
**REQUEST FOR
PROPOSALS
MUNICIPAL AUDIT
SERVICES**

VILLAGE OF SCHILLER PARK



TABLE OF CONTENTS

<u>Sections</u>	<u>Page</u>
Legal Notice	3
Instructions for Submission of Proposal	4
General Terms & Conditions	6
Special Terms & Conditions	17
Scope of Work – Village of Schiller Park	22
Pricing Request	29

LEGAL NOTICE / PUBLIC NOTICE
VILLAGE OF SCHILLER PARK
REQUEST FOR PROPOSALS

The Village of Schiller Park, Cook County, Illinois, is soliciting sealed proposals from professional firms for the following project:

MUNICIPAL AUDIT SERVICES

Sealed proposals for this agreement must be received before March 7th, 2023 before 4:00 p.m. at the Schiller Park Village Hall, 9526 W. Irving Park Road, Schiller Park, Illinois 60176.

Request for Proposal (RFP) packets may be obtained from the Village of Schiller Park, 9526 W. Irving Park Road, Schiller Park, IL 60176 or www.villageofschillerpark.com. It is the responsibility of the offeror to meet all requirements of the RFP documents.

The Village of Schiller Park reserves the right to accept the proposal most favorable to the Village, as determined by the Village. The Village also reserves the right to reject any proposal or part of a proposal that does not conform to the RFP requirements or to modify or waive all formalities and technicalities in a proposal, or to reject all proposals.

Compliance conditions are included in the RFP documents.

President and Board of Trustees
Village of Schiller Park, Illinois

By: Village Manager
Brett Kryska

INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

1. GENERAL

- A. Definition: The Request for Proposals (RFP) process is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of an agreement. Proposals will be opened and evaluated in private. Award will be based on the criteria set forth herein.
- B. Examination of Documents: Prior to submitting a proposal, offerors are advised to carefully examine the project scope and work tasks to be accomplished, specifications, insurance requirements and required affidavits; becoming thoroughly familiar with all conditions, instructions and specifications governing this proposal. If an offeror's proposal is accepted, they shall be responsible for, and the Village will make no allowance for, any errors in the offeror's proposal resulting from failure or neglect to comply with these instructions.
- C. Form of Proposal: Proposals shall be made in accordance with these instructions. Proposals shall be submitted on the forms provided herein by the Village. Additional information, as requested by the Village, shall be submitted in accordance with instructions contained within these documents. Failure to execute proposals as required may be, at the sole discretion of the Village, a cause for rejection.
- D. Execution of Proposal: Proposals shall be signed by an authorized officer or manager of the offeror. If the offeror is a corporation, the proposal shall bear the name of the corporation, and be signed by the president and secretary of the corporation. Should the proposal be signed by an officer(s) other than the president and secretary of the corporation, the proposal must be accompanied by an affidavit authorizing such officer(s) to bind the corporation.
- E. Incurred Costs: The Village will not be liable in any way for any costs incurred by respondents in replying to this Request for Proposal.

2. SUBMISSION OF PROPOSAL

All proposals shall be submitted in a sealed envelope to the office of the Village Manager, Village of Schiller Park, Village Hall, 9526 W. Irving Park Road, 60176, by the specified closing time for receipt of the proposals. The sealed envelope shall carry the following information on the face: offeror's name, address, subject matter of the proposal, and date and hour designated for the closing of receipt of proposals as shown in the notice.

Where proposals are sent by mail or courier service, the offeror shall be responsible for their delivery to the Schiller Park Village Manager prior to the designated date and hour for opening. If delivery is delayed beyond the date and hour set for the opening, proposals thus delayed will not be considered and will be returned unopened.

Proposals transmitted by facsimile (fax) or e-mail will not be accepted.

No responsibility will be attached to the Village Manager or the Village of Schiller Park for the premature opening or non-opening of a proposal not properly addressed and identified in accordance with these instructions, except as otherwise provided by law.

3. WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn prior to the time designated for the closing of receipt of proposals by written request. However, no offer shall be withdrawn within the one hundred fifty (150) calendar day period after the time set for the closing. Offerors withdrawing their proposal prior to the time and date set for closing of receipt of proposals may still submit another proposal if done in accordance with these instructions.

Consideration will be given to requests to maintain confidentiality for certain proprietary or confidential information provided in a proposal. If the offeror desires to maintain confidentiality for specific information, the pages containing the information should be clearly marked on the proposal as "Proprietary and Confidential." In no event should all pages of the proposal be so marked. The proposal should include a separate written request clearly evidencing the need for confidentiality. The Village shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the agreement, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Village. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Village. Based upon the public nature of these RFP's, an offeror must inform the Village, in writing, of the exact materials in the offer that cannot be made a part of the public record in accordance with the Illinois Freedom of Information Act.

4. EXCEPTIONS TO SPECIFICATIONS

Any exceptions to these specifications shall be listed and fully explained on a separate page entitled "Exceptions to Specifications", prepared by the offeror on its firm's letterhead, to be attached to and submitted with these documents at the time of submission of the proposal. Each exception must refer to the page number and paragraph to which it pertains. The nature of each exception shall be fully explained. Offerors are cautioned that any exceptions to these specifications may be cause for rejection of the proposal.

Should an offeror submit a proposal where any exception is not clearly marked, described and explained, the Village will consider the proposal to be in strict compliance with these specifications. If then awarded an agreement, the successful offeror shall comply with all requirements in accordance with these specifications.

1. INTENT

It is the intent of the Village of Schiller Park (the "Village") to enter into an agreement with a reputable firm ("Consultant") to audit financial statements for the fiscal years identified herein.

Within the agreement, the selected consultant will be required to provide audit services in accordance with generally accepted auditing standards, promulgated by the American Institute of Certified Public Accountants (AICPA), and Government Auditing Standards (1994) issued by the Comptroller General of the United States.

The audit must be conducted in accordance with the federal Single Audit Act of 1984 (as amended in 1996), and the Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as implemented by DOL regulations at 29 CFR part 97.

2. PROPOSAL PRICE

Please provide an audit fee for the years outlined on the pricing sheet. Audit pricing will include the fiscal years ending April 30th.

Each offeror shall submit a proposal using the forms and pricing sheets provided herein.

3. TERM OF AGREEMENT

The term of this Agreement shall be five (5) years from the date of award. The Village reserves the right to renew their agreement for two (2) additional one (1) year periods, subject to acceptable performance by the Consultant. At the end of the initial or renewal term, the Village reserves the right to extend this agreement for a period of up to ninety (90) days for the purpose of getting a new agreement in place.

For any term beyond the initial term, this agreement is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the Village to appropriate funds in future contract years.

4. AWARD

Following the initial review of proposals, the Village may request short-listed respondents to make presentations in order to clarify or verify the proposal and to develop a comprehensive assessment of the proposal. Presentations are at the option of the Village and may not be conducted. Offerors are therefore, encouraged to initially present as complete a proposal as possible.

The Village reserves the right to award in part or in whole, not to award any portion of the proposal, and to award to multiple consultants whatever is deemed to be in the best interest of the Village.

5. OFFEROR QUALIFICATIONS AND EVALUATION CRITERIA

All offerors must be qualified consultants and demonstrate the capability to provide services required in accordance with the specifications. Proposals shall be evaluated using three sets of criteria identified below. Firms meeting the mandatory criteria will have their proposals evaluated for both technical qualifications and price. The following represents the principal selection criteria that will be considered during the evaluation process (not listed in order of priority):

A. Mandatory Elements

- The audit firm is an independent firm

- Licensed to practice in Illinois
- Proposed fees for audit services
- Experience of the firm with municipal audit services
- Experience of the partner (s) and senior team members proposed
- Professional personnel have received adequate continuing professional education within the preceding three (3) years pertinent to the audit of governmental agencies
- Commitment to audit team continuity
- Date of last peer or quality review. State whether or not it was an unmodified report;
- Can document quality audit work
- Compliance with specifications
- Provide a link to a sample ACFR prepared by offeror

B. Technical Qualifications

- Expertise and experience
- Past experience and performance on comparable government engagements (complete reference sheet included herein)
- Professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation
- Single audit experience
- Government Finance Officers Association ("GFOA") Certificate of Achievement for Excellence in Financial Reporting experience

C. Audit Approach

- Adequacy of proposed staffing plan for various segments of the engagement
- Adequacy of sampling techniques
- Adequacy of analytical procedures

6. PROPOSAL SUBMITTAL REQUIREMENTS

The following material is required to be submitted for an offeror to be considered:

- A. Two (2) original unbound (clearly identified) of the proposal shall be submitted and shall include the following:
1. Title Page - the title page shall show the request for proposal's subject; the firm's name and address; the name and telephone number of a contact person; and the date of the proposal.
 2. Table of Contents
 3. Transmittal Letter - a signed letter of transmittal briefly stating the offeror's understanding of the work to be done, the commitment to perform the work within the

agreed upon time table, a statement why the firm believes itself to be the best qualified firm to perform the engagement and a statement that the proposal is a firm and irrevocable offer for one hundred fifty (150) days.

4. Detailed Technical Proposal - the detailed technical proposal should follow the order set forth in the Village's section of this request for proposals.
5. Fee Proposal - the proposed fees should be presented using the price proposal sheet provided herein. The proposed fees shall be the maximum, not to exceed fee for each fiscal year on the form provided herein.
6. Certification of Compliance Forms - The following forms shall be included in the submittal documentation:
 - i. Pricing Sheet - Please use the proposal sheets included in this document when submitting pricing information. Failure to submit pricing using the proposal sheets provided herein may result in a reduction in evaluation scoring.
 - ii. References - The reference page shall be completed for the firm and submitted with the proposal.
 - iii. Resumes - Please provide resumes of proposed staff that would likely be assigned to the Village, including references.
 - iv. Sample ACFR - A link to a sample ACFR prepared by offeror must be included in the proposal.
 - v. Other affidavits as identified herein

The offeror shall submit a link to a sample ACFR from a recent engagement of a governmental agency in which the firm prepared, edited and assembled the report. This report shall be GASB compliant and have been awarded the GFOA Certificate of Achievement for Excellence in Financial Reporting.

7. FIRM QUALIFICATIONS, EXPERIENCE & REFERENCES

Please provide references of at least 5 current clients similar in scope to the Village and/or other governmental references for your firm.

Additionally, the proposal shall identify 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, 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.

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. 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 five (5) 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 five (5) years with state regulatory bodies or professional organizations.

The proposal should identify and describe any pending or previous litigation the firm was involved in over the past five (5) years which dealt with the quality of audit work or of pricing of auditing services rendered.

Partner, Supervisory and Staff Qualifications and Experience

The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in the State of Illinois. The firm also should provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past five (5) years and membership in professional organizations relevant to the performance of this audit.

Additionally, the firm should provide resumes of key professional personnel [including the individual(s) who will assume the day-to-day responsibilities of managing and supporting this audit service] assigned to this specific engagement, indicating their experience with similar engagements. In addition, any relevant continuing education programs should be listed. Substitutions for the above listed individuals after an agreement has been signed will be allowed only when the substitutes have substantially the same qualifications, or better, than the person they replace. No substitutions shall be accepted unless the Village grants prior written approval.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the Village. However, in either case, the Village retains the right to approve or reject replacements.

The Partner and Manager (or "Lead") mentioned in response to this request for proposals can only be changed with the express prior written permission of the Village, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the offeror provided that replacements have substantially the same or better qualifications or experience. All staff assigned to this engagement must reside in the United States.

8. CALENDAR OF EVENTS (Tentative and subject to change)

Date	Activity
Wednesday, February 1 st	Proposal sent to potential offerors and advertised in Rosemont Journal – Journal & Topics. Please confirm that you have received via email to agrochola@schillerparkil.us and bkryska@schillerparkil.us . Please list Audit RFP in the subject line of your email.
February 23 rd at 4:00 p.m.	Last day to submit questions and requests for clarification.
March 1 st	Release of responses to all questions received by March 1 st .
March 7 th	<p>Deadline for RFP Submission. Proposals received after the date and time identified will be returned unopened.</p> <p>Two (2) original unbound (clearly identified), of the complete/signed proposal by March 7th, 2023 before 4:00 p.m. CST, to:</p> <p>Brett Kryska, Village Manager Village of Schiller Park 9526 W. Irving Park Road Schiller Park, IL 60176</p>
March 2023	Interviews
April 2023	Recommendation made to the Village Board of Trustees
April 2023	Contract start Date

9. ADDITIONAL INFORMATION

Should the offeror require additional information about this request for proposal, submit questions via email to: bkryska@schillerparkil.us, agrochola@schillerparkil.us, and jmatthys@schillerparkil.us. Please list AUDIT RFP in the subject line of your email. Questions are required no later than 4:00 P.M. on February 23rd, 2023.

ANY and ALL changes to these specifications are valid only if they are included by written addendum. No interpretation of the meaning of the scope of work will be made orally. Failure of any offeror to receive any such addendum or interpretation shall not relieve the offeror from obligation under this proposal as submitted. All addenda so issued shall become part of the proposal documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused an offeror to improperly submit a proposal.

The Village recognizes that in some cases the information conveyed in this RFP may provide an insufficient basis for performing a complete analysis of the RFP requirements. Prospective

offerors are therefore requested to make the best possible use of the information provided, without the expectation that the Village will be able to answer every request for further information, or that the schedule for receipt and evaluation of proposals will be modified to accommodate such request.

10. RESERVATION OF RIGHTS

The Village reserves the right to accept an offeror's proposal that is, in their judgment, the best and most favorable to the interests of their Village and of the public; to accept any item (s) of an offeror's proposal; to reject, any portion or all of an offeror's proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the offeror's proposals when to do so would not, in Village opinion, prejudice the proposal process or create any improper advantage to any offeror; and to waive irregularities and informalities in the proposal process or in any offeror's proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and offerors should not rely upon, or anticipate, such waivers in submitting the offeror's proposals. The enforcement of this Reservation of Rights by the Village shall not be considered an alteration of the proposal.

11. DISCLOSURE OF POTENTIAL OR ACTUAL CONFLICT OF INTEREST

The Village's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all proposals, the Village requires all offerors including owners or employees to investigate whether a potential or actual conflict of interest exists between the offeror and any Village, their officials, and/or employees. If the offeror discovers a potential or actual conflict of interest, the offeror must disclose the conflict of interest in its proposal, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing offeror from consideration. Information provided by the offeror in this regard will allow the Village to take appropriate measures to ensure the fairness of the proposal process.

By submitting a proposal, all offerors acknowledge and accept that if any Village discovers an undisclosed potential or actual conflict of interest, that Village may disqualify the offeror and/or refer the matter to the appropriate authorities for investigation and prosecution.

14. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from a detailed description concerning any portion of this request for proposals shall be interpreted as meaning that only the best practice shall prevail.

The proposed auditing fees shall include the implementation of all current and foreseeable Governmental Accounting Standards Board (GASB) pronouncements and Statement on Auditing Standards (SASs).

15. RESPONSIVE PROPOSAL

15.1 A "Responsive Proposal" is defined as a "proposal which conforms in all material respects to the requirements set forth in the request for proposals." Offerors are hereby notified that any exceptions to the requirements of this proposal may be cause for rejection of the proposal.

15.2 Offerors shall promptly notify the Village of Schiller Park of any ambiguity, inconsistency or error which they may discover upon examination of the proposal documents. Interpretations, corrections and changes will be made by addendum. Each offeror shall ascertain prior to submitting a proposal that all addenda have been received and acknowledged in the proposal.

16. MODIFICATIONS

Offerors shall be allowed to modify/withdraw their proposal prior to due date. Once proposals have been received and opened they cannot be changed or withdrawn unless requested in writing and approved by the respective Village.

17. INSURANCE

The Consultant shall maintain for the duration of the agreement, insurance purchased from a company or companies lawfully authorized to do business in the State of Illinois and having a rating of at least A-minus as rated by A.M. Best Ratings. Such insurance will protect the Consultant from claims set forth below which may arise out of or result from the Consultant's operations under the agreement and for which the Consultant may be legally liable, whether such operations be by the Consultant or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

17.1 Worker's Compensation Insurance covering all liability of the Consultant arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

17.2 Employers Liability covering all liability of contractor as employer, with limits not less than \$1,000,000 per injury - per occurrence; \$500,000 per disease - per employee; and \$1,000,000 per disease - policy limit.

17.3 Comprehensive General Liability in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Consultants employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the consultant, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement;

General Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000

17.4 Automobile Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Each Occurrence Limit	\$1,000,000
-----------------------	-------------

17.5 Professional Liability Insurance shall be maintained to respond to claims for damages due to the Consultant's errors and omissions.

Errors and Omissions	\$2,000,000
----------------------	-------------

17.6 Crime Insurance shall be maintained to respond to claims for damages due to the Consultant's employee theft, dishonesty, or other crime.

Crime	\$5,000,000
-------	-------------

17.7 Consultant agrees that with respect to the above required insurance:

17.7.1 The CGL policy shall be endorsed for the general aggregate to apply on an annual basis;

17.7.2 To provide separate endorsements: to name the Village as additional insured as their interest may appear, and; to provide thirty (30) days' notice, in writing, of cancellation or material change.

17.7.3 The Consultant's insurance shall be primary in the event of a claim.

17.7.4 The Village shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of an agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.

17.7.5 A Certificate of Insurance that states the respective Village has been endorsed as an "additional insured" by the Consultant's insurance carrier. Specifically, this Certificate must include the following language: "The Village of Schiller Park and its respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed as an additional insured under the above reference policy number on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."

17.8 Failure to Comply: In the event the Consultant fails to obtain or maintain any insurance coverages required under this agreement, the Village may purchase such insurance coverages and charge the expense thereof to the Consultant.

18. HOLD HARMLESS

The Consultant agrees to indemnify, save harmless and defend the Village of Schiller Park and its respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Village of Schiller Park its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Consultant under this provision shall not be limited by the limits of any applicable insurance required of the Consultant.

19. CHANGE IN STATUS

The Consultant shall notify the Village immediately of any change in its status resulting from any of the following: (a) consultant is acquired by another party; (b) change in partners; (c) consultant becomes insolvent; (d) consultant, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) consultant ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its agreement with the consultant immediately on written notice based on any such change in status.

20. SUBCONTRACTOR

Subcontracting during the initial and subsequent terms of the agreement is prohibited.

21. INVOICES AND PAYMENTS

The Consultant shall submit invoices to the Village detailing the services provided directly to the respective Village. The Village shall only pay for services rendered. Additional services may be added based on the needs of the Village with prior written approval. Payment shall be made in accordance with the Local Government Prompt Payment Act.

22. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village's Project Specifications, the Request for Proposals Terms and Conditions (including Special), and the Consultant's Proposal Response.

23. JURISDICTION, VENUE, CHOICE OF LAW

The agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the circuit court of Cook County.

24. NON-ENFORCEMENT BY THE VILLAGE

The Consultant shall not be excused from complying with any of the requirements of the agreement because of any failure on the part of the Village, on any one or more occasions, to insist on the consultant's performance or to seek the Consultant's compliance with any one or more of said terms or conditions.

25. INDEPENDENT CONTRACTOR

The consultant is an independent contractor and no employee or agent of the consultant shall be deemed for any reason to be an employee or agent of the Village.

26. TERMINATION

The Village reserves the right to terminate their respective portion of their agreement, or any part thereof, upon thirty (30) days written notice. In case of such termination, the consultant shall be entitled to receive payment from the Village for work completed to date in accordance with the terms and conditions of their agreement. In the event that an agreement is terminated due to consultant's default, the Village shall be entitled to purchase services elsewhere and charge the consultant with any or all losses incurred, including attorney's fees and expenses.

27. NON APPROPRIATIONS

The Village reserves the right to terminate any part of their respective agreement or to reject proposals, in the event that sufficient funds to complete the agreement are not appropriated by the Village Board of Trustees.

29. AFFIDAVITS

The following affidavits included in these agreement documents must be executed and submitted with the proposal:

- A) References
- B) Disqualification of Certain Offeror
- C) Affidavit/Anti-collusion
- D) Conflict of Interest Form
- E) Tax Compliance

30. PROPERTY OF THE VILLAGE

All documents and findings produced as a result of these services shall become the property of the Village.

31. AUDIT/ACCESS TO RECORDS

- A. The consultant shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The consultant shall also maintain the financial information and data used by the consultant in the preparation or support of any cost submissions required under this subsection, and a copy of the cost summary submitted to the Village. The Auditor General, the Village, or any government agency or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The consultant will provide facilities for such access and inspection.
- B. Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- C. The consultant agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. The final audit report will include the written comments, if any, of the audited parties.
- D. Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

1. AUDITOR RESPONSIBILITY

It shall be the responsibility of the consultant to communicate in a letter to management, any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

The consultant shall be required to make an immediate written report of all irregularities and illegal acts of which they become aware and present such report to the party identified by the Village upon initiation of the audit.

The consultant shall assure itself that the Village has informed it of each of the following:

- A. The consultant's responsibility under generally accepted auditing standards;
- B. Significant accounting policies;
- C. Management judgments and accounting estimates;
- D. Significant audit adjustments;
- E. Other information in documents containing audited financial statements;
- F. Disagreements with management;
- G. Management consultation with other accountants;
- H. Major issues discussed with management prior to retention;
- I. Difficulties encountered in performing the audit.

2. INDEPENDENCE

The consultant shall provide an affirmative statement that it is independent of the Village as defined by generally accepted auditing standards.

The consultant shall also list and describe the firm's professional relationships involving the Village or any of its agencies, its elected or appointed officials and employees for the past five (5) years, together with a statement explaining why such relationships, if any, do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the consultant shall give the Village written notice of any professional relationships entered into during the period of this agreement should it be thought to cause a conflict of interest.

3. LICENSE TO PRACTICE IN ILLINOIS

An affirmative statement should be included indicating that the consultant and all assigned key professional staff are properly licensed to practice in Illinois.

4. SPECIFIC AUDIT APPROACH

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed to perform the services required in Section II of this request for proposal. Offerors will be required to provide the following information on their audit approach:

- A. Proposed segmentation of the engagement
- B. Level of staff and number of hours to be assigned to each proposed segment of the engagement
- C. Sample sizes and the extent to which statistical sampling is to be used in the engagement
- D. Extent of use of financial software in the engagement
- E. Type and extent of analytical procedures to be used in the engagement
- F. Approach to be taken to gain and document an understanding of the Village's internal control structure
- G. Approach to be taken in determining laws and regulations that will be subject to audit test work
- H. Approach to be taken in drawing audit samples for purposes of tests of compliance
- I. Approach to be taken in proposing audit adjustments
- J. Pending and previous litigation.

5. ALL INCLUSIVE PRICING

It shall be understood that annual pricing shall be all-inclusive with no allowances made for any expenses or additional services without the express written consent of the Village. This shall include, but is not limited to:

- Travel & Lodging
- Meal allowances

The Consultant shall immediately notify the Village in writing when fees exceed the cost of annual services identified herein. The Village is under no obligation to reimburse the Consultant for services performed without prior written approval.

6. EDUCATION/CONSULTATION

The offeror shall describe in its response education and training that is typically provided at no additional cost, to the Village, specifically on the implementation of new GASB pronouncements and SASs.

7. IDENTITY PROTECTION

In the event the Village engages a consultant to perform an activity involving financial or sensitive information, the Village will take the following steps to ensure the consultant performs its activity in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft:

- A. Require, by agreement or consultant letter, that the consultant has such policies and procedures in place; and
- B. Require, by agreement or consultant letter, that the consultant reviews the Village's program and report any red flags to the party identified by the Village upon initiation of the audit.

SPECIAL TERMS AND CONDITIONS

REFERENCES

Please list below five (5) references for which your firm has performed similar work for Village as identified in the Proposal Qualifications.

Village:

Address:

City, State, Zip Code:

Contact Person/Telephone Number:

Dates of Service/ Award Amount:

Village:

Address:

City, State, Zip Code:

Contact Person/Telephone Number:

Dates of Service/ Award Amount:

Village:

Address:

City, State, Zip Code:

Contact Person/Telephone Number:

Dates of Service/Award Amount:

Village:

Address:

City, State, Zip Code:

Contact Person/Telephone Number:

Dates of Service/ Award Amount:

Village:

Address:

City, State, Zip Code:

Contact Person/Telephone Number:

Dates of Service/ Award Amount:

DISQUALIFICATION OF CERTAIN OFFERORS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded an agreement or subagreement, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity:

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et sig.;
- (E) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (F) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (G) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (H) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

By signing this document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

(Signature of Offeror if the Offeror is an Individual)
(Signature of Partner if the Offeror is a Partnership)
(Signature of Officer if the Offeror is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this __ day of _____, 20__

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

I. GENERAL INFORMATION

A. DESCRIPTION OF THE GOVERNMENT

The Village is a home rule Village governed by a President (titled "Mayor") and six member Board of Trustees. The Mayor, Clerk and Trustees are elected at-large to four-year terms. The Village Manager is responsible for the "day to day" operations and is appointed. Village functions include police and fire protection, water and sewer service, control over building and construction, public buildings, parking facilities, maintenance of streets and public ways, refuse & recycling collection, parks maintenance, recreation and aquatic center operations. The Village employs approximately 85 full-time employees, 71 part time, and 82 seasonal employees. The Fraternal Order of Police represents police officers and sergeants. Local 5230 represents firefighter/paramedics. The public works employees are represented by the International Union of Operating Engineers Local #150. Presently, the Village has long-term debt and TIF districts.

In addition, while separately governed through an independent elected board with a separate tax levy and budget, the Schiller Park Public Library has certain intergovernmental arrangements with the Village to perform services such as payroll, financial auditing, health insurance, liability insurance, workers' compensation and other services.

A. ADMINISTRATION DEPARTMENT/FINANCE OFFICE

Under the direction of the Village Manager, this department is responsible for the management of all governmental operations and provides essential municipal activities, including village management, personnel, oversight of service requests, contract management, capital improvements program, and public information. The Village Manager oversees the operations of all Village departments, directs human resource functions and receives direction from and provides recommendations to the Mayor and Board of Trustees. The Village Board of Trustees appoints the VillageManager.

In addition the Administration Department includes the Finance Office. The Finance Office provides a financial system that preserves and enhances the financial condition of the Village; creates, implements and maintains an effective accounting system and financial reports; and collects all funds due to the Village. The Finance Office prepares the Village's budget documents, the working plan for the operation of the Village. The Board of Trustees determines the final budget document and the allocation of resources it represents.

The lists of major functions include:

- Police and Fire Pension Fund Support
- Investment Management
- Banking Services Contract Oversight
- Annual Independent Audit
- Utility Billing
- Accounts Receivable

- Financial Reporting

B. VILLAGE FINANCIAL ACTIVITY

Vendor Checks & Direct Deposits Issued FY 2022:	6,700
Payroll Checks & Direct Deposits Issued Annually:	4,000
Utility Bills Issued monthly:	651 monthly / 2,868 bi-monthly
Utility Customer payments received via auto debit annually:	Over 400

More detailed information on the government and its financial activity can be found on the Village of Schiller Park website (www.villageofschillerpark.com) or can be viewed at Village Hall upon request.

C. POLICE PENSION FUND

The Village of Schiller Park Police Pension Board is comprised of five members, two are elected from the active members, one is elected from the pension beneficiaries, and the Mayor appoints two. Lauterbach & Amen, LLP, is the accountant of the pension fund and performs accounting services, reporting, and compliance tracking for the pension fund.

D. FIRE PENSION FUND

The Village of Schiller Park Fire Pension Board is comprised of five members, two are elected from the active members, one is elected from the pension beneficiaries, and the Mayor appoints two. Lauterbach & Amen, LLP, is the accountant of the pension fund and performs accounting services, reporting, and compliance tracking for the pension fund. Sawyer Falduto Asset Management provides equity investment management services.

E. VILLAGE FINANCE VENDORS AND SERVICE PROVIDERS

Accounting Services:	In-house
Accounting Software:	LOCiS
Actuarial Services:	Lauterbach & Amen
Banking Services:	Wintrust
Flexible Spend Sec 125 Administration:	TASC
Insurance Consulting Services:	Alliant Mesirov
IT Services:	Proxit, Inc.
Liability insurance:	ICRMT
Payroll Services:	In-house
Utility Bill Printing:	Third Millennium

II. NATURE OF SERVICES PROVIDED/SCOPE OF WORK TO BE PERFORMED

Four audited financial reports shall be prepared, one for the Village of Schiller Park, one for the Schiller Park Police Pension Fund, one for the Schiller Park Fire Pension Fund, and one for the Schiller Park Public Library.

The independent auditor shall express an opinion on the combined and combining Financial Statements and on the individual funds as well as on the Account Groups. The auditors shall also be responsible for preparing the supplementary information required by the Government Accountant Standards Board as mandated by generally accepted auditing standards. If an unqualified opinion cannot be expressed, the independent auditor shall bring such matter to the attention of the Village Manager, Finance Consultant, or Assistant Finance Director before finalization of the report to determine whether or not the problems leading to such qualification can be resolved.

The auditor shall determine whether the financial statements of the Village, Schiller Park Public Library, and Police and Fire Pension Fund present fairly their financial position and results of their financial operations in accordance with generally accepted accounting principles (GMP).

The auditor shall provide information necessary to complete the Management Discussion & Analysis tables found in the MD&A; such as, net assets, changes in net assets, budgetary highlights, and change in capital assets.

A. SCOPE OF WORK PERFORMED (SUPPLEMENTAL SERVICES)

As a recipient of Federal financial assistance, the Village may be required to have an audit performed in accordance with OMB Circular A-133 (Single Audit Act). If such audit is required, the auditing firm will be required to prepare a report in accordance with this Act and electronically submit the certified Data Collection Form. This item will be priced separately in the proposal.

In addition, as this may or may not be required from year to year, a fraud assessment risk report shall be added to the annual audit services described in this RFP.

The Schiller Park Public Library auditing services will be priced separately based on the applicable audit services described in this RFP.

B. REPORTS TO BE ISSUED

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue a report on the fair presentation of the general-purpose financial statements in conformity with generally accepted accounting principles.

The Village of Schiller Park will send its annual comprehensive financial report to the GFOA for review of its Certificate of Achievement for Excellence in Financial Reporting program. In accordance with this award program, the auditor shall assure that the Village's ACFR conforms to the provisions of the program and shall prepare annually the Village's response to comments made by the award program on the preceding year's report as submitted to the program. It is the auditor's responsibility to confirm with the Village that any and all comments have been incorporated into the current year's report.

The auditor shall discuss/review with the Finance Consultant or designee prior to finalizing the audit. All auditor adjustments shall include backup documentation.

For financial reporting purposes, an OPES actuarial valuation is required for the Village of Schiller Park. A full actuarial valuation was performed by Lauterbach & Amen for FY22. The auditor shall prepare the necessary calculations and reporting required for the implementation of GASB 74 & 75.

The auditor shall prepare the following reports at the completion of the audit:

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue a report on the fair presentation of the general-purpose financial statements in conformity with generally accepted accounting principles.

The auditor shall prepare the following reports at the completion of the annual audit:

1. A Financial Report on the examination of financial statements of the Village including all funds and account groups. The auditor will prepare all financial statements and notes to the financial statements.
2. Annual State of Illinois Comptroller's Report including internet filing. Additionally, the Annual Treasurer's Report "Summary Statement of Condition" which is based on the Comptroller's Report.
3. Illinois Department of Financial and Professional Regulation - Department of Insurance Police Pension and Fire Pension annual statement including internet filing.
4. A management report containing comments and recommendations regarding the Village's system of internal controls: that is, its methods of safeguarding its assets, insuring the accuracy of its financial information, promoting efficiency and adhering to municipal policies. This letter should contain comments and recommendations for controlling any internal weaknesses discovered and shall be reviewed by the Finance Consultant or designee before finalizing and submittal to the Village Manager.
5. Tax Increment Finance (TIF) compliance report.

C. IRREGULARITIES AND ILLEGAL ACTS

Auditors shall be required to make an immediate, written report of all irregularities and if illegal acts or indications of illegal acts of which they become aware to the Village Manager.

D. WORKING PAPERS RETENTION AND ACCESS TO WORKING PAPERS

The successful offeror shall retain audit working papers for at least five years following the close of the fiscal year to which the papers pertain at the auditor's expense.

Audit working papers shall be made available for examination by authorized representatives of the U.S. General Accounting Office, the Comptroller of the State of Illinois, and by the Village.

The successful offeror shall furnish the Village with one copy of any working paper(s) upon request of the Village with reasonable notice.

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

E. TIME AND REPORT REQUIREMENT

1. Audit Calendar

The auditors must be able to meet the following essential dates for the fiscal year audit:

Pre-Audit Meeting	April
Preliminary Field Work as needed	5/15-5/31
Trial Balances Completed by Village	7/14
Field Work Start	7/14-7/30
Department of Insurance filing	8/15
Draft ACFR & Management Letter	9/1
ACFR completed	10/1
State of Illinois Comptroller's Report filing	10/5
Final audit adjustments deliver copy to Village	10/5
Scheduled attendance at Village Board Meeting	60 days from finalization

The audit schedule due dates are subject to change upon agreement between the Village and successful offeror, and in future years. Failure to deliver these reports by the date may result in termination of future audit engagements unless approved by the Village Manager or if by fault of the Village.

2. Report Requirements

The independent auditor shall type, reproduce and assemble the following reports:

- a. Twenty (20) copies of the ACFR. The offeror will provide covers, binders, and dividers for the ACFR.
- b. One (1) pdf format copy of the ACFR to be incorporated into the Village website.
- c. Fifteen (15) copies of the Police Pension Financial Report.
- d. Fifteen (15) copies of the Fire Pension Financial Report.
- e. One (1) pdf format copy of the Police Pension Financial Report.
One (1) pdf format copy of the Fire Pension Financial Report.

- f. Twenty (20) copies of the Single Audit Report.
- g. One (1) pdf format copy of the Single Audit Report.
- h. One (1) copy of the Management Letter.

F. ASSISTANCE TO BE PROVIDED TO THE AUDITOR

Finance Office and Clerical Assistance

The Finance Office staff and responsible management personnel will be available during the audit to assist the consultant by providing information, documentation and explanations. The preparation of confirmations at the request of the auditor will be the responsibility of the Village of Schiller Park. It may also be requested that the auditor assist the Village in the collection of documentation and other information necessary to complete the audit process.

The Village will provide reasonable workspace; however, calculators, computers, and supplies are to be furnished by the independent auditor. Any other supporting work expected to be provided by the Village should be described in the proposal. The Village will provide wireless connection to most supporting documents. The auditor shall utilize this feature to minimize manual document retrieval. The auditor will also be provided with inquiry access into the accounting software and photocopying facilities.

Office Hours

9:00 am – 5:00 pm Monday to Friday

Auditor may schedule additional time from 8am to 9am and/or 5pm to 6pm

G. PRICE CONSIDERATION

Cost will not be the sole factor in the selection of an audit firm.

The dollar cost proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposal on an annual "not to exceed" basis for the years ending April 30, 2023 through April 30, 2027, along with a Village option for years 2028 and 2029. The option for years 2028 and 2029 will be solely that of the Village based on satisfactory negotiations of the fee with the auditor at that time. The total all-inclusive maximum price proposed is to contain all direct and indirect costs including all out-of-pocket expenses.

Budget for the proposed work to include:

- Estimated Hours - by level of Professional personnel. Also summarize estimated hours by major project timelines. i.e., planning, field work, report preparation, etc.
- Support Personnel Costs
- Report reproduction fees, if applicable

H. AGREEMENT

The successful offeror shall confirm in writing acceptance of the terms of this proposal within 15 days of notification of selection. This confirmation may be in the form of the standard Engagement Letter or may be in addition to the standard Engagement Letter. Offerors must specify any proposed modifications to the scope of the engagement in their proposal.

PRICING REQUEST

Schedule of professional auditing services rendered based on the following not-to-exceed fees:

ITEMS	PRICING FOR SERVICES BASED ON THIS RFP	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
1.	Annual Village Audit					
2.	Annual Police Pension Audit					
3.	Annual Fire Pension Audit					
4.	Annual Library Audit					
	Total Cost for Items 1-4					

SUPPLEMENTAL SERVICES

1.	Single Audit Report					
2.	Fraud Risk Assessment					

*Village optional extension for years 2028 and 2029. The optional extension for years 2028 and 2029 will be solely based on satisfactory negotiations of the fee with the auditor at that time.

PRICING REQUEST

Schedule of professional hourly rates which may be required for additional services (excluding the services on the previous page):

<u>Personnel</u>	<u>Rate</u>
Partners	_____
Managers	_____
Supervisors	_____
Seniors	_____
Staff	_____
Other (specify)	_____

Firm submitting proposal:

Signature of Authorized Representative:

Name and Title of Authorized Representative:

Date:

Contact Information:
