

**Port Authority of the City of Saint Paul,
Capital City Properties
And
Go Wild, LLC**

GENERAL INFORMATION

FOR

PROFESSIONAL AUDITING SERVICES

October 2023

Port Authority of the City of St. Paul
400 Wabasha Street North, Suite 240
St. Paul, MN 55102

Port Authority of the City of Saint Paul, Capital City Properties
And
Go Wild, LLC

GENERAL INFORMATION

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Port Authority of the City of St Paul / Capital City Properties / Go Wild
GENERAL INFORMATION FOR AUDIT SERVICES

I. INTRODUCTION

A. General Information

The **Port Authority of the City of Saint Paul (Authority)** as well **Capital City Properties (CCP)**, a Minnesota not-for-profit wholly owned 501 (c) 3 entity, and **Go Wild, LLC (Go Wild)**, a Minnesota for profit Real Estate Company are each (Collectively referred to as “**Requestor(s)**”) requesting services from qualified firms of certified public accountants to audit their financial statements for the fiscal year ending December 31, 2023, with the option of auditing their financial statements for each of the four subsequent fiscal years. These audits are to be performed in accordance with generally accepted auditing standards as well as other applicable standards as outlined in this document.

There is no expressed or implied obligation for the Authority, CCP or Go Wild to reimburse responding firms for any expenses incurred in preparing a response to this request.

Any questions on our operations can be directed to Bruce A. Kessel, CFO. If you would like to schedule an on-site inspection, it would be held at a mutually agreed upon date and time at our offices at 400 Wabasha Street North, Suite 240, St. Paul; contact Bruce A. Kessel at 651-373-5495 or bak@sppa.com for scheduling.

Two copies of a proposal should be addressed to:

Port Authority of the City of St Paul
Bruce Kessel, Chief Financial Officer
400 Wabasha Street North, Suite 240
St. Paul, MN 55102

Replies should clearly be marked as such, with a separate document for the Authority, CCP and Go Wild. Each entity’s board will each separately make the final award for professional auditing services for their associated entity.

Unless clearly and specifically noted in a response and confirmed in the contract between the Authority, CCP and/or Go Wild and the firm selected, any conditions in this document will govern the engagement.

It is anticipated the respective boards will authorize entering into a contract in the 4th quarter for the subsequent year. Following notification, it is expected a contract will be executed between both parties within several weeks thereafter.

B. Term of Engagement

A five-year contract is contemplated, subject to the annual review and

recommendation of the staff and/or Board committee(s), the satisfactory negotiation of terms (including a price acceptable to both the Requestor(s) and the selected firm), and the concurrence of the Requestor.

C. Subcontracting

If any subcontracting is to be done, that fact, and the name of the proposed subcontracting firms, must be clearly identified in a response. Following the award of the audit contract, no additional subcontracting will be allowed without the express prior written consent of the Requestor(s).

II. NATURE OF SERVICES REQUIRED

A. General

The Requestors are soliciting the services of qualified firms of certified public accountants to audit its financial statements for the fiscal year ending December 31, 2023, with the option to audit the financial statements for each of the four subsequent fiscal years. These audits are to be performed in accordance with the provisions contained in this document.

B. Scope of Work to be Performed

The Requestors desire the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles or written agreed upon procedures for select entities (see Section D – Reports to be issued for a detailing listing).

The auditor is not required to audit the schedule of expenditures of federal awards unless the Authority meets the minimum threshold which subjects it to a Federal Single audit, at which time that option would be exercised. It is anticipated that for the period(s) in question, annual loans made from a revolving loan program initially funded with federal grant dollars will exceed the Federal Uniform Guidance threshold and as a result, the option would be exercised.

C. Auditing Standards To Be Followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants. If applicable, said audit(s) shall also be conducted in accordance with the standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards, the provisions of the Single Audit Act of 1984 (as amended) and the provisions of U.S. Office of Management and Budget (OMB) Circular and related Federal Uniform Guidance, Audits of States, Local Governments, and Non-Profit Organizations, Audits of State and Local Governments.

D. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue report(s) on the fair presentation of the financial statements in conformity with the above standards for the following (note: examples of prior year reports are attached):

1. Authority:

- a. Port Authority audited financial statements.
- b. Management letter addressing internal controls, systems, and procedures.
- c. Legal compliance letter (Minnesota Legal Compliance Guide for Local Government) for the Minnesota State Auditor.
- d. Federal Uniform Guidance of Grant Funds (if required; anticipated being required every year going forward).

2. CCP:

- a. Capital City Properties audited financial statements.
- b. Capital City Plaza Parking Garage St Paul (**Parking Garage**) was foreclosed on in 2022 and related redemption period ends in November 2022. As such no separate audit will be required in 2022 and it will not have any activity after 2022; and
- c. Management letter addressing internal controls, systems and procedures.

3. Go Wild, LLC:

- d. Go Wild, LLC audited financial statements;
- e. Go Wild, LLC tax returns (both federal and Minnesota); and
- f. Management letter addressing internal controls, systems and procedures.

The auditor shall communicate in a letter to management any deficiency in internal control found during the audit. A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness shall be defined as a deficiency or combination of deficiencies, in the design or operation of the internal control structure, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware to the following parties (level of reporting shall be to at least one level above where the acts occurred):

Controller, Chief Financial Officer, President, members of the Administrative Committee of the Authority, and /or the Boards of CCP and Go Wild, as well as the granting agency for any grant funds.

Reporting to the board /committee. Auditors shall assure themselves that the Authority's Administrative committee, CCP Board and/or the Go Wild Board are informed of each of the following:

1. The auditor's responsibility under generally accepted auditing standards.
2. Significant accounting policies.
3. Management judgments and accounting estimates.
4. Significant audit adjustments.
5. Other information in documents containing audited financial statements.
6. Disagreements with management.
7. Management consultation with other accountants.
8. Major issues discussed with management prior to retention; and/or difficulties encountered in performing the audit.

E. Special Considerations

1. The financial statements of the Authority are included as a component unit of the financial statements of the City of Saint Paul. It is anticipated that the auditor will **not** be required to provide special assistance to the City's auditors.
2. The Authority may occasionally prepare one or more official statements in connection with the sale of debt securities which will contain the general purpose financial statements and the auditor's report thereon. The auditor shall be required, if requested by the fiscal advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters."
3. If required by Federal Uniform Guidance, the Schedule of Expenditures of Federal Awards and related auditor's report, as well as the reports on compliance and internal controls are not to be included in the Authority's financial report but are to be issued separately.
4. The Authority owns 100% of CCP which is a component unit of the Authority. CCP owns 72.5% of Go Wild, and as such, Go Wild is considered and reported as a discretely presented component unit of CCP.
5. On or about December 31, 2021, the Authority entered into a long-term agreement with DE Energy Park LLC to lease them the Energy Park Utility System (EPUC); under its terms they will operating the system under the existing franchise agreement. In 2021 and previous years, EPUC's operations had a separate audit and were including in the Authority's financial statements. This arrangement is considered a service concession agreement and was recorded as a deferred inflow in 2021 which will be recognized as revenue over the term of the agreement.
6. In May 2022 the Trustee for the Capital City Plaza Parking Garage (Garage) foreclosed on the facility and sold it to a third party. In November 2022, the redemption period on the foreclosure will end and neither CCP nor the Authority will have any remaining rights or obligations on the facility or its debt. No standalone audit will be required for the Garage in 2022, and there will be no activity for Garage activity on CCP's financial statements after 2022.

F. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the Requestor(s) of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

1. Authority;
2. CCP;
3. Go Wild, LLC;
4. U.S. General Accounting Office (GAO);
5. Parties designated by the federal or state governments or by the Authority as part of an audit quality review process;
6. Auditors of entities of which the Authority is a subrecipient of grant funds; and
7. Auditors of City of which the Authority is a component unit

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

III. DESCRIPTION OF THE ENTITIES

- A. The Requestors are located at 400 Wabasha Street North, Suite 240 in St. Paul, MN; phone 651-373-5495. All other entities for which additional reports are to be issued are also located in St Paul, with the related records being located in downtown St. Paul (some Parking Garage records may be located at operator's main office in downtown Minneapolis).

The auditor's principal contact with the Requestors will be Bruce A. Kessel, Chief Financial Officer, who will coordinate the assistance to be provided by the Requestors to the auditor.

A list of key personnel as well as a separate organizational chart are available upon request.

- B. Background Information

The Authority/CCP serves the residents of Saint Paul and the east metro area. Go Wild owns and operates an approximately 540,000 square foot five-story mixed-use building and attached six-level parking structure known as the Treasure Island Center, located at 400 Wabasha Street North, Saint Paul, MN.

The Requestors' fiscal year all begin on January 1st and ends on December 31st. More detailed information on the entities and their finances can be found in the attached annual financial statements.

C. Accounting / Reporting Structure

The Authority classifies its assets, liabilities, revenues, and expenses by entity and identified some activity additionally by project. In addition, it discloses the amount of debt it has issued on behalf of others. CCP is a component unit of the Authority. The CCP is the majority owner of Go Wild.

CCP is comprised of the following:

- a. Capital City Plaza Parking Garage St Paul (until foreclosure and expiration of redemption period ending in November 2022);
- b. Two joint ventures, each associated with a 50% interest in leased office / business center property (the other partner in the joint venture is the managing partner);
- c. Go Wild, LLC. CCP owns a 72.5% interest and as such, is the majority partner;
- d. CCP received three New Market Tax Credit allocations totaling approximately \$49 million. Six single purpose entities were formed as well as one pooled entity with three projects. In each of the projects, CCP was the minority partner (0.01% interest) as well as their managing partner; activity related to these entities includes collection of periodic payments from borrowers and remitting the amount collected to an investing partner; frequency of activity for each NMTC is not more than once a month per entity; each NMTC entity is audited by another firm and is not part of the scope of this proposal; all NMTC entities have reached the end of their life, and were terminated prior to December 31, 2022.
- e. CCP does consulting for other entities (both public and private) on an hourly basis.
- f. CCP owns a not-for-profit entity, Employer Solutions, Inc., which is currently dormant with no plans to activity it in the near future.
- g. Other miscellaneous activity.

Go Wild owns and operates an approximately 540,000 square foot five-story mixed-use building and attached six-level parking structure known as the Treasure Island Center, located at 400 Wabasha Street North, Saint Paul, MN. The office space in the space is occupied by private businesses and governmental agencies. The space also contains retail and restaurant space, and is also the practice facility and offices for the Mn Wild professional hockey team. The building and hockey rink include a number of locations for billboards and sponsorships for the project.

D. Budgetary Basis of Accounting

The Authority and CCP prepare their budgets on a basis consistent with generally accepted accounting principles. Go Wild prepares a cash basis budget.

E. Federal and State Awards

During the fiscal years to be audited, it is anticipated that the Authority will receive grants from a number of Federal and state agencies, including the US Environmental Protection Agency, the Metropolitan Council, the MN Department Employment and Economic Development, and the MN Ports Association. In the past, it has also received funds from the US Department of Commerce for a revolving loan program. For the foreseeable future, it is anticipated that the total federal assistance (including new revolving loans with the forenamed grant proceeds) will exceed \$750,000 and as such, the Authority will be subject to Federal single audit under the Federal Uniform Guidance.

CCP does not normally receive any state or federal grants and as such, does not anticipate being subject to an A-133 audit during the duration of the audit period(s).

F. Pension Plans / OPEB Trust

Authority employees participate in one of two pensions: a) employees hired after June 30, 2003, as well as certain other employees participate in the Public Employees Retirement Fund, which is a cost-sharing, multiple employer retirement plan; b) One other full-time employees is required to participate in an Authority sponsored 414 (d) pension plan; it is anticipated that the plan will be terminated upon the retirement of the one remaining active participant (currently estimated to be no later than January 2024).

For employees hired prior to 2002 and retire with at least 20 years of service, the employee and their family receive up to \$300 per month towards health insurance. As of December 31, 2021, nine retirees are receiving the benefit, and there are 4 active employees who have 20 years of service. No other employees are eligible for the benefit. The estimated present value of this benefit is approximately \$615,000 and an irreversible trust has been established at the State of Mn with a balance in excess of this amount on December 31, 2021.

G. Joint Ventures

The Authority does not participate in joint ventures (as defined for financial statement reporting purposes) with other entities. (Note: the Authority does have joint powers agreements with most Mn Counties and some other Mn political subdivision which allows the Authority to issue PACE debt and collect special assessments for repayment on the debt, on property located within that jurisdiction.) CCP has entered into one or more joint venture agreements with developers, whereby CCP contributes land and the developer contributes it internal expertise and cash to develop and office building; during 2022, it is anticipated that CCP will be involved in less than four such projects.

H. Magnitude of Finance Operations

The finance department is headed by Bruce Kessel, CFO and consists of a Controller, a VP of Finance, and one staff accountant. Two of the individuals are CPA's while a third is in the process of obtaining a CPA license. In addition, the Authority contracts with an outside firm for IS services, including periodic on-site personnel and a 24 hour / 7 day a week call center.

CCP does not have any employees and as such the Authority performs its accounting and related functions. Go Wild also has no employees and CCP has entered into a management agreement with Go Wild to perform all the related administrative functions for them.

I. Computer Systems

The Authority maintains six windows servers, all of which are either virtualized on a Wmware host or in the process of being converted from physical to virtual states. All personnel are connected via a network utilizing (2) Microsoft Windows Server 2016 domain controller servers as well as four other member servers (all running supported Windows Server OS) hosting various systems and functions. The system is backed up several times per day, with backup images stored on-site and uploaded off-site.

Accounting has been performed using the Microsoft Dynamics NAV 2017 version 10 software application utilizing its General Ledger, Accounts Receivable, and Accounts Payable modules; currently the system is being upgraded to Microsoft Business Central 20. Reports are generated by and/or extracted from these systems or from a report writer which provides greater flexibility in the reports' design and functionality (excel report which is linked to the NAV database).

J. Availability of Prior Audit Reports and Working Papers

Select prior year's audit reports and management letters are attached. The Authority will use its best efforts to make other audit reports and supporting working papers available to proposers to aid their response to this request for services.

IV. TIME REQUIREMENTS

A. **Deadline for Submission** Submissions are due in the offices of the Saint Paul Port Authority.

B. **Notification and Contract Dates**

Selection of firm by Boards No later than Jan 31 for the prior year end

Contract date within two weeks of Board selection

C. Date Audit May Commence

The Requestors will have preliminary records ready for audit and all management personnel available to meet with the firm's personnel at an agreed upon date at some time between early September and late November. Most annual information will be available in early February.

D. Schedule

Requestors' staff will assist, as outlined below, in the successful completion of the engagement in a manner and in a format acceptable to both the Requestor and the firm. If the firm wishes to perform preliminary field work, Requestor's staff is willing to work out an agreed upon schedule.

It is anticipated that each of the following should be completed by the auditor no later than the dates indicated.

1. Interim Work
The auditor shall complete any interim work by December 20th. Prior to undertaking any work, the Requestor shall be provided at least three weeks advanced notice including any schedules or assistance to be provided by the Requestor.
2. Detailed Audit Plan for Year End
The auditor shall provide Authority/CCP by January 5th both a detailed audit plan and a list of all schedules to be prepared by the Requestor. A listing of schedules prepared in prior years is attached.
3. Fieldwork
The auditor shall complete all fieldwork by April 15th.
4. Draft Reports
The auditor shall have drafts of the audit report[s] and recommendations to management available for review by the Chief Financial Officer by March 30th. The CFO will complete a review of the draft report as expeditiously as possible; it is not expected that this process should exceed one week. Final drafts should be available for the Administrative Committee by April 15th.

E. Entrance Conferences, Progress Reporting and Exit Conferences

1. Entrance conference with all key finance department personnel and other key personnel as needed. The purpose of this meeting will be to discuss prior audit problems and the interim work to be performed. This meeting will also be used to establish overall liaison for the audit and to make arrangements for workspace and other needs of the auditor. This should be

completed no later than late-September.

2. Progress conference with CFO and key personnel. The purpose of this meeting will be to summarize the results of the preliminary review and to identify the key internal controls or other matters to be tested, and to discuss the year-end work to be performed – to be performed no later than early December.
3. Progress conference with CFO and Authority’s Administrative Committee (or designees) – no later than the January scheduled meeting.
4. Progress conference with CFO and key personnel. The purpose of this meeting will be to discuss the year-end work to be performed – to be performed no later than early February.
5. Exit conference with CFO and key personnel. The purpose of this meeting will be to summarize the results of the field work and to review significant findings. No later than two weeks prior to final report presentation to the entity’s Board.

F. Final Report Due Date

The Auditor shall prepare draft financial statements, notes and required supplementary schedules for the Authority, CCP and Go Wild.

The Requestors’ preference is that the reports be delivered in April, however a mutually agreed upon date will be established prior to entering into a contract for services. (Note: since the City of St. Paul includes information on the Authority in its annual report, it is anticipated that the City will require a report no later than May. In addition, bond documents require that the audit report for the Go Wild be delivered to the Trustee in April).

For planning purposes, the auditor shall provide all recommendations, revisions, and suggestions for improvement to the Requestor early enough to a) allow the Requestor at least one week to review the draft reports and letters; b) time to meet, discuss, and resolve any issues; and c) make any revisions necessary to the draft reports and letters prior to being distributed to its Board. The auditor's report(s) and letter(s) shall be delivered to the Administrative Committee for its April meeting. CCP and Go Wild reports and letters shall be delivered for their April meeting. (NOTE: reports need to be delivered by the Wednesday prior to the meeting). Once all issues are discussed and are resolved, the final signed report shall be delivered to the Requestor **no later than April 25th**. For all the reports issued, the auditor will also be responsible for providing an electronic copy of the report which can be used by the Authority for transmitting to other entities as required.

Go Wild will also require federal and Minnesota state tax returns. While CCP is not required to file tax returns, the other three owners need timely returns for the completion of their tax returns.

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

A. Finance Department and Clerical Assistance

The finance department staff, and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be performed by the Requestor.

B. Electronic Data Processing (EDP) Assistance

Personnel will also be available to provide systems documentation and explanations. It is not anticipated that the audit approach will include any electronic testing of transactions nor the use of any specialized software on the Authority's computer systems.

C. Statements and Schedules to be Prepared by the Staff of the Authority/CCP.

The staff of the Requestor will prepare the statements and schedules listed in the attached schedule.

D. Work Area, Telephones, Photocopying and FAX Machines

The Requestor will provide the auditor with reasonable workspace, desks and chairs. The auditor will also be provided with access to telephone lines, photocopying facilities, and FAX machines subject to the reasonable restrictions.

E. Report Preparation

Report preparation, editing and printing shall be the responsibility of the auditor.

VI. REQUIREMENTS

A. Independence

The firm should provide an affirmative statement that is independent of the Authority, CCP and/or Go Wild LLC as defined by [generally accepted auditing standards/the U.S. General Accounting Office's *Government Auditing Standards* (1994)]

The firm should also list and describe the firm's (or proposed subcontractors') professional relationships involving the Authority/CCP/Go Wild or any of its agencies/entities or the City of St Paul for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give the Authority/CCP/Go Wild written notice of any

professional relationships entered into during the period of this agreement.

B. License to Practice in Minnesota

An affirmative statement should be included that the firm and all assigned key professional staff are properly registered/licensed to practice in Minnesota

C. Firm Qualifications and Experience

Information should be provided on the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements, if applicable.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

D. Partner, Supervisory and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement including information on the related auditing experience of each person. Indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff, consultants and firm specialists can be changed over the course of the engagement, however, the Authority requests that they be consulted on such changes and requests that replacements have substantially the same or better qualifications or experience.

E. Similar Engagements with Other Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements performed in the last five years that are similar to these engagements. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

F. Specific Audit Approach

A general work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II above should be provided. Such information may include items such as: a) Level of staff and number of hours to be assigned to each proposed segment of the engagement; b) Type and extent of analytical procedures to be used in the engagement; c) Approach to be taken to gain and document an understanding of the Authority's/CCP's internal control structure; d) Approach to be taken in determining laws and regulations that will be subject to audit test work; e) Method used to test for compliance; and f) Other relevant information.

G. Identification of Anticipated Potential Audit Problems

Identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the Authority/CCP.

H. Report Format

Include a sample format for required reports if they are anticipated to be materially different from the attached reports. Some of the required reports include two years of information. As such, it is anticipated that the selected firm will be required to obtain certain assurances from the prior auditor about the previously audited data. If the proposer anticipates any additional work related to this procedure, it should be so identified and any additional charges during the first year as a result of obtaining such assurances should be included in the dollar cost proposal. If the first-year audit will be for only a single year, that also should be disclosed

I. Dollar Cost Bid

1. Total All-Inclusive Maximum Price

The dollar cost bid should contain all pricing information relative to performing the audit engagement as described in this document. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The Requestors will not be responsible for expenses incurred in preparing and submitting this bid.

The dollar cost bid should include the following information:

- a. Name of Firm
- b. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the Authority and/or CCP.
- c. A Total All-Inclusive Maximum Price for the engagement for the Authority, CCP and/or Go Wild. For the Authority, the Total All-

Inclusive maximum price should be included, as well as the individual component prices for each report identified in II D (1) above, that equals the total price. For CCP the total and component prices for the entities identified in II D (2) should be provided.

For subsequent years, identify the method to be used to determine fees or attach information similar to that for the 2022 engagement for the Requestors. If such rates are subject to increase based upon some index, identify the index to be used.

2. Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each

For the Port Authority, Capital City Properties and the Go Wild audits, provide an estimate of the hours to be spent by each class of employee as well as the associated billing rates, and any discounts that may be applied for each engagement. Estimated hours for the other reports is optional.

3. Out-of-pocket Expenses

All estimated out-of-pocket expenses to be reimbursed should be included in the dollar cost bid. All expense reimbursements will be deemed to be included in the total all-inclusive maximum price submitted by the firm.

4. Rates for Additional Professional Services

If it should become necessary for Requestor to request the auditor to render any additional services to either supplement the services requested in this document or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between Requestor and the firm. Any such additional work agreed to between Requestor and the firm shall be performed at the rates no higher than the Quoted Hourly Rates set forth in the schedule of fees and expenses included in the dollar cost bid, unless identified in the proposal and agreed to in writing by the Requestor.

5. Manner of Payment

Progress payments will be made based on hours of work completed during the course of the engagement in accordance with the firm's dollar cost bid.

Interim billing shall cover a period of not less than a calendar month. (If the firm selected proposes some other form of payment, it should be identified in its proposal.) Any request for payment should be received by the Authority no later than the 15th of any month for payment by the end of that month. Ten percent (10%) may be withheld from each billing pending delivery of the final reports.

VII. SELECTION

The Authority will select a firm based upon the recommendation of the Administrative Committee. In addition, CCP and Go Wild will select a firm based upon their review of the proposals.

It is anticipated that staff will make a recommendation of a firm(s) in early November 2022 with board approval(s) later in the month. Following notification of the firm selected, it is expected a contract will be executed between both parties within two weeks after the selection by the associated Boards.

APPENDIX A-1
Port Authority of the City of St. Paul

PROPOSER GUARANTEES

- I. The proposer certifies it can and will provide and make available, as a minimum, all services set forth in Request for Proposals, Section II, Nature of Services Required.
- II. The proposer has read the request for proposals as well as the proposer warranties noted below and agrees that the detailed rights and prerogatives are retained by the Port Authority of the City of St Paul (Authority).
- III. The proposer agrees to be bound by the contractual requirements delineated in the request for proposals and the proposer warranties.

PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of Minnesota laws with respect to foreign (non-state of Minnesota) corporations.
- B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Authority.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official:

Name (typed):

Title:

Firm:

Date:

APPENDIX A-2
Capital City Properties

PROPOSER GUARANTEES

- I. The proposer certifies it can and will provide and make available, as a minimum, all services set forth in Request for Proposals, Section II, Nature of Services Required.
- II. The proposer has read the request for proposals as well as the proposer warranties noted below and agrees that the detailed rights and prerogatives are retained by Capital City Properties (CCP).
- III. The proposer agrees to be bound by the contractual requirements delineated in the request for proposals and the proposer warranties.

PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of Minnesota laws with respect to foreign (non-state of Minnesota) corporations.
- B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of CCP.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official:

Name (typed):

Title:

Firm:

Date:

APPENDIX A-3
Go Wild, LLC

PROPOSER GUARANTEES

- I. The proposer certifies it can and will provide and make available, as a minimum, all services set forth in Request for Proposals, Section II, Nature of Services Required.
- II. The proposer has read the request for proposals as well as the proposer warranties noted below and agrees that the detailed rights and prerogatives are retained by Go Wild LLC (Go Wild).
- III. The proposer agrees to be bound by the contractual requirements delineated in the request for proposals and the proposer warranties.

PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of Minnesota laws with respect to foreign (non-state of Minnesota) corporations.
- B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of Go Wild.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official:

Name (typed):

Title:

Firm:

Date: