

8 July 2024
Sisseton-Wahpeton Oyate Vice-Chairwoman's Office
Request for Proposals

Purpose Statement

The Sisseton-Wahpeton Oyate is requesting proposals to audit the financial statements for the periods of October 1, 2022 to September 30, 2023. In order to facilitate comparison of proposals received, the proposal should include:

1. A transmittal letter stating your understanding of the necessary audit procedures.
2. Profile of your firm and audit team that will be assigned to the audit.
3. Employee and staff qualifications.
4. A statement that your firm meets the mandatory criteria as to independence and license to practice.
5. Retention of audit working papers.
6. A copy of your most recent quality review report and letter of comments (including any finding(s) identified by your quality review).
7. A summary of your firm's experience in preparing tribal audits.
8. A breakdown of the all-inclusive fee.
9. Any data as to minority preference.
10. Additional services to be provided as part of the audit.
11. Copy of SWO Business License, if proposal is approved.

Scope of Work

The Auditor will be expected to draft the following financial statements and schedules and all required financial statement footnotes, based on the trial balances and other books and records of the Tribal Government. The Tribe's Chief Financial Officer, Tribal Vice-Chairman and others within the organization are sufficiently knowledgeable to review the statements and notes prepared by the Auditor, and to take responsibility for their fair presentation.

1. Statement of Net Position.
2. Statement of Activities.
3. Governmental Funds - Balance Sheet.
4. Governmental Funds – Reconciliation of the Balance Sheet to the Statement of Net Position.
5. Governmental Funds – Statement of Revenues, Expenditures, and Changes in Fund Balance.
6. Governmental Funds – Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances to the Statement of Activities.
7. Schedule of Expenditures of Federal Awards and related notes.
8. Schedule of Findings and Questions Costs (if any).
9. Summary Schedule of Prior Audit Findings (if any).
10. Audit must be completed and submitted to the Tribe before the completed deadline.
11. Time frame for completion of audit.

In addition to the formal statements above, the Auditor will be expected to prepare Combining Balance Sheets and Statements of Revenue and Expenditures in excel format for the General and Governmental Funds of the Sisseton-Wahpeton Oyate.

An exit conference with the Tribal Executive Committee, the Chief Financial Officer, and/or others designated by the Tribe will be conducted by the auditor in charge. At the exit conference findings and recommendations regarding compliance and internal control shall be discussed. The Tribal Executive Committee, the Chief Financial Officer, and/or others designated by the Tribe shall have the opportunity to respond, orally or in writing, to the findings. Any such written responses shall be included in the audit report.

The audit principal and/or audit manager responsible for the work shall attend and present the final audit report draft to the General Tribal Council held each year on the last Thursday and/or Friday in June, unless a later date is requested by the Tribe.

Per 2 CFR Chapter I, Chapter II, Part 200.514 Scope of Audit: (a) General. The audit must be conducted in accordance with GAGAS. The audit must cover the entire operations of the auditee, or, at the option of the auditee, such audit must include a series of audits that cover departments, agencies, and other organizational units that expended or otherwise administered Federal awards during such audit period, provided that each such audit must encompass the financial statements and schedule of expenditures of Federal awards for each such department, agency, and other organizational unit, which must be considered to be a non-Federal entity. The financial statements and schedule of expenditures of Federal awards must be for the same audit period. (b) Financial statements. The auditor must determine whether the financial statements of the auditee are presented fairly in all material respects in accordance with generally accepted accounting principles. The auditor must also determine whether the schedule of expenditures of Federal awards is stated fairly in all material respects in relation to the auditee's financial statements as a whole. (c) Internal control. (1) The compliance supplement provides guidance on internal controls over Federal programs based upon the guidance in Standards for Internal Control in the Federal Government issued by the Comptroller General of the United States and the Internal Control—Integrated Framework, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). (2) In addition to the requirements of GAGAS, the auditor must perform procedures to obtain an understanding of internal control over Federal programs sufficient to plan the audit to support a low assessed level of control risk of noncompliance for major programs. (3) Except as provided in paragraph (c)(4) of this section, the auditor must: (i) Plan the testing of internal control over compliance for major programs to support a low assessed level of control risk for the assertions relevant to the compliance requirements for each major program; and (ii) Perform testing of internal control as planned in paragraph (c)(3)(i) of this section. (4) When internal control over some or all of the compliance requirements for a major program are likely to be ineffective in preventing or detecting noncompliance, the planning and performing of testing described in paragraph (c)(3) of this section are not required for those compliance requirements. However, the auditor must report a significant deficiency or material weakness in accordance with § 200.516 Audit findings, assess the related control risk at the maximum, and consider whether additional compliance tests are required because of ineffective internal control. (d) Compliance. (1) In addition to the requirements of GAGAS, the auditor must determine whether the auditee has complied with Federal statutes, regulations, and the terms and conditions of Federal awards that may have a direct and material effect on each of its major programs. (2) The principal compliance requirements applicable to most Federal programs and the compliance requirements of the largest Federal programs are included in the compliance supplement. (3) For the compliance requirements related to Federal programs contained in the compliance supplement, an audit of these compliance requirements will meet the requirements of this part. Where there have been changes to the compliance requirements and the changes are not reflected in the compliance supplement, the auditor must determine the current compliance requirements and modify the audit procedures accordingly. For those Federal programs not covered in the compliance supplement, the auditor should follow the compliance supplement's guidance for programs not included in the supplement. (4) The compliance testing must include tests of transactions and such other auditing procedures

necessary to provide the auditor sufficient appropriate audit evidence to support an opinion on compliance. (e) Audit follow-up. The auditor must follow-up on prior audit findings, perform procedures to assess the reasonableness of the summary schedule of prior audit findings prepared by the auditee in accordance with § 200.511 Audit findings follow-up paragraph (b), and report, as a current year audit finding, when the auditor concludes that the summary schedule of prior audit findings materially misrepresents the status of any prior audit finding. The auditor must perform audit follow-up procedures regardless of whether a prior audit finding relates to a major program in the current year. (f) Data Collection Form. As required in § 200.512 Report submission paragraph (b)(3), the auditor must complete and sign specified sections of the data collection form.

The Audited Financial Statements along with the Data Collection Form **must** be submitted to the Federal Audit Clearing House, along with the SF-SAC Data Collection Form, within **nine months after the end of the Tribe's fiscal year**. To facilitate Tribal review and compliance with this submission deadline, **the audit must be completed and submitted to the Tribe not later than June 15th of each year**.

Proposals should be sent to:

SWO Procurement Office
Attn: Vern Vallie, Procurement Officer
P.O. Box 509
Agency Village, SD 57262
vvalle@swo-nsn.gov

Proposals must be received by 4:30 pm on 31 July 2024.

Evaluation process will be conducted using the following criteria:

- 1 – Price (30 pts)
- 2 – Qualifications and Experience (30 pts)
- 3 – Capacity to perform (30 pts)
- 4 – Indian Preference (10 pts)

We reserve the right to reject any and all proposals. Factors to be considered in evaluating each proposal for audit services include the responsiveness to the request for proposal, relevant experience, availability of staff with professional qualifications and technical abilities, the results of peer and external quality control reviews, and price. Engagement letters will be signed for one year at a time with the option for up to three years of engagements. Please note that if your proposal is accepted your firm will be required to purchase an annual tribal business license.

Questions and/or requests for additional information related to this proposal should be directed to Sisseton-Wahpeton Oyate **Vice-Chairwoman at (605) 698-8295 or SWO Chief Financial Officer- Trainee, at (605) 698-8289**. Questions or requests may also be submitted via e-mail to Alexandria Fancher-Lincoln at swovicechairman@swo-nsn.gov or Jamie Renville at jamier@swo-nsn.gov.

Thank you for taking time to prepare a proposal and respond to this request. All proposals received by the due date will be reviewed thoroughly and genuinely considered.

The Sisseton-Wahpeton Oyate of the Lake Traverse Reservation, is a sovereign and federally recognized Indian Tribe. All proposals must include recognition that all agreements relating to this project shall be governed by and construed in accordance with the laws of the Sisseton-Wahpeton Oyate. Irrespective of any language to the contrary in the Agreement or elsewhere, there is no right to arbitration of any controversy or claim arising out of or related to the Agreement and shall be subject to the exclusive jurisdiction of the Sisseton-Wahpeton Tribal Court.