

**CITY OF CORAL SPRINGS
POLICE OFFICERS RETIREMENT PLAN
REQUEST FOR PROPOSALS
FOR INDEPENDENT AUDITOR**

SECTION I – GENERAL INFORMATIONINTRODUCTION/BACKGROUND

The City of Coral Springs Police Officers Retirement Plan (hereafter “Board”) is requesting Proposals from qualified firms (hereafter “Proposer(s)”) interested in providing independent auditing services and preparation of the Division of Retirement State Annual Report related to the City of Coral Springs Police Officers’ Retirement Plan.

SCHEDULE OF EVENTS/CONTACT PERSON

The contact person for this contract shall be:

City of Coral Springs
Gina Orlando, Plan Administrator
9500 Sample Road
Coral Springs, FL 33065
Phone: (954) 344-1147
Fax: (954) 344-1151
E-mail gorlando@coralsprings.gov

The anticipated schedule for this Request for Proposal (RFP) and subsequent Contract is as follows. All dates are tentative and subject to change.

RFP available for distribution	July 19, 2024
Deadline for receipt of questions	August 02, 2024
Deadline for receipt of Proposals	August 05, 2024 no later than 4:00 p.m.
Projected contract award and start date	August 20, 2024

RFP AVAILABILITY

Copies of the RFP are available by contacting Gina Orlando at (954) 344-1147 or email gorlando@coralsprings.gov

PROPOSAL SUBMISSION

Email Plan Administrator a PDF of your proposal and provide one original and seven bound hard copies of the complete Proposals which must be received by August 05, 2024 no later than 4:00 p.m. local time (see schedule above). Any Proposals received after 5:00 p.m. local time on said date will not be accepted under any circumstances.

The original, and all copies, must be submitted in a sealed envelope or container stating on the outside the Proposer(s)’s name, address, and telephone number and delivered to:

City of Coral Springs
Gina Orlando, Plan Administrator
9500 Sample Road
Coral Springs, FL 33065

Hand-carried Proposals may be delivered to the above address ONLY between the hours of 8:00 a.m. and 5:00 p.m., local time, Monday through Thursday, and Friday 8:00 a.m. through 3:00 p.m. excluding holidays observed by the City and before 4:00 p.m. on August 05, 2024.

Proposer(s) are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

The BOARD reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more Proposer(s), or take any other such actions that may be deemed to be in the best interests of the BOARD.

The BOARD shall consider the submittal of a Proposal by a Proposer(s) as constituting an offer by the Proposer(s) to perform the required services at the stated fees.

CONTACT PERSON

The contact person for this RFP is Gina Orlando, Plan Administrator. Explanation(s) desired by Proposer(s) regarding the meaning or interpretation of this RFP must be requested from the contact person, in writing, as is further described below.

Proposer(s) are advised that from the date of release of this RFP until award of the contract, NO contact with City officers, City Personnel, or Retirement BOARD trustees regarding this RFP is permitted, except as authorized by the contact person. Any such unauthorized contact may result in the disqualification of the Proposer(s)'s submittal.

ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing no later than the date specified in the RFP Timetable. The request must contain the Proposer(s)'s name, address, phone number, and facsimile number. Electronic facsimile will be accepted at (954) 344-1151. Facsimiles must have a cover sheet, which include, at a minimum, the Proposer(s)'s name, address, number of pages transmitted, phone number, and facsimile number.

The BOARD will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposer(s) should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the Proposer(s)'s responsibility to be sure all addenda were received. The Proposer(s) should verify with the designated contact persons prior to submitting a Proposal that all addenda have been received. Proposer(s) are required to acknowledge the number of addenda received as part of their Proposals.

RFP POSTPONEMENT/CANCELLATION

The BOARD reserves the right to reject any and/or all Proposals or sections thereof, and waive any technicalities. As a matter of information, the BOARD do not bind themselves to accept the minimum specifications stated herein, but reserve the right to accept any Proposal, which in the judgment of the BOARD will best serve the needs and interest of the BOARD. This offering of Invitation for Request for Proposals itself does not in any way constitute a contractual agreement between the BOARD and the Proposer(s). Furthermore, the BOARD reserves the right to award without further discussion.

COSTS INCURRED BY PROPOSER(S)

All expenses involved with the preparation and submission of Proposals to the BOARD, or any work performed

in connection therewith shall be borne by the Proposer(s). No payment will be made for any responses received, or for any other effort required of or made by the Proposer(s) prior to commencement of work as defined by a contract approved by the BOARD.

QUALIFICATIONS OF PROPOSER(S)

As a part of the Proposal evaluation process, the BOARD may conduct a background investigation, including a record check of Proposer(s) by the Coral Springs Police Department and a credit check of Proposer(s) by any or all of the recognized national credit reporting companies. Proposer(s)'s submission of a Proposal constitutes acknowledgement of the process and consent to such investigation.

NEGOTIATIONS

The BOARD may award a contract on the basis of initial offers received, without further negotiations. Therefore, each initial offer should contain the Proposer(s)'s best terms from a cost or price and technical standpoint.

The BOARD reserves the right to enter into contract negotiations with the selected Proposer(s). If the BOARD and the selected Proposer(s) cannot negotiate a successful contract, the BOARD may terminate said negotiations and begin negotiations with the next selected Proposer(s). This process will continue until a contract has been executed or all Proposer(s) have been rejected. No Proposer(s) shall have any rights against the BOARD arising from such negotiations, notwithstanding that the negotiated contract may contain terms in variance with this Proposal.

RULES; REGULATIONS; LICENSING REQUIREMENT

The Proposer(s) shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposer(s) are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.

REVIEW OF PROPOSALS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the RFP. A responsive Proposal is one which follows the requirements outlined in the RFP, includes all required documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem Proposer(s)'s Proposal non-responsive. The BOARD reserves the right to waive any failure of compliance in the BOARD sole discretion.

SECTION II – SCOPE OF SERVICES INTENT

It is the intent of the BOARD to solicit Proposals from Proposer(s) interested in serving as auditor for the City of Coral Springs Police Officers Retirement Plan.

SCOPE OF SERVICES REQUESTED

The BOARD is seeking professional services to perform auditing services for the City of Coral Springs Police Officers' Retirement Plan.

QUALIFICATIONS OF THE FIRM

Provide a brief history of the firm.

Provide a list of references and highlight plans that are Florida §185 Plans.

Describe the size and organizational structure of the firm.

Briefly describe other resources and services provided by the firm.

List any complaints filed or disciplinary action, pending or otherwise, against your firm from federal, state or regulatory bodies in the last five (5) years and provide the circumstances.

Describe any terminations, suspensions, censures, reprimands, probations or similar actions against the firm or any member of the firm by the Florida State BOARD of Accountancy or any other licensing authority in the last five (5) years.

List the number of new audit clients within the two year and describe the number and nature of any terminations.

INDIVIDUAL QUALIFICATIONS

Describe the participation that the person primarily assigned to render the services to the BOARD will provide and include a resume. Additionally, describe the team and their roles in the audit.

Describe your experience auditing governmental employee benefit plans.

Describe your relevant experience and knowledge relating to defined benefit plans for Florida public retirement systems.

AUDIT APPROACH

Explain your understanding of the work to be performed.

Provide a general description of your audit program and explain how the program will ensure an efficient and effective examination.

Describe required communications to the BOARD.

PROJECT SCHEDULE

Provide the project schedule and an estimate of the number of hours required to complete the engagement.

Make a positive commitment to perform the work within the specific time period including a comment regarding any issues related to selection towards the end of a fiscal year. The audit report must be completed and the report presented to the BOARD at its meeting held the third Monday in March each year. A draft of the audit report is to be emailed to the Plan Administrator, two weeks prior to the March meeting. The meeting in 2025 will be held on Tuesday, March 17, 2025 at 2:00 p.m. at the City of Coral Springs City Hall, Commission Chambers, 9500 W Sample Road, Coral Springs, FL 33065. Upon approval of the audit report presented, the auditor shall furnish to the Board of Trustees by emailing the Plan Administrator all documents associated herewith related to the audit report under this Agreement that is required to be posted online pursuant to Florida law in Optical Character Recognition format or any other American with Disabilities Act complaint format and in PDF format.

PROPOSED FEE SCHEDULE

Provide a proposed fee schedule for the audit report starting fiscal year ending September 30, 2024 and ending September 30, 2027. Include projected out-of-pocket expenses in the annual fee quote.

Provide a schedule of hourly rates if additional work is required during the term of the agreement.

SECTION III - SELECTION PROCESS

The selection process will be conducted by the BOARD of Trustees.

SECTION IV – GENERAL PROVISIONS

CONTRACT AWARD

The award, if any, shall be made to the Proposer(s) whose Proposal shall be deemed by the BOARD to be in the best interest of the BOARD. The decision of the BOARD of whether to make the award and which Proposal is in the best interest of the BOARD shall be made with the sole discretion of the BOARD and shall be final.

The Contract to be entered into with the successful Proposer(s) will designate the successful Proposer(s) as the BOARD's Contractor and will include, but not be limited to, the following terms and conditions.

GENERAL TERMS AND CONDITIONS

Following are the General Terms and Conditions, supplemental to those stated elsewhere in the Request for Proposals, to which the Vendor must comply to be consistent with the requirements for this Request for Proposals. Any deviation from these or any other stated requirements should be listed as exceptions in a separate appendix of the Proposal.

Public Entity Crimes. Section 287.1363 (2)(a), Florida Statutes, contains the following provisions: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Drug Free Work Place. Preference shall be given to vendors submitting a certification with their Proposal certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes.

Indemnification. The Contractor shall agree to indemnify and save harmless the City and BOARD and the Investment Committee, its officers, agents, attorneys and employees, from and against any and all liability, claims, demands, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the contract whether by act or omission or negligence of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.

Sovereign Immunity. Nothing in the executed contract shall be interpreted that the City and BOARD waive its sovereign immunity granted under Section 768.28, Florida Statutes.

Term. The term of the contract will commence upon final execution and will continue for three (3) years, subject to termination as described in number six (6) below. At the end of the contract period, upon satisfactory performance, the City and BOARD, may at its option, negotiate and extend the contract for an additional three (3) year period.

Termination. The contract will provide termination by the City and BOARD without cause and with prior written notice and the Proposer(s) will provide written notice of termination without cause upon 120 days. In the event of termination, the Contractor will be compensated for services rendered up to and including the day of termination.

Applicable Law. The contract and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida.

Conflict of Interest. Any prospective Proposer(s) must make an affirmative statement to the effect that its retention, if selected, shall not result in a conflict of interest or create an appearance of impropriety with any person or organization that may be affected under this program. Should any potential or existing conflicts be known by a prospective consulting firm, said prospective consultant must specify the person or organization with which the conflict exists or might arise, the nature of conflict and whether the prospective consultant would or would not step aside or resign from that conflicting engagement or representation if selected.

Insurance. The Proposer(s) selected must present proof of professional insurance, general insurance, worker's compensation, cyber and fidelity insurance coverage of an adequate and acceptable amount and shall to the extent allowed by law and required by the City of Coral Springs to add the City and BOARD as an additional insured.

E-Verify Florida Statutes §448.095 The Proposer agrees to register with and use the E-Verify system to verify the work authorization status of all employees hired on and after July 1, 2023. Additionally, the Proposer will require any subcontractor to provide them with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized person.

Public Records – Florida Statutes §119.0701 – The Proposer understands that Florida law requires the following to be added to the audit engagement letter with the selected Proposer:

1. Proposer will keep and maintain public records required by the BOARD to perform the service.
2. Upon request from the BOARD or its public records custodian, provide the BOARD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Proposer does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to BOARD all public records in possession of Proposer or keep and maintain public records required by the BOARD to perform the service. If Proposer transfers all public records to BOARD upon completion of the contract, Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Proposer keeps and maintains public records upon completion of the contract, Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to BOARD, upon request from BOARD or its public records custodian, in a format that is compatible with the information technology systems of BOARD.

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 2024 .

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ Day of _____, 2024 by

_____ who is personally known to me or who has produced

_____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 2024 .

Printed Name of Firm

By: _____
Signature of Owner

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ Day of _____, 2024

by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 2024

Printed Name of Partnership

By: _____
Signature of General or Managing Partner

Witness

Printed Name of partner

Witness

Business Address

City/State/Zip

Business Phone Number

State of Registration

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ Day of _____, 2024 by _____

(Name) of _____
(Title) (Name of Company)

who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 2024.

Printed Name of Corporation

Printed State of Incorporation

By: _____
Signature of President or other authorized officer

(CORPORATE SEAL)

Printed Name of President or other authorized officer

ATTEST:

Address of Corporation

By _____
Secretary

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _
Day of _____, 2024 , by _____

_____ of _____ (Name)
(Title) (Name of Company)

who is personally known to me or who has produced _____ as identification and who did
(did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)