



Request for Proposal

Audit Services for the San Bernardino Regional Emergency Training Center (SBRETC)

**SBRETC, JPA
2235 E. Perimeter Rd.
San Bernardino, CA 92408-0216**

January 2010

I. INTRODUCTION

A. Purpose:

This Request for Proposal (RFP) is to solicit proposals from qualified firms (VENDORS) to perform the annual financial audits and to issue financial statements and other reports listed in Section V (Scope of Work) for the San Bernardino Regional Emergency Training Center (SBRETC), hereinafter referred to as the "Agency", for the fiscal years ending June 30, 2006 including audit of the grant; June 30, 2007; June 30, 2008; June 30, 2009; June 30, 2010; June 30, 2011; and June 30, 2012.

The audited financial statements must be prepared in accordance with all applicable standards of the Governmental Accounting Standards Board (GASB), except that the management's discussion and analysis will not be required.

B. Period of Agreement:

The completion date for fiscal years ending June 30, 2010, June 30, 2011 and June 30, 2012 will be sixty (60) days subsequent to the end of each fiscal year.

C. Minimum Vendor Requirements

All Vendors must:

1. Have at least three (3) years experience in providing these type services for other governmental entities. The lead on-site person shall have prior experience in auditing a Joint Powers Authority.
2. Provide at least three (3) references for which these type services have been performed within the past five (5) years.
3. Meet other presentation and participation requirements listed in this RFP.
4. Have the administrative and fiscal capability to provide and manage the proposed services.

D. Questions

Questions regarding the services being requested or the contents of this RFP must be submitted in writing on or before **4:00 p.m. (Local Time) on January 28, 2010** and directed to the individual listed in Part I, Section E. Any addendum and questions and answers will be posted to the Agency's website at <http://www.sbretc.org>.

E. Correspondence

All correspondence, including proposals, are to be submitted to:

SBRETC, JPA
Attn: June Yamamoto
2235 East Perimeter Road
San Bernardino, CA 92408-0216

Phone: 909-389-3216
Fax: 909-389-3462
Email: june@sbretc.org

Fax number and e-mail address may be used to submit questions only. **Proposals will not be accepted by email or facsimile.**

F. Admonition to Vendors

Once this RFP has been issued, VENDORS are specifically directed not to contact Agency personnel for meetings, conferences or technical discussions related to this RFP. Failure to adhere

to this policy may result in disqualification of the VENDOR. All questions regarding this RFP can be presented in writing as indicated in Section I, paragraph E.

G. Proposal Submission Deadline.

All proposals must be received at the address listed above, **no later than 4:00pm on Tuesday, February 2, 2010**. Facsimile or electronically transmitted proposals will not be accepted in lieu of actual receipt. Proposals received after the deadline will be marked "LATE" and will receive no further consideration.

II. PROPOSAL TIMELINE

| | |
|--|--|
| Release of RFP | January 20, 2010 |
| Deadline for Submission of Questions | 4:00 p.m. (local time) on January 28, 2010 |
| Questions and Answers Posted to Agency website http://www.sbretc.org | EOB January 29, 2010 |
| Deadline for Proposals | 4:00 p.m. (Local Time) February 2, 2010 |
| Tentative Date of Notification of Award | February 11, 2010 |

III. PROPOSAL CONDITIONS.

A. Contingencies

This Request for Proposal (RFP) does not commit the Agency to award an agreement. The Agency reserves the right to accept or reject any or all proposals if it is determined to be in the best interest of the Agency to do so.

B. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening and up to the end of the agreement period.

The Agency realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the Agency.

C. Modifications

The Agency reserves the right to issue addenda or amendments to this RFP.

D. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the Vendor's responsibility to ensure that its proposal arrives on or before the specified time.

E. Incurred Costs

This RFP does not commit the Agency to pay any costs incurred in the preparation of a proposal in response to this request and Vendors agree that all costs incurred in developing this proposal are the Vendor's responsibility.

F. Negotiations

The Agency may require the potential Vendor selected to participate in negotiations, and to submit revisions of their proposals as may result from negotiations.

G. Final Authority

The final authority to award an agreement as a result of this RFP rests solely with the Agency's Administrative Committee.

H. Disclosure of Criminal and Civil Proceedings

The Agency reserves the right to request the information described herein from the Vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Vendor. The Agency also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm or any of its partners, principals, members, associates or key employees, has within the last ten years, has been indicted or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail. For purposes of this provision "key employees" includes any individuals providing direct service to the Agency. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

Please do not include any additional information that is not required by this Request for Proposal.

IV. GENERAL REQUIREMENTS

Background

The San Bernardino County Auditor/Controller maintains the official accounting records (FAS) for the Agency. Financial information for June 30, 2009 is summarized in Attachment C.

V. SCOPE OF WORK

The Agency's objective is to solicit proposals from VENDORS who can issue audited financial statements for SBRETC for the fiscal years ending June 30, 2006; June 30, 2007; June 30, 2008; June 30, 2009; June 30, 2010; June 30, 2011; and June 30, 2012 in accordance with generally accepted auditing standards and with all applicable standards of the Governmental Accounting Standards Board (GASB). The audits will be for the purpose of determining whether or not such financial statements fairly present the financial positions and results of operations of the districts in accordance with generally accepted governmental accounting principles. The audit reports must be prepared in accordance with generally accepted accounting principles, except that the management's discussion and analysis will not be prepared. The audit reports must be completed and submitted to the Agency within sixty (60) days subsequent to the end of each fiscal year.

Ten (10) copies of each final report and one (1) single sided reproducible original shall be delivered to the Agency.

VI. GENERAL AGREEMENT TERMS

A. GENERAL

1. Representation of the Agency - In the performance of the Agreement, VENDOR, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the Agency.
2. Vendor's Primary Contact - The VENDOR will designate an individual to serve as the primary point of contact for the Agreement. VENDOR or designee must respond to Agency inquiries within two (2) business days. VENDOR shall not change the primary contact without written notification and acceptance of the Agency.
3. Change of Address - VENDOR shall notify the Agency in writing of any change in mailing address within ten (10) business days of the change.
4. Subcontracting - VENDOR agrees not to enter into any subcontracting agreements for work contemplated under the Agreement without first obtaining written approval from the Agency. Any subcontracting shall be subject to the same terms and conditions as VENDOR. VENDOR shall be fully responsible for the performance and payments of any subcontracting.
5. Agreement Assignability - Without the prior written consent of the Agency, the agreement is not assignable by VENDOR either in whole or in part.
6. Agreement Amendments - VENDOR agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the required persons.
7. Termination for Convenience - The Agency, for its convenience, may terminate in whole or in part upon thirty (30) calendar day's written notice this Agreement. If such termination is effected, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall provide for payment to the VENDOR for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice VENDOR shall promptly discontinue services unless the notice directs otherwise. Vendor shall deliver promptly to the Agency and transfer title (if necessary) of all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.
8. Attorney Fees and Costs - If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Part B-1 INDEMNIFICATION.
9. Venue - The venue of any action or claim brought by any party to this Agreement will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.

10. Licenses and Permits - VENDOR shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, county, and municipal laws, ordinances, rules and regulations. The VENDOR shall maintain these licenses and permits in effect for the duration of this Agreement. VENDOR will notify the Agency immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.
11. Americans with Disabilities Act - VENDOR shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).
12. Nondiscrimination - Vendor will not discriminate against any employer or applicant for employment because of race, color, religion, sex, or national origin. Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin, employment upgrading, demotion, or transfer, recruitment, advertising, layoff or termination; rates of pay including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
13. Notification Regarding Performance - In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the VENDOR shall notify the Agency within one (1) working day, in writing and by telephone.
14. Conflict of Interest - Vendor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, subcontractors and Agency. Vendor shall make all reasonable efforts to ensure that no Agency officer or employee, whose position in the Agency enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Vendor or officer or employee of the Vendor.
15. Improper Consideration - Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the Agency in an attempt to secure favorable treatment regarding this Agreement.
The Agency, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the Agency with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.
Vendor shall immediately report any attempt by an Agency officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee. In the event of a termination under this provision, the Agency is entitled to pursue any available legal remedies.
16. Inaccuracies or Misrepresentations - If in the course of the RFP process or in the administration of a resulting Agreement, the Agency determines that VENDOR has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the Agency, the VENDOR may be terminated from the RFP process, or, in the event an Agreement has been awarded, the Agreement may be immediately terminated. In the event of a termination under this provision, the Agency is entitled to pursue any available legal remedies.
17. Invoices - Vendor shall provide Agency invoices for services performed under this agreement as follows:
 - Invoices for services rendered will be submitted directly to the Agency.

- Submittal no more than thirty (30) days from the date of service.
 - Identify the requester.
 - Identify the “from-through” date(s) of service invoiced.
18. Ownership of Documents - All documents, data, products, graphics, computer programs and reports prepared by Vendor pursuant to this Agreement shall be considered property of the Agency upon payment for services. All such items shall be delivered to the Agency at the completion of work under this Agreement, subject to the requirements of Section VI, A-7 (Termination for Convenience). Unless otherwise directed by the Agency, Vendor may retain copies of such items.
19. Release of Information - No news releases, advertisements, public announcements or photographs arising out of this Agreement or Vendor’s relationship with the Agency may be made or used without prior written approval of the Agency.
20. Legality and Severability - The parties’ actions under the Agreement shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Agreement is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.
21. Taxes - Contractor shall assume full responsibility for all Federal, State and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to Vender and Vender’s employees and agents engaged in the performance of this contract.

B. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Indemnification - The Vendor agrees to indemnify, defend and hold harmless the Agency and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Vendor’s acts, errors or omissions and for any costs or expenses incurred by the Agency on account of any claim therefore, except where such indemnification is prohibited by law.
2. Insurance Coverage - Without in any way affecting the indemnity herein provided and in addition thereto, the VENDOR shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:
- a) Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the VENDOR and all risks to such persons under this Agreement. If Contractor has no employees, it may certify or warrant to the Agency that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the Agency. With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance. If the Agency determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.
 - b) Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
 - c) Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to

bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- d) Professional Services Requirements – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence – or – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence.
3. Additional Named Insured - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the Agency and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
4. Waiver of Subrogation Rights - The VENDOR shall require the carriers of required coverage to waive all rights of subrogation against the Agency, its officers, employees, agents, volunteers, Vendors, and subcontractors.
5. Policies Primary and Non-Contributory - All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by CONFIRE or the County of San Bernardino.
6. Proof of Coverage - The VENDOR shall immediately furnish Certificates of Insurance to the Agency evidencing the insurance coverage, including endorsements as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Agency. VENDOR shall maintain such insurance from the time VENDOR commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, the VENDOR shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier - Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California.
8. Failure to Procure Coverage - In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the Agency has the right to cancel the contract.
9. Insurance Review - The above insurance requirements are subject to periodic review by the Agency. The Agency is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Agency determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Agency. In addition, if the Agency determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Agency is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Agency, inflation, or any other item reasonably related to the Agency's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. VENDOR agrees to execute any such amendment within thirty (30) days of receipt.

C. RIGHT TO MONITOR AND AUDIT

1. Right to Monitor - The Agency shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of VENDOR in the delivery of services provided under this Agreement. VENDOR shall give full cooperation in any auditing or monitoring conducted. VENDOR shall cooperate with the Agency in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by the Agency.
2. Availability of Records - All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by Agency representatives for a period of three years after final payment under the Agreement or until all pending Agency State and Federal audits are completed, whichever is later.

VII. PROPOSAL SUBMISSION

A. GENERAL

1. All interested and qualified Vendors are invited to submit a proposal for consideration. Submission of a proposal indicates that the vendor has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. All proposals and materials submitted become property of the Agency. All proposals received are subject to the "California Public Records Act."

B. PROPOSAL PRESENTATION INSTRUCTIONS

1. All proposals must be submitted on 8 ½ x 11 papers, neatly typed, double-sided, with normal (1-inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.
2. One (1) original and one (1) unbound copy, total of two (2), of the complete proposal must be received by the deadline for receipt of proposal specified in Section II, (Proposal Timeline). The original and copy must be in a sealed envelope or container stating on the outside: Vendor Name, Address, Telephone Number, RFP Title, and Proposal due date.
3. Proposals must be verified before submission as they cannot be withdrawn, or corrected after being opened. The Agency will not be responsible for errors, or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. California State Sales Tax should not be included in Vendor's quotation.
4. Hand carried proposals may be delivered to the address listed in Section I, E, only between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding holidays observed by the Agency.

Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

The Agency reserves the right to reject any and all proposals or portions of proposal or alternates received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests.

The Agency realizes that factors other than price are important. As a result, price may not be the sole factor upon which the Agency's decision to award is based. Award may be based on unit prices or cumulative totals or upon other considerations. The Agency will make the award based upon the proposal which best meets its need. The Agency may reject any or all proposals, any portion of a proposal, and may waive any informality or immaterial irregularities in a proposal.

VIII. PROPOSAL FORMAT

A. RESPONSE TO THIS RFP - Must be in the form of a proposal package and submitted in the following format:

1. Cover Page – Attachment B is to be used as the cover page for the proposal. This form must be fully completed and signed by an authorized officer of the VENDOR.
2. Table of Contents – All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.
3. References - Provide three (3) references from other agencies that you have provided these services for. Provide Contact Name, Address, Phone Number, and dates services were provided. This information must be included on Attachment A.
4. Proposed Costs – The schedule should clearly show the following:
 - Hourly rates and total hours by staff classifications.
 - Travel and out of pocket expenses.
 - The resulting all inclusive maximum fees for each of the items listed in Section V by fiscal year.

B. STATEMENT OF CERTIFICATION – Include the following in this section of the proposal:

1. A concise statement of the product(s)/services proposed and the overall cost. Include your pricing structure.
2. A statement that the offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.
3. A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Vendor or competitor for the purpose of restricting competition.
4. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle SBRETC to pursue any remedy by law.
5. A statement that the Vendor agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.

6. A statement that the Vendor agrees to provide the Agency with any other information the Agency determines is necessary for an accurate determination of the Vendor's ability to perform the services as proposed; and
7. A statement that the prospective Vendor, if selected, will comply with all applicable rules, laws and regulations.

C. STATEMENT OF QUALIFICATIONS (RESUME) – Include the following in this section of the proposal:

1. Number of years the prospective Vendor has been in business under the present business name, as well as related prior business names.
2. A list of references with which vendor has provided similar services during the last three - (3) years. Please include the name, address, and telephone number, and the type of services provided. Please include a contact person who the Agency can contact in order to verify the quality of services your organization/firm has provided.
3. The resume of each person to serve on the engagement team. No changes may be made to the engagement team without the prior approval of the Agency.

D. INSURANCE

1. Submit evidence of ability to insure as stated in Section VI, B, Indemnification and Insurance Requirements.

IX. PROPOSAL EVALUATION AND SELECTION

All proposals will be subject to a standard review process developed by the Agency. The evaluation will be based on the written proposal as submitted, but may include an oral interview with the vendor.

A. EVALUATION CRITERIA

1. Initial Review
 - (a) The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
 - (b) Prospective Vendors must meet the requirements as stated in the Minimum Vendor Requirements as outlined in Section I, C.

Failure to meet any of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the Agency to be immaterial or inconsequential. In such cases, the vendor will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the Agency may elect to waive the deficiency and accept the proposal.

2. Final Review

Proposals meeting the above requirements will be evaluated on the basis of the following criteria (not necessarily in order of priority):

- (a) Proposed cost of service.
- (b) Vendor's qualifications and experience in performing the services requested in this RFP.
- (c) Vendor's proposed plan to achieve the Scope of Work, as outlined in Section V.
- (d) Selection will be based on determination of which proposal best meets the needs of CONFIRE and the requirements of this RFP.

B. EVALUATION COMMITTEE

The evaluation team will consist of representatives from the Agency.

C. DISPUTES RELATING TO PROPOSAL PROCESS AND AWARD

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Agency, within ten days of notification of selection/non-selection.

Grounds for an appeal are that the Agency failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Appeals will not be accepted on any other grounds. The Agency will consider only those specific issues addressed in the written appeal.

The Agency shall consider the request and respond in writing within ten (10) days any matter appealed during a scheduled hearing, within thirty (30) days of receipt. The decision of the Agency shall be final with respect to matters of fact.

All disputes and/or appeals must be submitted to:

SBRETC, JPA
Attn: June Yamamoto
2235 East Perimeter Road
San Bernardino, CA 92408-0216

D. FINAL AUTHORITY

The final authority to award an Agreement rests solely with the Administrative Committee of the Agency.

Attachment A– References

| Name of Agency | Contact Name | Phone Number | Dates services provided (from/to) |
|-----------------------|---------------------|---------------------|--|
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| | | | |

PROPOSAL FOR SBRETC AUDITING SERVICES

VENDOR'S NAME (*name of firm, entity or organization*):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF VENDOR'S CONTACT PERSON:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

VENDOR'S ORGANIZATIONAL STRUCTURE

Corporation Partnership Proprietorship Joint Venture

Other (explain): _____

If Corporation, Date Incorporate: _____ State Incorporated: _____

States Registered in as foreign corporation:

VENDORS SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:

VENDOR'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: _____

DATE: _____

PRINT NAME: _____

TITLE: _____

ATTACHMENT C – BACKGROUND

The following is a summary of financial statements:

Ending June 30, 2006

| | |
|----------------|--------|
| Total revenues | 41,965 |
|----------------|--------|

Ending June 30, 2007

| | |
|--------------------|---------|
| Total expenditures | 118,851 |
|--------------------|---------|

| | |
|----------------|---------|
| Total revenues | 183,374 |
|----------------|---------|

Ending June 30, 2008

| | |
|--------------------|---------|
| Total expenditures | 222,139 |
|--------------------|---------|

| | |
|----------------|---------|
| Total revenues | 341,068 |
|----------------|---------|

Ending June 30, 2009

| | |
|--------------------|---------|
| Total expenditures | 287,944 |
|--------------------|---------|

| | |
|----------------|---------|
| Total revenues | 581,640 |
|----------------|---------|