

REQUEST FOR PROPOSAL # FCARC - 029
AUDITING SERVICES



By:
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Riverside County Flood Control and Water Conservation District
1995 Market Street
Riverside, CA 92501
(951) 955-1264 / (951) 955-4532 (fax)

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INSTRUCTIONS TO BIDDERS

Email: jreyhawk@rcflood.org

Visit the following Websites:

Riverside County Flood Control and Water Conservation District's Website: www.rcflood.org

Riverside County's Website: www.purchasing.co.riverside.ca.us

Telephone: (951) 955-1264

- I. **Prices/Notations:** All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be bid separately.
- II. **Pricing/Terms/Tax:** All pricing shall be quoted both F.O.B. shipping point and F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax. The Riverside County Flood Control and Water Conservation District (District) pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
- III. **Period of Firm Pricing:** Unless stated otherwise elsewhere in this document, prices shall be firm for 120 days after the closing date.
- IV. **Recycled Material:** Wherever possible, the District is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, the District reserves the right to reject those alternatives as non-responsive.
- V. **Method of Award:** The District reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the District to be most advantageous to the District. The District recognizes that prices are only one of several criteria to be used in judging an offer and the District is not legally bound to accept the lowest offer.
- IV. **Return of Bid/Closing Date/Return to:** The bid response shall be delivered to Riverside County Flood Control and Water Conservation District, 1995 Market Street, Riverside, Ca 92501 by 1:30 p.m. on the closing date listed above. Bid responses not received by the District by the closing date and time indicated above will not be accepted. The closing date and time and the R.F.Q. /R.F.P. number referenced above shall appear on the outside of the sealed envelope. A duly executed copy of the signature page of this bid document must accompany your response. The District will not be responsible for and will not except late bids due to delayed mail delivery or courier services.
- IIIV. **Local Preference:** The District complies with a local preference program adopted by the County of Riverside for those bidders located within the geographical boundaries of Riverside County. A five percent (5%) price preference may be applied to the total bid price during evaluation of the bid responses. To qualify as a local business, the business must have fixed offices within the geographical boundaries of Riverside County and must credit all sales taxes paid resulting from this RFQ/P to that Riverside County location. To qualify for local preference, BIDDER must include a copy of a Riverside Business Tax Certificate that supports the local preference status and complete Form 116-260 Local Business Qualification Affidavit

Or

- IIIV. **Disabled Veteran Business Enterprise Preference:** The District complies with a Disabled Veteran Owned Business preference policy implemented by the County of Riverside. A three (3) percent preference shall be applied to the total bid price of all quotes/bids/proposals received by the District from certified disabled veterans owned businesses. BIDDER must provide certification of Disabled Veteran Status. If the bid is submitted by a non-disabled veteran owned business, but lists subcontractors that are identified and qualified as disabled owned businesses, the total bid price will be adjusted by 3% of the value of that subcontractor's portion of the bid.

IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ/P
Please go to www.purchasing.co.riverside.ca.us to access these terms and conditions

<input checked="" type="checkbox"/>	APPENDIX "A"	<input type="checkbox"/>	PLANS/DRAWINGS	<input type="checkbox"/>	SAMPLES	<input type="checkbox"/>	MULTI PART BID SHEET
<input type="checkbox"/>	#116-110	Special Conditions/Response		<input type="checkbox"/>	#116-150	Special Conditions RFP	
<input type="checkbox"/>	#116-140	Special Conditions Personal/Professional Services RFP		<input type="checkbox"/>	#116-130	Equipment Information Sheet	
<input type="checkbox"/>	#116-260	Local Business Qualification Affidavit					

IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN

<input type="checkbox"/>	#116-200	General Conditions	<input type="checkbox"/>	#116-210	General Conditions
<input type="checkbox"/>	#116-230	General Conditions – Equipment	<input type="checkbox"/>		– Materials and/or Services
<input checked="" type="checkbox"/>	#116-240	General Conditions – Personal/Professional Services	<input type="checkbox"/>	#116-220	General Conditions – Public Works

Proposal Cover Page

BIDDER TO COMPLETE ALL APPLICABLE AREAS

If not already registered as a vendor, BIDDERS are encouraged to complete the vendor registration on the County of Riverside's Website:

WWW.PURCHASING.CO.RIVERSIDE.CA.US

The Riverside County Flood Control and Water Conservation District (District) is soliciting proposals from qualified firms to conduct Auditing Services as detailed in Appendix A.

There will be a Non-Mandatory bidders meeting to be held on:

Thursday, April 16, 2009, 2:00 PM

At:

Riverside County Flood Control and Water Conservation District
1995 Market Street
Riverside, CA 92501

BID CLOSING DATE: Friday, April 24, 2009 no later than 1:30 pm.

NO FAXED PROPOSALS WILL BE ACCEPTED

After close of this RFP, the award will be announced within 30 – 120 days.

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

Company:

Name:

Mailing Address:

Street Address:

City:

State:

Zip:

Remit to Address:

Street Address:

City:

State:

Zip:

Vendor Website:

Phone # ()

FAX # ()

Name

Title

Signature_____

Email:_____

Please Check Disabled Veteran or Local Business – if checked, the above signer certifies that the above business is located within the geographical boundaries of Riverside County and that all sales taxes generated based on this RFP will be credited to that location in Riverside County.

APPENDIX A

1.0 PURPOSE/BACKGROUND

The Riverside County Flood Control and Water Conservation District (District) is requesting proposals from qualified contractors to provide auditing services and render an opinion for FY2008-09, 2009-10, 2010-11, 2011-12, and 2012-13.

In accordance with the District Act, the District is required to have an annual audit performed on their financial statements and prepare a Comprehensive Annual Financial Report at the end of each fiscal year. The audit must be conducted in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

2.0 SCOPE OF SERVICE

Services to be rendered:

1. Audit the District's financial statements in compliance with GAAP and GASB pronouncements for the five fiscal years ending June 30, 2009, 2010, 2011, 2012 and 2013.
2. Conduct the audit in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
3. Provide an audit check list by June 1, or shortly thereafter, prior to the end of the audited fiscal year.
4. Begin audit field work on an agreed upon date prior to or at the beginning of the third week in August of each applicable year.
5. Advise on implementation of new and revised GASB pronouncements.
6. Review and comment on documents contained in all sections (introductory, financial and statistical) of the CAFR provided by District financial staff and issue a financial opinion on the District's financial statements no later than the first week in November of each applicable year.
7. Compile and format CAFR on CD for printing no later than the second week in November of each applicable year.

3.0 WORK PRODUCT

- 3.1 All work papers prepared in connection with the contractual services will remain the property of the successful bidder.
- 3.2 All reports rendered to the District are the exclusive property of the District and subject to its use and control.

4.0 TIMELINE

DATES:

- | | |
|---|---|
| 1. RELEASE OF REQUEST FOR PROPOSAL | March 24, 2009 |
| 2. DEADLINE FOR SUBMISSION OF QUESTIONS
Email: jreyhawk@rcflood.org
Fax: 951-955-4532 | April 8, 2009 @ 5:00 PM
(Accepted by Email or Fax Only) |
| 3. NON-MANDATORY BIDDERS MEETING | April 16, 2009 @ 2:00 PM |
| 4. DEADLINE FOR PROPOSALS | April 24, 2009 @ 1:30 PM |
| 5. TENTATIVE DATE FOR AWARDING CONTRACT | Approximately 30 to 120 days after
the RFP closes. The District will
contact all respondents. |

5.0 PERIOD OF PERFORMANCE

The period of Performance shall be for five (5) years, renewable in one-year increments, with the completion date of March 31, 2014, with no obligation by the District to purchase any specified amount of services.

6.0 PROPOSAL SUBMITTAL

All proposals shall be signed by an authorized agent and placed in a sealed envelope clearly marked "Bidder Proposal." The submitted proposal shall be prepared in a bound notebook. **One (1) original and three (3) additional copies, each in a 3 ring binder, shall be submitted. Faxed or emailed proposals will not be accepted.**

ALL BIDS MUST BE SENT TO:

Riverside County Flood Control
and Water Conservation District
Attention: Jeanine Rey-Hawkins
RFP# FCARC-029
1995 Market Street
Riverside, CA 92501

7.0 GENERAL REQUIREMENTS

Procedures for Submitting Proposals

All proposals must be submitted in accordance with the standards and specifications contained within this Request for Proposal (RFP) and must contain a cover page with a certification of intent to meet the requirements specified.

The cover page of a responsive bid must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.

The District reserves the right to waive, at its discretion, any irregularity, which the District deems reasonably correctable or otherwise not warranting rejection of the proposal.

The District shall not pay any costs incurred or associated in the preparation of this or any proposal or for participation in the procurement process.

Proposals must be typed uniformly on letter size (8 ½ " x 11") sheets of white paper, single sided, each section clearly titled, with tabs A-J, and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example, "See *Enclosed Manual*" will not be considered an acceptable proposal. Receipt of all addenda, if any, must be acknowledged in the proposal.

Late proposals will not be accepted. Postmarks **will not** be accepted in lieu of this requirement. Proposals submitted to any other County office will be rejected.

The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are neither necessary nor recommended. Examples of previous work may be submitted but will not necessarily influence the evaluation process. A letter format in sufficient detail to allow thorough evaluation and analysis is required.

8.0 REQUIRED FORMAT OF PROPOSALS

Proposals must contain the following sections:

- A. Letter of Introduction and Proposal Cover Page (Page 4 of this RFP)
- B. Table of Contents
- C. Company Profile
- D. Description of Services
- E. Cost Proposal
- F. Credentials/Resumes
- G. References
- H. Evidence of Insurability/Insurance/Licenses
- I. Clarification, Exceptions or Deviations
- J. Financial Information

A. Proposal Cover Page

This section must have a letter of introduction accompanied by the "Proposal Cover Page" that must be signed by an authorized representative.

B. Table of Contents

This section must contain a comprehensive table of contents of material identified by sequential page numbers and by section reference numbers.

C. Company Profile

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The following information must be provided:

- 1. Company hierarchy
 - President, Vice President, Company Officers, etc.
- 2. Company overview of services or activities performed.
- 3. History of firm – include a brief history of the firm.
- 4. Company size – staff and client base.
- 5. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

D. Description of services

All proposals must include a detailed description of the services to be rendered, including but not limited to the following:

1. A written general understanding to the requirements in the scope of services as detailed in the RFP.
2. Describe recent similar projects (experience auditing governmental agencies). These experiences must show the qualifications of the bidder's team capabilities to complete the District's project. Provide a summary of the scope of services performed for these other projects, a chart clearly indicating the role and organizational relationships of the bidder to its client, and other firms performing work for the project.
3. Provide a work plan or description of how the work will be performed.
4. Time of work – detail time frame and phases of the work.
5. Describe how the interaction between your company and the District will take place to ensure that the services are performed and to the District's satisfaction, including resolving problems that may be encountered during the project.
6. Indicate whether or not your firm will be subcontracting portion(s) of the work. If so, indicate the name of the subcontractor and the portion of the work, which will be subcontracted.
7. Describe your company's policy regarding this project to ensure proper compliance and quality assurance.

E. Cost Proposal

In this section, please complete and include the Cost Proposal Sheet attached as Exhibit A for each fiscal year ending June 30, 2009, 2010, 2011, 2012 and 2013. Bidders may also include any other documents as information to further explain the proposed costs. Proposals must fully describe all costs to charges to District as part of this project. As stated in the Cost Proposal Sheet, bidders must provide fully inclusive blended rates, which include all of the bidders, project-related or supported expenses.

Describe how costs will be controlled and properly identified to the specific tasks, while providing a high quality of services, high level of integrity and outcomes.

F. Credentials/Resumes

This section shall state the person(s) responsible for administering or providing the services. Identify the project manager and include his/her position, responsibilities, qualification/experience, and a copy of his/her certification if applicable.

Bidder shall specifically provide the following information on all employees to be providing service:

- Description of education;
- General experience;
- Experience or education related to the RFP project;
- Letters of reference, if available;
- Any other information, which will assist in evaluating qualifications.

G. References

All bidder(s) must include present and past performance information with a minimum of three (3) references that are governmental entities (must be within the last year). Each reference shall include dates of work performed, current contact person, company, address, and email and telephone number for each reference identified. Please verify that all reference information is correct. References shall be formulated so that they clearly correlate performance with the requirements of this RFP.

H. Evidence of Insurability/Insurance/Applicable Licenses

All bidder(s) shall submit evidence of all required insurance. The bidder shall certify to the possession of any and all current required licenses. Do not purchase additional insurance until this bid has been awarded.

I. Clarification, Exceptions or Deviations

All bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception or deviation must be clearly identified. If your firm has no clarification, exception or deviation, a statement to that effect shall be included in this section.

J. Financial Statement

The bidder must submit financial statements (balance sheet and income statement) for its business that are dated no more than twelve (12) months prior to the date of the proposal submission and cover a period of at least one (1) year. These statements should clearly identify the financial status and condition of the bidder's entire business entity. Please place in a separate envelope and mark "Confidential" if your firm requires this to be kept confidential. Audited financial statements are preferred but not required and an independent credit rating would be most advantageous.

9.0 COMPENSATION

The DISTRICT shall pay the CONTRACTOR for services performed and expenses incurred and compensation shall be paid in accordance with an invoice submitted to DISTRICT by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and DISTRICT shall pay the acceptable invoice within thirty (30) working days from the date of receipt of the invoice. It is mutually agreed and understood that the obligation of the DISTRICT is limited by and contingent upon the availability of DISTRICT funds for the reimbursement of CONTRACTOR'S fees. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONTRACTOR in writing. This Agreement shall be deemed terminated and have no further force and effect immediately on receipt of DISTRICT notification by CONTRACTOR.

10.0 PRICE INCREASE/DECREASE

No price increases will be permitted during the first year of the agreement. All price decreases will automatically be extended to the DISTRICT. The DISTRICT requires bona fide proof of cost increases on contracts prior to any price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The DISTRICT may enforce, adjust, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the contract. Adjustments increasing the CONTRACTOR's profit will not be allowed. Annual increases shall not exceed the Consumer Price Index – All Consumers, All Items – Los Angeles-Riverside-Orange County Area, and be subjected to satisfactory performance review by the DISTRICT and approved for budget funding by its Board of Supervisors.

11.0 EVALUATION CRITERIA

Proposals will be evaluated based on relevant factors, including but not limited to the following:

1. Overall responsiveness and general understanding of the RFP requirements.
2. The quality of the work plan or description of how the work will be performed.
3. CONTRACTOR's experience in performing the work.

4. Overall cost to the District.
5. References with demonstrated success with similar work to the Scope of Service.

The District reserves the right to withdraw the Request for Proposal (RFP), to reject a specific proposal for noncompliance within the RFP provisions, or not award a contract at any time because of unforeseen circumstances or if it is determined to be in the best interest of the District.

12.0 EVALUATION PROCESS

All proposals will be given thorough review. All contacts during the review selection phase will be only through the District's Purchasing Section. Attempts by the CONTRACTOR to contact any other DISTRICT representative may result in disqualification of the CONTRACTOR. All evaluation material will be considered confidential and not released by the District. The District reserves the right to split or make the award that is most advantageous to the District.

13.0 INTERPRETATION OF RFP

The CONTRACTOR must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any CONTRACTOR planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the District. Any changes to the RFP will be made only by written addendum. The District is not responsible for any other explanations or interpretations.

14.0 CONTRACTUAL DEVELOPMENT

If a proposal is accepted, the District will enter into a contractual agreement with the selected CONTRACTOR.

15.0 CANCELLATION OF PROCUREMENT PROCESS

The District may cancel the procurement process at any time. All proposals become the property of the District. All information submitted in the proposal becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the proposal, it must be clearly identified by the CONTRACTOR; otherwise the CONTRACTOR agrees that any and all documents provided may be released to the public after contract award.

EXHIBIT A

COST PROPOSAL SHEET

Estimate for June 30, 2009 Year-End Audit

List Level of Position/Title:	Hours Quoted	Rate/Hour	Amount
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Totals		\$	\$

CERTIFICATIONS

I, _____, a duly authorized agent of _____,
 Printed Name of Agent/Officer Name of Organization/Consortium

hereby certify that _____ by submission of this proposal in
 Name of Organization/Consortium

response to the Professional Services RFP agrees, upon contract award, to carry out the requirements specified and obligations set forth therein.

Signature _____ Date _____

Title of Agent/Officer _____

EXHIBIT A

COST PROPOSAL SHEET

Estimate for June 30, 2010 Year-End Audit

List Level of Position/Title:	Hours Quoted	Rate/Hour	Amount
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Totals		\$	\$

CERTIFICATIONS

I, _____, a duly authorized agent of _____,
 Printed Name of Agent/Officer Name of Organization/Consortium

hereby certify that _____ by submission of this proposal in
 Name of Organization/Consortium

response to the Professional Services RFP agrees, upon contract award, to carry out the requirements specified and obligations set forth therein.

Signature _____ Date _____

Title of Agent/Officer _____

EXHIBIT A

COST PROPOSAL SHEET

Estimate for June 30, 2011 Year-End Audit

List Level of Position/Title:	Hours Quoted	Rate/Hour	Amount
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Totals		\$	\$

CERTIFICATIONS

I, _____, a duly authorized agent of _____,
Printed Name of Agent/Officer Name of Organization/Consortium

hereby certify that _____ by submission of this proposal in
Name of Organization/Consortium

response to the Professional Services RFP agrees, upon contract award, to carry out the requirements specified and obligations set forth therein.

Signature _____ Date _____

Title of Agent/Officer _____

EXHIBIT A

COST PROPOSAL SHEET

Estimate for June 30, 2012 Year-End Audit

List Level of Position/Title:	Hours Quoted	Rate/Hour	Amount
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Totals		\$	\$

CERTIFICATIONS

I, _____, a duly authorized agent of _____,
Printed Name of Agent/Officer Name of Organization/Consortium

hereby certify that _____ by submission of this proposal in
Name of Organization/Consortium

response to the Professional Services RFP agrees, upon contract award, to carry out the requirements specified and obligations set forth therein.

Signature _____ Date _____

Title of Agent/Officer _____

EXHIBIT A

COST PROPOSAL SHEET

Estimate for June 30, 2013 Year-End Audit

List Level of Position/Title:	Hours Quoted	Rate/Hour	Amount
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Totals		\$	\$

CERTIFICATIONS

I, _____, a duly authorized agent of _____,
Printed Name of Agent/Officer Name of Organization/Consortium

hereby certify that _____ by submission of this proposal in
Name of Organization/Consortium

response to the Professional Services RFP agrees, upon contract award, to carry out the requirements specified and obligations set forth therein.

Signature _____ Date _____

Title of Agent/Officer _____

EXHIBIT B

CONFIDENTIALITY CLAUSE

CONTRACTOR/CONSULTANT shall maintain the confidentiality of any and all records and information accessed or processed in accordance with the terms and intent of this Agreement, including protection of names and other identifying information from unauthorized disclosure. CONTRACTOR/CONSULTANT shall not disclose, except as specifically permitted by this Agreement, or as authorized by the person(s), any oral or written communication, information, or effort of cooperation between DISTRICT and CONTRACTOR/CONSULTANT, or between DISTRICT, CONTRACTOR/CONSULTANT and any other party. DISTRICT requires CONTRACTOR/CONSULTANT'S officers, employees, and agents providing services hereunder to execute an Employment Acknowledgement and Confidentiality Agreement prior to commencing work under this Agreement.

CONTRACTOR/CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

PROJECT NAME _____

CONTRACTOR NAME _____

CONTRACT NUMBER _____

Oath of Confidentiality

- a) Neither party shall disclose Confidential Information (as hereinafter defined) of the other party. The receiving party shall use the same degree of care as it uses to protect its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the confidential information of the disclosing party. The foregoing obligations shall not apply to any information that (1) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party, (2) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving party, (3) was known to the receiving at the time of disclosure, (4) is generated independently by the receiving party, or (5) is required to be disclosed by law, subpoena or other process.

- b) For the purpose of the above paragraph, Confidential Information shall mean any information identified by either party as Confidential and/or Proprietary, or which, under all of the circumstances, ought reasonably to be treated as Confidential and/or Proprietary, including this Agreement.

Printed: _____
Contractor/Employee Name

Signed: _____
Contractor/Employee Name

Date: _____