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REQUEST FOR QUALIFICATIONS (RFQ) AND PROPOSAL (RFP)

Issue Date: Thursday, April 11, 2024

Proposal Due Date: Friday, May 10, 2024, 5:00 pm

Please submit proposals to or by email:

Monica Suua, CFO

Monica.Suua@bchd.org

Beach Cities Health District

In compliance with this Request for Qualifications and Proposal and to all conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. By signature hereto, the proponent certifies that all representations and certifications contained in its proposal are complete and accurate as required.

Name and Address of Firm:

Name:

Signature:

Title:

Date:

Phone #:

Federal Emp. ID#

E-mail:

Fax #:

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SECTION 1: GENERAL INFORMATION

The Board of Directors of Beach Cities Health District (hereafter referred to as “BCHD” or “the District”), is soliciting proposals from qualified firms of certified public accountants to audit its financial statements along with a Single audit for the five fiscal years ending June 30, 2025, June 30, 2026, June 30, 2027, June 30, 2028, and June 30, 2029. Qualified firms, (“company(s)”), which meet the requirements set forth in this Request for Proposal are encouraged to participate.

The District desires an on-going relationship with the selected CPA firm, to be kept abreast of new developments affecting special district accounting and reporting as well as any other issues. This includes but is not limited to impacts of newly imposed GASB requirements and State of California mandates. The District requires reliable professional advice on accounting matters throughout the fiscal year, and such advice should not be construed as consulting services, nor will compensation for such advice be contemplated unless explicitly negotiated by the District or its agents.

There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. The District reserves the right to reject any or all proposals submitted.

Proposals submitted will be evaluated by a Selection Review Committee comprised of individuals from the Finance Department, one other Department and the CFO. Staff will provide a recommended Auditor for review and final approval by the CEO with final approval reserved for the District’s Board of Directors. During the evaluation process, the District reserves the right, where it may serve the District’s best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the District, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the District and the firm selected. The District has a standard two-party professional services Agreement, to which adherence is assumed unless specific objections are noted in the proposal by the candidate firm. The Professional Services Agreement is attached (see Appendix B). Please note the requirements detailed in the agreement and both the District and the respondent reserves the right to add any specific negotiated terms if necessary.

1.1 Purpose

The purpose of this Request for Qualifications (RFQ) and Proposal (RFP) is to provide interested companies with the necessary information for preparing quotes for Services that will meet the District's specific needs. It is the intent of the District to establish a one-time contract to run for completion of contracted services.

The intent of this Request for Qualifications and Proposal is to enter into a contract with one Company who can provide services consistent with the scope of work attached to this document, to BCHD, a public agency that serves the cities of Hermosa Beach, Redondo Beach, and Manhattan Beach.

Companies must adhere to performance standards that are mission-critical to our agency's success. This document will provide Companies with the information necessary to prepare and submit proposals for consideration of this service.

Companies responding to this RFQ/RFP are expected to provide the District with information and evidence which will enable the evaluation of the information in expectation of awarding a contract in a manner which best serves BCHD.

BCHD has the right to use any and all ideas presented in any response to this RFQ/RFP. BCHD reserves the right to award a contract based solely on what it considers providing the greatest long-term benefit to BCHD and the best quality of service to the community and customers.

1.2 Beach Cities Health District Overview

The Beach Cities Health District is a public health agency serving the 124,000 residents of Manhattan Beach, Hermosa Beach, and Redondo Beach through a wide range of innovative health and wellness programs that promote healthy lifestyles, physical health and fitness, and emotional balance. The organization strives to develop programs and services that meet our mission: a healthy beach community. A public agency, BCHD spends over \$15 million annually on in-service provision to the residents.

BCHD has prepared ACFR for FY22-23, submitted for review and earned GFOA's Certificate of Achievement for Excellence in Financial Reporting (COA) Program for FY22-23 and the past five consecutive years and expects the quality of reporting to continue to earn this award. Audited financials for previous fiscal years are available on www.bchd.org.

1.3 Contact Point and Issuing Office

The sole point of contact for questions or additional information is:

Monica Suua, CFO
Monica.Suua@bchd.org
(310) 374-3426 Ext: 8210

All questions and requests for additional information must be in writing and received through the point of contact shown above (email is acceptable) by May 3, 2024.

SECTION 2: SCOPE OF SERVICES

2.1 Scope of Work

The Company shall provide information and propose as requested in section 6.1.

1. See Appendix A

2.2 Pricing Schedule

Companies are requested to submit comprehensive pricing for the attached scope of work, including travel, supplies, equipment, and other anticipated outlays.

Prices quoted by companies will be firm prices, not subject to increases, during the term of the contractual agreement arising with the District as a result of this proposal. Company quoted prices shall include any applicable state and federal tax. Companies are to stipulate the expiration date of their quoted proposal.

SECTION 3: PROPOSAL FORMAT AND CONTENTS

To be considered, Companies shall submit a complete response to this Request for Qualifications and Proposal using the format outlined below. Proposals made by a joint team, or a prime / subcontractor team shall list the full names and addresses of all team members and the proposed relationship / role of each.

3.1 Letter of Transmittal

The prospective Company's proposal shall include a brief letter of transmittal signed by an individual or individuals authorized to bind the prospective Company contractually.

3.2 Qualifications and Experience of Firm, Including Subcontractors

The Company shall designate a project team comprised of experienced professional and technical staff to competently and efficiently perform the work with either their own personnel, Subcontractors, or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership (i.e. principle, project manager), reporting responsibilities, and address how Subcontractors will fit into the management structure. At a minimum, the principal in charge and manager shall be designated. Other key personnel may also be designated. The manager must have adequate experience in managing services of a similar nature and scope.

3.3 Required Disclosures

In addition to all other requests listed in Section 3 of this RFP, Companies responding to this RFP will provide the following disclosure:

A disclosure of the Company's name and address and, as applicable, the name and address of any company or venture that owns or has a majority stake in the company and the names of key officers and directors of the Company. A disclosure providing information regarding any major contract that has been terminated for any reason within the last year by the division of company /company responding to this RFQ/RFP.

3.4 Insurance Requirements

Please attach copies of all proof of insurance as described below. Contractor shall provide and maintain insurance coverage of adequate levels in compliance with the following:

- Comprehensive Public/General Liability
- Contractual Liability (Hold Harmless Coverage) – Beach Cities Health District to be named as additional insured

SECTION 4: SUMMARY OF TIMELINE

4.1 Timeline

The following dates are shown for informational and planning purposes only. BCHD reserves the right to change any of the dates.

It is anticipated the selection of a firm will be completed by June 15, 2024. Following the notification of the selected firm, it is expected the Professional Services Agreement will be executed between both parties by July 15, 2024.

Deadline for proposals:

No later than 5:00 pm May 10, 2024

Proposal Process:

Proposal Review, Staff, CEO	May 2024
Possible meetings with Bidders	May 2024 TBD
Possible Review, Finance Committee	June 2024 TBD
Proposal Review, Board of Directors	May or June 2024 TBD
Award of Contract at May or June Board meeting	May or June 2024
Implementation	To commence with Contract

SECTION 5: CRITERIA FOR EVALUATION OF PROPOSALS

5.1 Evaluation Criteria & Award Notice

BCHD staff will review the responses. Proposals will be received and evaluated on the understanding that the Company accepts full responsibility for, and will be contractually bound by, all statements made within the proposal and by sales and/or technical representatives. This responsibility extends to verbal sales commitments, company literature and claims of the capacity and ability of the proposed company and its representatives to meet the specified scope of service requirements contained in this

The evaluation of proposals will include, but may not be limited to, the items listed in this RFQ/RFP. Additional significant consideration will be given to the quality and comprehensiveness of each company's response to this RFQ/RFP and to pricing for like services.

BCHD reserves the right to accept responses in whole or in part, and to negotiate with any Company in any manner necessary to serve the best interests of BCHD. Companies may be strictly held to the terms submitted in their responses as maximums but may be required to reduce costs depending upon aspects of the services which may be determined by BCHD to be unnecessary, or aspects for which BCHD decides to assume the responsibility. The response submitted by any successful Company and accepted by BCHD whether in whole or in part, will become part of the contract awarded because of this RFQ/RFP and the Company will be expected to sign a contract with BCHD, consistent with the RFQ/RFP, and such contract may include additional terms and conditions.

BCHD reserves the right to withdraw or cancel this RFQ/RFP at its own discretion. BCHD also reserves the right to reject any and all responses resulting from this solicitation. BCHD reserves the right to obtain any information from any lawful source regarding past business history and practices and the ability of a Company to supply services that BCHD has a right to expect from a Company with a good reputation. Such information may be taken into consideration in evaluating the responses.

All notices and communications regarding this RFP will solely be conducted through the company's point of contact listed in the response and the BCHD contact identified in this document. Awards will follow the timeline outlined in Section 4.1.



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SECTION 6: ATTACHMENTS

Appendix A: Scope of work
Appendix B: Professional Services Agreement

For information about the District: www.BCHD.org

Audited financials: <http://www.bchd.org/audited-financials>

Budgets: <http://www.bchd.org/operating-budgets>

APPENDIX A

Scope of Services

Requested Minimum Deliverables

Total Annual Fees, specific to each fiscal year for the audit of the Financial Statements \$_____ and for the Single audit (if needed) - \$_____

For an audit of the Financial Statements

The District desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles. The auditor is not required to audit the District's supporting schedules but is to provide an "in-relation-to" opinion on the schedules based on the auditing procedures applied during the audit of the basic financial statements.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Government Accounting Standards Board as mandated by generally accepted auditing standards.

The District does not currently have outstanding bond issues, however, could arise during the term of the agreement. Audit work would be required on all debt issues, to review accounting treatment and determine compliance with bond covenants.

All auditors adjusting journal entries must be discussed and explained to the Chief Finance Officer or its designee prior to recording. They should be in a format that shows the lowest level of posting detail needed for the District to enter the data into the general ledger.

For an audit of a Single Audit

The District desires the auditor to express an opinion on Each Major Federal Program.

The auditor shall understand and comply with the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including requirements relating to preparation of the schedule of expenditures of federal awards.

The auditor shall also acknowledge the responsibility for presenting the schedule of expenditures of federal awards (SEFA) and related notes in accordance with the requirements of the Uniform Guidance. c) If the SEFA is not presented with the audited financial statements, the auditor will make the audited financial statements readily available to the intended users of the SEFA no later than the date we issue the SEFA and the auditor's report.

The auditor shall understand and comply with the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to the District the requirements of federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major program.

Qualifications of Auditor

License to Practice in California. An affirmative statement should be included verifying the firm and all assigned key professional staff are properly licensed to practice in California.

Independence. The firm should provide an affirmative statement that it is independent of the Beach Cities Health District as defined by auditing standards generally accepted in the United States of America and the General Accounting Office's Government Auditing Standards. The Proposer should provide the range of activities performed by the local office, e.g., audit, accounting, tax service and/or management consulting services.

Firm Qualifications and Experience. To qualify the firm must have extensive experience in audits of local governments as well as experience with preparation of Comprehensive Annual Financial Statements. The Proposer should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis. Staff consistency is an important consideration.

References. The Proposer must provide a list of at least 5 current municipal clients.

Auditing Standards to be Followed

To meet the requirements of this Request for Proposal, the audit shall be performed in accordance with:

1. Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants,
2. Minimum audit requirements and reporting guidelines for Special Districts pursuant to California Code of Regulations, State Controller, Subchapter 5, 1131.2 "Minimum Audit Requirements and Reporting Guidelines for Special Districts".

Reports to be Issued

Before and following the completion of the audit of the fiscal year's financial statements, the auditor shall issue to the Board of Directors:

1. A report on auditing focus for the upcoming year's audit
2. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards in relation to the audited financial statements
3. A report on compliance and internal control over financial reporting based on an audit of the financial statements
4. A report on compliance and internal control over compliance applicable to each major federal program, if applicable. Currently BCHD has no federally funded programs.

In the required reports on compliance and internal controls, the auditor shall communicate 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. Reportable conditions that are also material weaknesses shall be identified as such in the report.

Non-reportable conditions discovered by the auditors shall be reported in a separate letter to the management (the "Management Letter") which shall be referred to in the reports on compliance and internal controls.

Irregularities and illegal acts: Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the Board of Directors, CEO and CFO.

Auditors shall assure themselves that the Board of Directors is informed of each of the following:

1. The auditor's responsibility under generally accepted auditing standards
2. Auditor's section of a more in-depth area of focus by year
3. Significant accounting policies
4. Management judgments and accounting estimates
5. Significant audit adjustments
6. Other information in documents containing audited financial statements
7. Disagreements with management
8. Management consultation with other accountants
9. Major issues discussed with management prior to retention

10. Difficulties encountered in performing the audit

The Auditors will be expected to present their final reports with the Board's Finance Committee and the Board of Directors in regularly-scheduled public meetings.

Working Paper Retention and Access to Working Papers

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

- Parties designated by the Federal or State governments or by the District as part of an audit quality review process
- Auditors or entities of which the District is a sub recipient of grant funds. 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.

DESCRIPTION OF THE DISTRICT

The auditor's responsibility will be directly to the Board of Directors of Beach Cities Health District. The Treasurer of the Board of Directors chairs the Finance Committee, two board members and up to six appointed residents of the three beach cities. The Finance Committee reviews the annual audit as well as the budget, and financial policies for approval by the Board of Directors.

The auditor's principal contact with the District will be the CFO, or a designated representative, who will coordinate the assistance to be provided by the District to the auditor.

For more information about the District, its finances, and annual budgets, please visit <http://www.bchd.org>.

APPENDIX B

Professional Services Agreement

This "Agreement" made this XX Day of XXX, by and between XXXXXXX, hereinafter designated as the Auditor, and BEACH CITIES HEALTH DISTRICT, hereinafter designated as BCHD.

WHEREAS the parties wish to enter into an agreement for Auditing Services,

WITNESSETH: That, in consideration of covenants, agreements and stipulations contained herein, the Auditor and BCHD hereby covenant, promise, and agree to the following:

ARTICLE I SERVICE: The Auditor agrees to furnish all supervision, labor, materials, supplies, and equipment as may be necessary to complete and provide Auditing services "the Services" with respect to Beach Cities Health District:

See scope of work:

Auditor agrees to complete the auditing services duties outlined in the Scope of Work to assist BCHD in achieving a timely, efficient, well organized, and clearly communicated annual financial audit process.

Annual Audit Fees:

ARTICLE II LOCATION: These services, materials, etc., shall be provided by the Auditor for the BCHD facility, or one of its affiliates or subsidiaries located at:

1200 Del Amo Street, Redondo Beach, CA 90277
514 N. Prospect Ave., Redondo Beach, CA 90277
1701 Marine Ave., Manhattan Beach, CA 90266

ARTICLE III EXTRAS: Only those services, materials, etc., as specified in this Amendment will be performed, and no extras, add-ons, or deviations from the work and services as specified, will be permitted by or on behalf of either party, unless a written "extra work" order has first been prepared, agreed upon and duly signed by both BCHD and the Auditor.

ARTICLE IV INSURANCE: Throughout the term of this Agreement, the Auditor, and its Sub-Auditors, if any, shall secure and maintain, at its own expense, the following insurance requirements with companies satisfactory and acceptable to BCHD and shall furnish BCHD certificates evidencing such insurance prior to commencement of work under this Agreement:

Worker's Compensation and Employee's Liability Insurance which shall fully comply with the statutory requirements of all state laws as well as federal laws which may be applicable. Employer's Liability limit shall be \$500,000 per accident for Bodily injury and \$500,000 per employee/aggregate for disease.

Commercial General Liability insurance with a minimum combined single limit of liability of \$1,000,000 per occurrence and \$2,000,000 aggregate for injury and/or death and/or property damage.

Business Automobile Liability insurance covering all owned, hired, and non-owned vehicles and equipment used by the Auditor with a minimum combined single limit of liability of \$1,000,000 for injury and/or death and/or property damage.

Beach Cities Health District will be named on the insurance certificates as additionally insured.

ARTICLE V ASSIGNMENT: No assignment by the Auditor of this Agreement may be made to other Auditors or sub-Auditors without prior written permission by BCHD. This Agreement may be assigned from BCHD to BCHD's nominees, or assigns.

ARTICLE VI INDEMNIFICATION: The Auditor shall indemnify, defend, and hold BCHD free and harmless from any and all claims, lawsuits, liabilities, damages, injuries, sickness, losses, expenses, including attorneys' fees, due to willful misconduct or negligent acts and/or omissions of Auditor or others for which Auditor is legally responsible, which result from or during the providing of Service under this Agreement. BCHD will also be held free and harmless from any litigation resulting from patent/trademark infringements as well as any action as a result of Antitrust or Restraint of Trade law practices. In the event BCHD is named as a party to any litigation resulting under the above indemnity provision, BCHD reserves the right to defend itself, and Auditor shall reimburse BCHD for reasonable attorneys' fees and expenses for such defense.

ARTICLE VII LICENSES, PERMITS, & FEES: The Auditor agrees to obtain, provide, and- pay for all necessary licenses, permits, fees as required to properly perform and/or provide the Services as required in this Agreement.

ARTICLE VIII APPLICABLE LAW: The Auditor agrees that Services, sub-Auditors, employees provided under this Agreement will be sold, delivered, or provided in compliance with this Agreement and all applicable laws, orders, rules, and regulations of governmental agencies having jurisdiction over such Services. Such governmental agencies and regulations include but are not limited to the Environmental Protection Agency; Uniform Commercial Code as adopted by the state in which the Services are provided; Occupational Safety and Health Administration regulations; Applicable environmental, health and safety laws and regulations pertaining to supplies, materials, tools, and machinery used in providing Services. This Agreement shall be governed by, and any disputes shall be settled pursuant to, the laws of California.

ARTICLE IX TAXES: The Auditor agrees to pay any or all Federal, State, or local taxes, which are or may be legally assessed upon the materials, labor, or services furnished by said Auditor under this Agreement.

ARTICLE X COMPENSATION: BCHD agrees to pay the Auditor as noted in Article 1, taxes included. Payment shall be issued to the Auditor by BCHD within thirty (30) calendar days of receipt of approved invoice. Auditor shall itemize services performed and applicable out-of-pocket expenses on the invoice and attach appropriate back-up. Auditor will take care to use the best price available for travel, lodging and any other out-of-pocket expenses. No alcohol is allowed as a reimbursement.



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Final Lien Waivers, as supplied by BCHD, may be required from the Auditor for invoices exceeding \$5,000, or as may be required by law, prior to release of payment.

ARTICLE XI TERM OF AGREEMENT: The term of this Agreement shall commence on the date of the execution of this agreement by both parties and shall remain in effect through the end of the consulting services as determined by both parties. Auditor acknowledges that time is of the essence for this Agreement. BCHD may terminate this Agreement immediately without prior notice if the grounds for such termination are the failure by the Auditor to perform the Services required under this Agreement or acts of intentional misconduct by the Auditor's employees or Sub-Auditors. This Agreement may also be terminated by either party, without cause, or at no additional cost, upon seven (7) day's prior written notice. BCHD and the Auditor for themselves, their successors, executors, administrators, and assigns, hereby agree to the full performance of the covenants, agreements and stipulations contained herein and on all related support documents as may be attached and agreed upon.

ARTICLE XII INDEPENDENT CONTRACTOR: The Auditor is and shall at all times be an independent contractor with respect to BCHD in the performance of the Services under this Agreement. Nothing in this Agreement shall be considered to create an employer/employee, joint venture, or fiduciary relationship between Auditor (or any of its employees or agents) and BCHD. Auditor shall not, and shall ensure that each employee, subcontractor, or agent of Auditor shall not, hold itself, himself, or herself out as an officer, agent, or employee of BCHD, or incur any contractual or financial obligation on behalf of BCHD, without the prior written consent of BCHD. Except as otherwise specifically set forth in this Agreement, Auditor shall be solely responsible for paying all expenses related to Auditor, including compensation, health and disability insurance, worker's compensation insurance, life insurance, retirement plan contributions, employee benefits, income taxes, FICA, FUTA, SDI and all other payroll, employment or other taxes or withholdings, with respect to Auditor's employees, subcontractors or agents, and the cost of any and all accountants, attorneys, and advisors engaged by Auditor from time to time.

In witness whereof, the parties hereto have executed this agreement the day and the year first above written.

BEACH CITIES HEALTH DISTRICT

DATE: _____

BY: _____
Signature

Printed name of above

TITLE: _____



Live Well. Health Matters.

PROFESSIONAL SERVICES COMPANY NAME

DATE: _____

BY: _____
Signature

Printed name of above

TITLE: _____

ADDRESS: _____

SSN or FED TAX ID # _____