

SOLID WASTE AGENCY OF NORTHERN COOK COUNTY

Request for Proposals for Financial Audit Services for the Fiscal Year Ending April 30, 2023

The Solid Waste Agency of Northern Cook County (SWANCC) will receive sealed proposals from qualified certified public accountants to audit its financial statements for Fiscal Year 2023 (May 1, 2022 □ April 30, 2023), Fiscal Year 2024, and Fiscal Year 2025.

Proposals will be accepted by SWANCC until 3:00 PM CST on Tuesday February 28, 2023. All proposals must be received prior to the date and time shown above to be considered.

Proposals must be submitted electronically in a single PDF file with an email subject of □SWANCC FY2023 Audit Proposal□and emailed to:

Christina Seibert
Executive Director
Solid Waste Agency of Northern Cook County
77 W. Hintz Road, Suite 200
Wheeling, Illinois 60090
Email: christina@swancc.org

I. Audit Scope

- A. Entity - The Solid Waste Agency of Northern Cook County (SWANCC) is a municipal joint action agency that was formed on May 2, 1988. SWANCC is comprised of 23 municipalities located in northern Cook County. SWANCC is charged with developing and implementing a solid waste management plan for its 23 member communities.
- B. Funds to be Audited - The financial statements of SWANCC are to be audited for the period May 1, 2022 to April 30, 2023 (FY2023). As described below, SWANCC will have the right to extend the term of engagement to cover the periods May 1, 2023 to April 30, 2024 (FY2024) and May 1, 2024 to April 30, 2025 (FY2025), in addition to the right to extend the engagement for an additional three-year period beyond the initial three-year term.
- C. Audit Standards - The examination shall be made in accordance with auditing standards for government bodies generally accepted in the United States and the auditor shall express its opinion on the conformity of the financial statements with those standards. If an unqualified opinion cannot be expressed, the auditor shall bring such matter to the attention of SWANCC before issuance of the report to determine whether the problems leading to a qualification can be resolved.
- D. Report Preparation - The auditor shall prepare, type, and reproduce 30 copies of the Annual Financial Report (AFR). The AFR shall be prepared in accordance with generally accepted accounting principles as established by the governmental accounting standards

board. Said report shall be available for review and comment prior to finalization to the SWANCC staff on or before September of each audit year. The auditor shall also provide an electronic version of the AFR suitable for posting on SWANCC's website.

- E. Oral Report - The Auditor shall make an oral report of the audit results to SWANCC's Executive Committee at the first regular meeting after completion of the audit with a follow-up presentation at a Board of Directors meeting as scheduled.
- F. Management Letter - A Management Letter shall be prepared, outlining any deficiencies found and suggestions for improvement of SWANCC practices and procedures.
- G. 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 five (5) years unless the firm is notified in writing by SWANCC of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to SWANCC. 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.
- H. Confidentiality - The Proposer agrees to keep the information related to SWANCC in strict confidence. Other than the reports submitted to SWANCC, the Proposer agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form or authorize or permit others to do so.
- I. Governmental Accounting - While financial responsibility for the financial statements rests with the Agency, SWANCC expects that the auditor possesses and demonstrates sufficient expertise in governmental accounting and reporting to assure that all reporting requirements are met.

II. General Information

- A. Organization - SWANCC is a municipal joint action agency, a special purpose governmental body established pursuant to "An Agreement Establishing the Solid Waste Agency of Northern Cook County as a Municipal Joint Action Agency" (the "Agency Agreement") dated as of May 2, 1988 among the members as authorized by the Intergovernmental Cooperation Act.
- B. Service Delivery Area - The service delivery area is comprised of 23 municipalities located in northern Cook County in Illinois. The area has a combined population of approximately 800,000.
- C. Inquiries - Inquiries regarding this RFP can be made to Christina Seibert, Executive Director, at christina@swancc.org or (847) 724-9205.
- D. Agency Financial Information - The audited financial statements for the fiscal year ended April 30, 2022, prior year annual reports, and annual budgets are available online at: <https://www.swancc.org/about-us/document-archive/financial-reports>

III. Proposal Requirements

- A. Title Page - State the RFP subject and list the name of the firm, address, telephone number, and contact person.
- B. Table of Contents - Clearly identify all material by section and page number.
- C. Profile and Qualifications of the Proposer
 - 1. Describe the types of services provided.
 - 2. State the location of the office and identify the partners, managers/supervisors, and in-charge accountants who would perform the audit.
 - 3. Describe the experience and qualifications of those who will be responsible for this engagement, including but not limited to governmental experience, training, organization involvement, etc.
 - 4. References: Provide dates, client names, contact persons, email addresses, and telephone numbers for at least three (3) clients for whom similar governmental audit services have been provided in the last three (3) years by the individuals proposed to perform the audit. Describe the type of audit/funds involved for each client. By submitting a proposal in response to this RFP, the responding firm hereby grants SWANCC permission to contact said references and inquire regarding the responding firms prior work performance.
- D. Audit Process - Describe the applicable auditing standards and how the audit methodology intends to meet these standards.
- E. Fees and Billings - Provide a maximum, not-to-exceed fee proposal inclusive of all expenses for each year included in the Term of Engagement.
- F. Audit Schedule - Include a preliminary schedule for completion of the audit, including all milestones.
- G. Independence - The responding firm shall provide an affirmative statement that it is independent of SWANCC as defined by generally accepted auditing standards.
- H. License to Practice in Illinois - The responding firm shall provide an affirmative statement that the firm and all assigned key professional staff are properly licensed to practice in Illinois. The statement should include the length of time the firm has been in business in the State of Illinois.
- I. Pending or Previous Litigation - The responding firm shall 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 pricing of the auditing services rendered.

- J. Competency of Proposer - No proposal will be accepted from, or contract awarded to, any person, firm or corporation that appears to be in default, or in any debt of any contract. The responding firm, if requested, must present evidence of ability and possession of necessary facilities and financial resources to comply with the terms of the contract.

IV. Contract and Payment Information

- A. Term of Engagement - The term of engagement for auditing services is for the fiscal year ending April 30, 2023 (FY2023), with the option of auditing its financial statements for each of the subsequent two fiscal years (FY2024 & FY2025) at SWANCC's sole discretion. In addition, SWANCC may request pricing from the contracted firm to extend the engagement for one additional three-year period (FY2026-FY2028) at its sole discretion.
- B. Award of Contract - SWANCC will review all proposals and may conduct interviews of select proposers. Proposals will be evaluated based on the experience and qualifications of the firm and of those individuals offered to perform the service, the nature of the responses submitted, and the price of the proposal. SWANCC will award the contract based on the proposal that is in the best interest of SWANCC, not solely based on cost.
- C. Payment Information - It is expected that the contract will be a fixed price with a 10 percent retainage to be withheld from all billings unless otherwise proposed. Partial payments may be requested and will be reviewed by SWANCC's Executive Committee. Payment of retainage will be made when SWANCC's Executive Director has certified that the total work effort has been satisfactorily completed.
- D. Subcontracting - No subcontracting will be permitted.
- E. Indemnification - To the fullest extent permitted by law, the selected proposer shall indemnify and hold harmless SWANCC and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the selected proposer's work, provided that any such claim, damage, loss or expense is caused in whole or in part by any wrongful or negligent act or omission of the selected proposer, any Subcontractor, anyone for whose acts any of them may be liable, except to the extent it is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the Paragraph. The selected proposer shall similarly protect, indemnify and hold and save harmless SWANCC, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), incurred by reason of the selected proposer's breach of any of its obligations under, or the selected proposer's default of, and provision of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the selected proposer or any subcontractor under Workers Compensation or Disability Benefit Acts or Employee Benefits Acts.

- F. Compliance - All work under this contract shall be executed in accordance with all applicable federal, state, and local laws and ordinances, rules, and regulations which may in any manner affect the performance of this contract.
- G. FOIA Compliance - The selected proposer agrees to maintain all records and documents for projects of SWANCC in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, the selected proposer shall produce, without cost to SWANCC, records which are responsive to a request received by SWANCC under the Freedom of Information Act so that SWANCC may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, the selected proposer shall so notify SWANCC and if possible, SWANCC shall request an extension to comply with the Act. If SWANCC is found to have not complied with the Freedom of Information Act based upon the selected proposer's failure to produce documents or otherwise appropriately respond to a request under the Act, then the selected proposer shall indemnify and hold SWANCC harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees, and penalties.

V. Submission of Proposals

All proposals shall be addressed to SWANCC and submitted electronically in a single PDF file to:

Christina Seibert
Executive Director
Solid Waste Agency of Northern Cook County
77 West Hintz Road, Suite 200
Wheeling, IL 60090
Email: christina@swancc.org
Subject: SWANCC FY2023 Audit Proposal

Proposals are due no later than February 28, 2023 at 3:00 PM CST. Late proposals will not be accepted.

SWANCC reserves the right to reject any or all proposals submitted or to disregard any informality therein, when in its opinion, the best interest of SWANCC would be served by such action. During the evaluation process, SWANCC reserves the right to request additional information or clarification from responding firms. There is no express or implied obligation for SWANCC to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

Any responding firm in doubt as to the true meaning of any part of this document may request an interpretation thereof from SWANCC. The responding firm requesting the interpretation shall be responsible for its prompt delivery. If SWANCC deems the interpretation to be substantive, the interpretation will be made by written addendum duly issued by SWANCC. If a written addendum is issued, either due to a request for interpretation or a change in the requested RFP specifications initiated by SWANCC, a copy of such addendum will be provided to the known list of responding firms. SWANCC will not assume responsibility for

receipt of such addendum. In all cases it will be the responding firms' responsibility to obtain all addenda issued.

Any responding firm may withdraw its proposal at any time prior to the time specified in the advertisement as the closing time for the receipt of proposals by signing a request to withdraw. However, no responding firm shall withdraw or cancel its proposal for a period of sixty (60) calendar days after said advertised closing time for the receipt of proposals; the successful responding firm shall not withdraw or cancel its proposal after having been notified by SWANCC that said proposal has been accepted.