 - b. The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
 - c. The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
 - d. The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.
 - e. Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

**THE MERCER COUNTY SCHOOL DISTRICT
AUDIT SERVICES
BID FORM – Page 1 of 2**

Having carefully examined the instructions to bidders and the specifications, on the above referenced bid, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, services, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addenda _____ (*Insert the addenda numbers received or the word "none" if no addenda received.*)

EXCEPTIONS: _____

AUDIT COST SCHEDULE

The accounting firm of _____, submits the following proposed fees to perform annual audit services as outlined in this bid document, for **Fiscal Year ending June 30, 2026**:

Audit Service Cost not to exceed \$ _____

Incidental Costs (*travel costs, confirmation fees, etc.*) not to exceed \$ _____

TOTAL PROPOSED ANNUAL FEE AMOUNT NOT TO EXCEED \$ _____

(Fee Proposal portion of the evaluation shall be scored based upon the Total Proposed Annual Fee Amount)

PLEASE CHECK "YES" OR "NO"

	YES	NO
Is your firm properly licensed for public practice?	<input type="checkbox"/>	<input type="checkbox"/>
Do all persons to conduct audit work meet the independent requirement of the AICPA and KRS 156.480?	<input type="checkbox"/>	<input type="checkbox"/>
Does your firm meet the CPE and quality review requirements of the Yellow Book?	<input type="checkbox"/>	<input type="checkbox"/>
Has your firm been reprimanded for substandard audit work as verified by the most recent opinion given on either its quality review, quality enhancement or peer review, whichever is applicable?	<input type="checkbox"/>	<input type="checkbox"/>
Has your firm issued financial statements meeting GASB 34 requirements?	<input type="checkbox"/>	<input type="checkbox"/>

THE MERCER COUNTY SCHOOL DISTRICT
AUDIT SERVICES
BID FORM – Page 2 of 2

Prices on bid must be valid for the duration of the “Period of Contract”, or the bid will not be accepted. We, the undersigned, hereby agree to furnish to the Board of Education with the services as described as may be required during the year from date of contract in accordance with specifications and general conditions all of which form a part hereof.

Company_____

Contact/Title_____

Street Address_____

City _____ State _____ Zip _____

Telephone _____ Fax _____

E-Mail Address _____

Authorized Bidder’s Signature _____ Date _____

**THE MERCER COUNTY SCHOOL DISTRICT
AUDIT SERVICES
CHECKLIST**

CHECKLIST

All items listed below are due on or before the sealed bid opening, fully completed per instructions in order to qualify the bid. Failure to do so will disqualify your bid.

- _____ Completed Attached Bid Forms
- _____ Quality of Service Write-up (*10-page maximum*)
- _____ Current W-9 Form