



Teachers' Retirement System of
Oklahoma
P.O. Box 53524
Oklahoma City, OK 73152-3524

**Request For Proposal
715-25-1001**

March 3, 2025

Purpose

The Board of Trustees of the Teachers' Retirement System of Oklahoma (Board of Trustees) is seeking proposals from interested auditors for the performance of a financial audit of the Teachers' Retirement System of Oklahoma (TRS). TRS is a governmental, defined benefit pension plan pursuant to 401(a) and 414(d) of the Internal Revenue Code. This plan serves over 200,000 Oklahoma public educators and other employees of institutions of higher education, local school districts, career tech school districts and certain employees of state educational-related agencies. TRS holds in trust approximately \$24 billion in assets under management as of December 2024. These funds are held in trust solely for the exclusive purpose of paying retirement benefits to TRS members and their beneficiaries. TRS is governed by a 15-member Board of Trustees, 14 of which are voting members and all of whom are fiduciaries to TRS. Trustees are appointed by various state officials or are Ex Officio trustees. The Board of Trustees is responsible for the administration of the System.

Scope

The audit shall be for the state fiscal year ending June 30, 2025, and shall be conducted in accordance with *Government Auditing Standards*. The engagement will include an audit of TRS financial statements, as well as an audit of the schedule of employer allocations and the net pension liability (asset), total deferred outflows of resources, total deferred inflows of resources, and total pension expense on the schedule of collective pension amounts for all participating entities for TRS Pension Plan.

The engagement will also include an audit of the schedule of employer allocations and the net OPEB liability (asset), total deferred outflows of resources, total deferred inflows of resources, and total OPEB expense on the schedule of collective OPEB amounts for the total of all participating entities for TRS OPEB Plan.

The proposal should include census data testing as required by GASB Statements 68 and 75 and consistent with the guidance to auditors published by the American Institute of Certified Public Accountants.

The fiscal year 2024 Annual Comprehensive Financial Report (2024 ACFR) and the related Schedules of Employer Allocations are available on the TRS website www.oklahoma.gov/trs at the "Financials & Actuarial Reports" section link under the "Publications" Tab.



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General Requirements and Instructions to Bidders

- 1) The auditor shall, as part of the written audit report, submit to the Board of Trustees and the State Auditor & Inspector (SAI) a report containing an expression of an opinion that the financial statements are fairly presented, or an opinion modified as to certain accounts or items in the financial statements, a disclaimer of opinion and the reasons therefore, or an adverse opinion, and shall explain any unusual items or circumstances under which the auditor was unable to reach a conclusion. This report shall state that generally accepted government auditing standards have been followed in performing the audit.
- 2) The auditor's opinion shall be expressed on the opinion units as identified following the guidance in the AICPA Audit and Accounting Guide: Audits of State and Local Governments.
- 3) The auditor shall submit to the Board of Trustees and SAI a report on internal control over financial reporting and on compliance and other matters based on an audit of the financial statements performed in accordance with *Government Auditing Standards*.
- 4) The auditor shall submit to the Board of Trustees and SAI a report containing an expression of opinions on the schedule of employer allocations and on the net pension liability, total deferred outflows of resources, total deferred inflows of resources, and total pension expense on the schedule of collective pension amounts for the total of all participating entities for TRS Pension Plan.
- 5) The auditor shall submit to the Board of Trustees and SAI a report containing an expression of opinions on the schedule of employer allocations and on the net OPEB liability (asset), total deferred outflows of resources, total deferred inflows of resources, and total OPEB expense on the schedule of collective OPEB amounts for the total of all participating entities for TRS OPEB Plan.
- 6) The auditor shall submit a digital file of the final report to TRS.
- 7) Per 74 O.S. § 212A. 2, the auditor will file the audit reports with SAI and pay the required filing fee.
- 8) The audit reports shall be submitted by the second Wednesday in October 2025. TRS will provide support in both the preparation of audit schedules and the preparation of financial statement drafts.
- 9) Attending Board and Committee Meetings: Upon request, the auditor will meet with the Audit Committee of the Board of Trustees in advance of the October Board

Regular meeting to discuss audit findings. The auditor shall appear and present the audit findings to the Board of Trustees at the October Board Regular Meeting. The auditor shall also appear and present the GASB 68 and GASB 75 findings to the Board of Trustees, which generally occurs at its February Regular Board Meeting.

- 10) Any management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no material matters not also disclosed in the findings found in the published audit report).
- 11) Audit documentation, including the auditor's working papers/work product, shall be available for a period of five years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the five-year period, the records are required to be maintained for three years from the date that all issues arising out of the actions are resolved or until the end of the five-year retention period, whichever is later.
- 12) The contract will be for one year, with an option to renew the contract for each of the next four fiscal years.
- 13) The auditor agrees that any pertinent state or federal agency will have the right to examine the audit documentation and other records relevant to the audit. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type, and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- 14) The bids submitted shall be in conformity with the "General Requirements and Instructions to Bidders" and shall include all items listed below in the section titled "Bid Proposals." All bids, quotations and contracts shall be provided to TRS digitally in pdf format and shall be emailed as set out below under "Submittal Information."
- 15) Fees: Total bid price/contract price shall be bid/proposed on a fiscal year basis as further delineated in "Bid Proposals." In accordance with 74 O.S. § 85.40, all travel expenses to be incurred by the vendor that are part of the service for the contract shall be included in the total bid price/contract amount. Additionally, all out-of-pocket expenses shall be included in the total bid price/contract price.
- 16) TRS, the Board of Trustees, and SAI are subject to the Oklahoma Open Records Act, Title 51, Oklahoma Statutes, Section 24A.1, et. seq. If any part of the bid proposal is identified by the vendor as confidential or proprietary, the vendor shall set out those pages in a separate section with a citation to the legal authority authorizing such confidential treatment along with an explanation why disclosure is not in the public's best interest. Identifying pages as confidential or proprietary is not a guarantee against disclosure under the Oklahoma's Open Records Act.



17) The vendor must indicate in its bid proposal:

- i. any recent or anticipated changes in its firm structure such as mergers, acquisitions, new venture capital, stock issue, etc.
- ii. a summary of any investigations of the firm or proposed audit team within the last 5 years by the AICPA for violations of the AICPA Code of Professional Conduct
- iii. a brief description of any sanctions imposed on the firm or proposed audit team within the last 5 years by the AICPA for violations of the AICPA Code of Professional Conduct
- iv. whether any of the members of the proposed audit team have had their professional licenses revoked or suspended or otherwise been subject to discipline by a state board of accountancy; if so, provide a brief summary of the incident(s)
- v. a brief description of any ongoing litigation involving the firm or members of the proposed audit team,
- vi. whether members of the proposed audit team have criminal convictions; if so, please list.

18) The vendor must provide in its bid proposal the most recent copy of its SOC Report and most recent Business Continuity Plan.

19) In addition to requirements under applicable law or professional codes of conduct for the bidding audit firms, bidding firms shall disclose in bid proposals any outside activities or interests of the firm or its employees that conflict or may be perceived to conflict with the best interests of TRS or the Board of Trustees. If such conflict arises after a contract award and during any contract term, prompt disclosure shall be made in writing to the Board of Trustees, and no such participation in the activity shall occur without written approval from the Board of Trustees. At the sole discretion of the Board of Trustees, any conflict of interest shall be grounds for termination of the contract in whole or part.

20) No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the bid and/or the resultant contract. All modifications to the bid/contract shall be agreed to in writing.

21) SAI and the Board of Trustees reserve the right to reject any bid that does not comply with the requirements and specifications of the bid. A bid may be rejected when the bidder imposes terms and conditions that would modify the requirements of the bid or limit the bidder's liability to the State.



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- 22) Bids may be withdrawn at any time prior to an award. Unless withdrawn, bids shall remain in effect for 120 days after the bid due date, including any extensions thereto.
- 23) Except for the Business Manager, Kristen Banta, bidders shall not communicate with or contact TRS employees, Trustees of the Board, or any employee of SAI regarding this solicitation. An exception to this prohibition is granted if audit firms are asked to make presentations to the Board of Trustees. Such exception includes only the presentation to the Board and no other contact or communications.
- 24) All bidders shall complete the Responding Bidders Information document found on the TRS website at <https://oklahoma.gov/content/dam/ok/en/trs/documents/omes-form-cp-76.pdf>.

Q & A Process

In an effort to clarify any issues in this RFP, SAI and TRS staff will respond only to questions that are presented through e-mail in a Microsoft Word document. Questions should be submitted to **Kristen Banta**, Business Manager at Kristen.Banta@trs.ok.gov. These questions will be consolidated into a single Q&A document.

All questions must be received by 4:00 p.m. Central Time on Friday, March 14, 2025. The Q&A document will be posted on the TRS website (www.oklahoma.gov/trs) on or after Friday, March 21, 2025. This will be the only distribution method for the Q&A document.

Bid Proposals

Audit firms submitting proposals must be on the Government Auditor List maintained by the Oklahoma Accountancy Board.

Proposals must include and will be evaluated on the following:

- 1) The audit fee and estimated hours to complete this engagement for current and subsequent years. Although there is no commitment on the state's part for the subsequent years, these will be considered in reviewing and selecting the best value. Please use the following format to bid:



Audit Fee		Estimated hours to complete
\$	Year 1	
\$	Year 2	
\$	Year 3	
\$	Year 4	
\$	Year 5	

- 2) Nature and extent of the firm's governmental auditing experience, including retirement plan experience and GASB 67/74 and GASB 68/75 experience,
- 3) A copy of the audit firm's most recent external quality control review report **including letter of comments, if any**
- 4) Composition of the audit team including relevant experience and hourly billing rates of team members
- 5) Detailed response addressing "Scope" and "General Requirements and Instructions to Bidders", including an affirmation of understanding of the audit scope and required completion date. Include all relevant documents requested in the "General Requirements and Instructions to Bidders". Providing sample audit reports is encouraged.
- 6) Completed non-collusion certification and a supplier contract certification (attached); if applicable, completed Anti-BDS Israel certification (attached).
- 7) Copy of professional liability insurance declarations page;
- 8) Evidence of good standing (copy of annual permit card issued by the Oklahoma Accountancy Board for principal partner or engagement manager),
- 9) Reference information for two existing clients of similar nature to TRS.

Select General Terms and Conditions (The terms below are summarized.)

Applicable Law and Courts – This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Oklahoma, and any litigation with respect thereto shall be brought in the District Court of Oklahoma County, Oklahoma. The auditing firm shall comply with all applicable federal, state and local laws, rules and regulations.

Limitation of Liability, Hold Harmless Clauses and Indemnity – The State of Oklahoma and its agencies are constitutionally barred from limiting the liability of a private vendor. Agencies are similarly prohibited from holding a private entity harmless from liability or providing indemnity to a private entity. The contract between the successful auditing firm and the Board of Trustees will not have any such terms.

Contract Termination –

- For Default – Consistent failure by the vendor to respond to or to meet its obligations under the contract may place the vendor in default and subject to cancellation of the purchase order. In the event the contractor fails to meet the terms and conditions of the contract or fails to provide services in accordance with the provisions of the contract, the Board of Trustees at its sole discretion, may withhold payments claimed by the contractor or cancel the contract by written notice of default to the contractor. Cancellation due to default shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the Office of Management Enterprise and Services, Central Purchasing.
- For Convenience – The contract shall be in force until the expiration date, or until 30 days after written notice has been given by either party of its desire to cancel without cause. Notification of cancellation shall be by certified mail to the business address of record. In the event the contract is canceled by either party, the Board of Trustees shall be responsible for reimbursement for goods or services received or provided prior to cancellation date. The Board of Trustees shall not be responsible for reimbursement of expenditures incurred after receipt of the cancellation notice, unless approved in advance by TRS.

Unavailability of Funding – In the event state or federal funds used to support this contract become unavailable, either in full or in part, due to reduction in appropriations, the Board of Trustees may terminate or reduce the contract upon notice in writing to the Contractor by certified mail. The Board of Trustees shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction shall be specified in the notice. In the event of a reduction, the Contractor may cancel this contract as of the effective date of the proposed reduction upon advance written notice to the Board of Trustees.

Payment Terms

The vendor shall provide monthly invoices for fees earned. Accurate invoices will be paid in arrears within 45 days of TRS's receipt of an accurate invoice. Late payment of invoices by TRS is governed by 62 O.S. §34.72 and is the only remedy available to the vendor for late payment of invoices. An inaccurate invoice will not be considered late. Accurate invoices shall be in a format agreed upon by the parties and shall set out the purchase order number, description and dates(s) of work performed, and associated fees. The total fees paid on all monthly invoices in a contract year shall not exceed the total bid price/contract price. Once an award is made, the successful bidder shall register at the State's [Supplier Portal](#) in order to receive payment from TRS.



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Business Continuity

The vendor agrees to present to the Board of Trustees a business continuation plan for this contract.

SOC Report

The successful bidder must provide its most recent SOC report to TRS upon TRS's request. This will generally occur annually.

Assignment of Contract

The contract shall not be assignable by the vendor in whole or in part without the written consent of the Board of Trustees.

Confidentiality

The vendor is expected to comply with provisions of Oklahoma statutes regarding confidentiality of membership data and agrees not to disclose confidential membership information to other parties without TRS' prior authorization and approval.

Access to Data and Work Product

The Board of Trustee and TRS must be given reasonable access to all work product or data compiled by the vendor in the performance of this contract.

Ethics in Public Contracting

By submitting bids or proposals, vendors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other vendor, supplier, manufacturer or subcontractor in connection with their bid/proposal. Vendors must further certify that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of value, in exchange for procuring this contract.

Anti-BDS Israel

Based on certain conditions listed in 74 O.S. §582, a successful vendor may be required to verify in writing that it does not boycott Israel as defined in 74 O.S. §582.



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Submittal Information

One electronic version of the complete response in PDF or similar format is to be emailed as set out below and **received by TRS no later than 4:00 p.m. Central Time on April 4, 2025**. Untimely proposals will not be evaluated. Do not mail your bid response to TRS.

Kristen Banta – TRS Business Manager
Teachers' Retirement System of Oklahoma
Kristen.Banta@trs.ok.gov

Bid Award

The Board of Trustees and SAI may amend or terminate this solicitation at any time before an award is made. Additionally, the Board of Trustees and SAI reserve the right to seek clarification on bids, request additional information from bidders to assist in the selection process, and negotiate all the timely and potentially acceptable bids. TRS may request a Best and Final Offer (BAFO) during negotiations. Bids will be awarded considering the best value for the Board of Trustees and SAI. SAI and TRS will evaluate all bids that have been received in a timely manner. Finalists may be asked to make a presentation to the TRS Board of Trustees before a selection is made. It is anticipated that the award of the bid by SAI and the Board of Trustees will take place approximately one month after the bid deadline. Each bidder will be notified by TRS in writing as to the award of the bid.

Thank you for your time and consideration.

Sincerely,
Board of Trustees of the Teachers' Retirement System of Oklahoma

Anti-BDS Israel Certification

**CERTIFICATION OF COMPANY
NOT CURRENTLY ENGAGED IN A BOYCOTT OF ISRAEL**

In accordance with HB 3967, 2020 Legislative Session, and 74 O.S. Section 582, effective November 1, 2020, the State of Oklahoma shall not enter into a contract with any Company to acquire or dispose of good or services in excess of one-hundred thousand dollars (\$100,000.00), unless such Company submits a written certification that such Individual or Company is not currently engaged in a Boycott of Israel.

"Company" means an organization, association, corporation, partnership, venture or other entity, its subsidiary or affiliate, that exists for profitmaking purposes or to otherwise secure economic advantage;

"Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:

- a. in compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 U.S.C., Section 4607(c) applies, or
- b. in a manner that discriminates on the basis of nationality, national origin or religion, and that is not based on a valid business reason;

As a Contractor entering into a contract with the State of Oklahoma, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel.

Signature, Title of Contractor

Date

Printed Name

Name of Company



**Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)**

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: _____ Agency Number: _____

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

Solicitation or Purchase Order #: _____

Supplier name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email address: _____

A. In accordance with 74 O.S. § 85.42, the supplier named herein certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

B. In accordance with 74 O.S. § 85.41, if this contract is for professional services as defined in 74 O.S. § 85.2, and if the final product is a written proposal, report, or study, the supplier named herein further certifies that (s)he has not previously provided the state agency or any other state agency with a final product that is a substantial duplication of the final product of the proposed contract.

Supplier Authorized Representative Signature

Date

Supplier Authorized Representative Printed Name

Title