



2501 S. PULLMAN ST.

SUITE 100

SANTA ANA, CA 92705

REQUEST FOR PROPOSALS
INDEPENDENT AUDIT SERVICES

April 18, 2022

RFP SUBMITTALS DUE ON OR BEFORE 5:00 PM PST on **May 23, 2022**

ORANGE COUNTY HEAD START, INC.
REQUEST FOR PROPOSAL
Independent Audit Services

Dear Vendors:

Orange County Head Start, Inc. (OCHS) is seeking interest from prospective independent accounting firms to conduct the annual audit of its financial statements to be performed in accordance with Government Auditing Standards. Representative firms shall have knowledge and practice in accordance with U.S. generally accepted accounting principles (GAAP), the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and, OMB Uniform Guidance, Audits of States, Local Governments and Non-profit Organizations. The service commencement date will take effect on July 1, 2022, relating to the audit for the year ending June 30, 2022.

Proposal Instructions are contained in the Request for Proposal (RFP) document. Please provide the requested information in the prescribed written format. Failure to comply with the format may result in disqualification.

Proposals are due no later than Monday, May 23, 2022 before 5:00 PM PST.

Small business owners, veterans, women and minority-owned businesses are encouraged to submit responses to this Request for Proposal.

Thank you for your participation. We look forward to reviewing your proposal.

REQUEST FOR PROPOSALS (RFP)
OCHS INDEPENDENT AUDIT SERVICES
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1. Introduction

OCHS is a private non-profit agency licensed in the State of California and is designated by the Internal Revenue Service (IRS) as a 501(c)(3) tax-exempt organization. OCHS provides a variety of mandated and discretionary services to children of low-income families as designated by the Federal government.

OCHS is a grantee for the federal Head Start and Early Head Start programs, funded by the Department of Health and Human Services (HHS), Administration for Children and Families (ACF), Office of Head Start pursuant to the authority to operate the Head Start and Early Head Start programs for the benefit of identified Head Start, Early Head Start children and their families, as specified by the *Improving Head Start for School Readiness Act of 2007*

2. Purpose and Project Background of RFP

Purpose and Project Background

The purpose of this Request for Proposal (RFP) is to solicit offers from qualified certified public accounting firms to perform Independent Audit Services for Orange County Head Start, Inc. (OCHS). OCHS is funded by the federal Department of Health & Human Services (HHS) to operate both a Head Start and Early Head Start program. Due to its funding source requirements, OCHS is required to be audited annually pursuant to the federal Single Audit Act (for Head Start and Early Head Start programs), as amended. This RFP, including any associated legal notices regarding it, supersedes all other oral and written communications regarding the work to be done and the process for selecting an auditor.

The contract(s) to be awarded would be for an initial one (1) year term beginning on July 1, 2022 and covering the audit of financial records for the fiscal year ending June 30, 2022. Any contract that may be issued also includes provisions for OCHS, at its sole discretion, to renew the contract for up to four (4) additional consecutive one (1) year terms, encompassing fiscal years ending June 30, 2023, 2024, 2025 and 2026.

Your firm is invited to submit a written proposal outlining your qualifications and willingness to provide the services described above. A more detailed explanation of the minimum qualifications required of the Auditor and the Scope of Work to be addressed in the proposal is presented in Exhibit A of this RFP, attached hereto and made a part hereof.

3. GENERAL CONDITIONS

During the selection process, OCHS will review the submitted proposals. OCHS will use a combination of steps to evaluate vendor proposals; this may include interviews and references. The following is the current selection process timeline.

INDEPENDENT AUDIT SERVICE TIMELINE	DATE(S)
Release Request for Proposal (RFP)	Monday, April 18 th , 2022
Final Date for Vendors to Submit Questions	Monday, May 2 nd , 2022
Answers to Vendors Questions Published	Monday, May 9 th , 2022
Request for Proposal Due	Monday, May 23 rd , 2022
Vendor Selection Notice	Friday, June 17 th , 2022

PROPOSAL FORMAT AND CONTENT

This section outlines the information that must be included in the Proposal. Vendors should review this list to ensure that their proposals include all requested information prior to submission

All questions should be directed to Gabriela Salas, Purchasing & Contracts Manager at gabriela.salas@ochsinc.org no later than 5:00 PM PST, Monday, May 2, 2022. Questions received after this deadline will not be accepted.

3.1 PROPOSAL SUBMITTAL

The Potential Contractor shall submit one (1) hard copy of the proposal as well as one (1) electronic PDF copy on a Flash drive (will not be returned) please include Exhibit B in Excel (editable format). The Proposal must be received by **5:00 PM PST and Monday, May 23, 2022**. Submissions received after this deadline will not be accepted. Proposals should be submitted in a sealed envelope, labeled "**2021-2022 INDEPENDENT AUDIT SERVICE,**" and addressed to:

**Orange County Head Start, Inc.
Purchasing & Contracts Manager
Attention: Gabriela Salas
2501 S. Pullman St.
Santa Ana, CA 92705**

Request for extension of the submission date will not be granted unless deemed in the best interest of OCHS. Vendors submitting proposals should allow for normal mail or delivery time to ensure timely receipt of their proposal.

All proposals shall be firm offers subject to acceptance by OCHS and may not be withdrawn for a period of 120 calendar days following the last day to submit proposals. Contractor shall furnish complete specifications and rates for all services requested. Proposals may not be amended once submitted to OCHS, except as permitted by OCHS.

3.2 QUESTIONS FROM POTENTIAL CONTRACTORS

Written questions are to be submitted to the Contracts & Procurement Manager via e-mail to gabriela.salas@ochsinc.org no later than Monday, May 2, 2022.

OCHS shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.

Responses to questions will be communicated in writing as an addendum to this RFP by Monday, May 9, 2022. See RFP ADDENDA/CLARIFICATIONS (3.4)

3.3 DEFINITIONS

The term "OCHS," as used in these clauses shall be construed to include the Orange County Head Start, Inc. Board of Directors and all employees, officers, and agents of OCHS.

The term "Potential Contractor" or "Vendor" as used in these clauses shall be construed to include all employees, officers, and agents of Potential Contractor or Vendor. Potential Contractor or Vendor is referred to as though singular in number.

3.4 RFP ADDENDA/CLARIFICATIONS

Should bidder find any discrepancy in, or omission from, any of the documents or be in doubt as to their meaning, the bidder will submit the discrepancy as a question before the due date for questions; OCHS will issue necessary clarification to all prospective bidder by means of addenda.

3.5 PRE-CONTRACTUAL EXPENSES

OCHS will not be liable for any pre-contract cost incurred by interested vendors participating in the RFP.

3.6 MODIFICATIONS

Changes in, or additions to, the cost & service proposal form or proposal, or any other modification of the cost & service proposal form which is not specifically called for in these RFP documents may result in OCHS' rejection of the proposal as not being responsive to this RFP. No oral, telephonic, telegraphic, or facsimile proposals or modifications will be considered.

3.7 ERASURES

The proposal submitted shall not contain erasures, interlineations, or other corrections unless each correction is authenticated by initialing in the margin, immediately opposite the correction, the name of the person signing the proposal.

3.8 SIGNATURE

All proposals, including addendum(s) thereto, must be signed in the name of the Potential Contractor and must bear the signature in longhand of the person or persons duly authorized to sign the proposal. Unsigned responses will be considered non-responsive, thus resulting in rejection of the proposal.

3.9 SOLE REFERENCE

This RFP and all subsequent modifications thereto are hereby designated as the sole reference and authority for the preparation of proposals. The release of this RFP supersedes all other documents related to the work to be done. The contents of this RFP and subsequent modifications thereto take precedence over any and all information related to the OCHS' RFP for Independent Audit Services obtained from any source, either by written or verbal communications.

3.10 WITHDRAWAL OF PROPOSAL

Any Potential Contractor may withdraw their proposal either personally or by written request to the Contracts & Procurement Department at any time prior to the scheduled closing time for receipt of proposals.

3.11 EVALUATION PROCESS

OCHS' Evaluation Panel will review and score each proposal. The contract will be awarded to the most qualified provider, at OCHS' discretion. OCHS reserves the right to reject any and all responses to this RFP.

3.12 EVIDENCE OF RESPONSIBILITY

Potential Contractor's proposal will be used to evaluate Potential Contractor's capability to provide OCHS with Independent Audit Services as required pursuant to this RFP. Upon the request of OCHS, a Potential Contractor, whose proposal is under consideration for award of a contract, may be required to submit additional information to support information previously provided.

3.13 NO COMMITMENT TO AWARD

Issuance of this RFP and receipt of proposals does not commit OCHS to award a contract. OCHS expressly reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Potential Contractor concurrently, or to cancel all or part of this RFP.

3.14 JOINT OFFERS

Where two or more Potential Contractors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. OCHS intends to contract with a single company and not with multiple companies doing business as a joint venture. OCHS must have full disclosure of all joint offers.

3.15 PROPOSED CONTRACT

The Potential Contractor selected for contract award through this RFP shall be required to enter into a written Contract and Letter of Engagement with OCHS. The Sample Contract presented in Exhibit C of this RFP is the Contract proposed for execution. It may be modified to incorporate other pertinent terms and conditions set forth in this RFP, including those added by addendum, and to reflect the Potential Contractor's offer or the outcome of contract negotiations, if any, conducted with the Potential Contractor. Exceptions to the terms and conditions of the Sample Contract, or the Potential Contractor's inability to comply with any of the provisions of the Sample Contract, must be declared in the proposal.

3.16 EXCEPTIONS/DEVIATIONS

Any exceptions to or deviations from the requirements set forth in this RFP, including the terms and conditions contained in the Sample Contract, must be declared in the proposal submitted by the Potential Contractor. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations," as instructed below.

3.17 PROTESTS

Any protest against the award of a contract pursuant to this RFP must be received within five (5) calendar days after the opening of the RFP. OCHS shall not be obligated to consider protests received after the above-specified deadline. All protests must be in writing and submitted to the Contracts & Procurement Manager.

3.18 TERMINATION

OCHS at its sole discretion may terminate contract and incur no penalty or early termination fees within the first thirty days of commencement of services by providing ten days prior written notification to OCHS' assigned account manager. Termination may be as a result of OCHS determination that the Contractor's performance is unsatisfactory, or that the Contractor has violated any of the terms or provisions of this contract, or in the event that a continuing pattern of violations are committed, regardless if corrected in the proper manner.

OCHS reserves the right to request correction of any breach of term or condition by the Contractor prior to exercising OCHS' right to terminate this contract. However, any request for correction shall not act to waive OCHS' right to terminate this contract if OCHS' terms of corrections are not performed to the satisfaction of OCHS.

3.19 PRESENTATION/FORMAT

Proposals should be typed and should not include any unnecessarily elaborate or promotional material.

3.20 PROPOSAL CONTENT

3.20.1 Cover Letter:

Proposal must be accompanied by cover letter, signed by an individual authorized to bind the proposing entity. The cover letter should include an introduction of the firm and summary statement of professional qualifications. The name, title, address and telephone number of the contact person during the period of proposal evaluation.

3.20.2 Table of Contents

Immediately following the cover letter, there should be a complete table of contents for material included in the proposal, including page numbers.

3.20.3 Qualifications, Related Experience and References

3.20.3.1 Overview: The proposer shall furnish a personnel staffing plan with sufficient information for judging the quality and competence of the personnel dedicated to the project.

Identify the principal supervisory and management staff, including managers, supervisors and specialist who would be assigned to this contract. Provide resume indicating whether each person is registered or licensed to practice as a certified public accountant in California.

3.20.3.2 Furnish background information about your company, including date of founding, legal form (sole proprietorship, partnership, corporation/state of incorporation), number and location of offices, principal lines of business, number of employees, days/hours of operation and other pertinent data. Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect the Potential Contractor's ability to perform contractually.

Certify that the company is not debarred, suspended or otherwise declared ineligible to contract by any federal, state or local public agency.

3.20.3.3 Certify that your company is properly licensed to do business in the State of California and you comply with all applicable state and local laws.

- 3.20.3.4 Describe the range of activities performed by the location from which the work will be done (e.g., distribution center for supplies, customer service support for ordering/invoicing/returns, technical assistance, perform in-depth account reviews, assembly of equipment/furniture/supplies as required, negotiations for volume discounts with manufacturers, trainings for OCHS Staff or Contractor's Employees.)
- 3.20.3.5 Discuss your company's experience in providing auditing experience with similar programs, corporations, local, state or federal governments, etc.
- 3.20.3.6 Provide a list of business clients--especially private nonprofit organizations, and federal and state categorical aid programs--to which your company has recently provided similar services. Include company names, beginning/ ending dates of contracts, and names, titles and telephone numbers of individuals that OCHS can contact as references for your company.
- 3.20.3.7 Furnish as an appendix financial information (such as last year-end Income Statement and Balance Sheet) that accurately describes the financial stability of your company. (If financial statements are provided, their disclosure will be confined to those individuals involved in the evaluation of the proposals and award of ensuing contracts.)
- 3.2.3.8 Beyond your ability to provide Independent Audit Services, what additional value-added service(s) and or products can you provide for a fee or thru Non-Federal Match? Please include fee schedule. Please find OCHS' Requirement to Generate Community Support in Exhibit D. Very Important!
- 3.20.3.9 federally funded programs are required to give advantages to small business owners, veterans, women, and minority-owned businesses. Please identify if you meet this criteria and provide appropriate certifications.
- 3.20.3.10 Complete and furnish enclosed W-9 Request for Taxpayer Identification & Certification.
- 3.20.3.11 Furnish General Liability Insurance as required in OCHS' Purchase/Service Agreement – Exhibit C. Certificate(s) evidencing OCHS to be named as Additional Insured will be required post contract award and pre-commencement of services.

3.20.4 Cost and Price

3.20.4.1 Overview: This section should disclose all charges or typical commission to be assessed to OCHS for the Scope of Services.

i. Firm Fixed Price (FFP)

3.20.4.2 Quote any travel, mileage, and other costs associated with each service location. Please disclose all small order fees, special order fees, distribution costs, standard and expedited delivery fees, distribution costs, standard and expedited delivery fees, handling fees, return fees, re-stock fees, surcharges, taxes, and any other fees not explicitly indicated in this RFP and the Cost & Services Proposal Form presented in Exhibit B. Potential Service Delivery Locations are presented in Exhibit E.

3.20.4.3 Prices shall remain in effect for the duration of the contract term(s) in accordance with the plan(s) selected and may renew for up to Five (5) consecutive years thereafter, if, vendor and OCHS mutually agree in writing.

3.20.4.4 Ambiguous bids, which are uncertain as to terms, service, and or compliance with specifications, may be rejected or otherwise considered non-responsive and or non-responsible. Responses are to be submitted on the forms provided. Bid should be complete, clear and carefully worded. Bid must convey all the information requested by OCHS. If a bid contains less than the required information, or if the bid fails to conform to the essential requirements of the RFP, OCHS may declare the bid non-responsive and or non-responsible.

3.20.5 Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP, including the OCHS' Contract presented in Exhibit C. If you wish to present alternative approaches to meet OCHS' work requirements, these should be thoroughly explained.

3.20.6 Appendices

3.20.6.1 Supporting Documents

Furnish as appendices those supporting documents (e.g., financial statements, staff resumes, required insurance certificates) requested in the preceding instructions.

3.20.6.2 Additional Information

Include any additional information you deem essential to a proper evaluation of your proposal and which is not solicited in any of the preceding sections. Potential Contractors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

4. PROPOSAL EVALUATION AND CONTRACT AWARD

4.1 EVALUATION PROCESS

An Evaluation Committee consisting of OCHS personnel and or OCHS appointed Community or Board Representatives will review, analyze and evaluate all proposals received. OCHS reserves the right to establish criteria and weight factors. The Evaluation Panel will qualify and rank the field of Potential Contractors. OCHS may require the finalists to make an oral presentation to the Evaluation Panel to further explain their proposals. If such interviews are conducted, appraisals of the presentations will also be factored into the final scores assigned to the Potential Contractors. However, Potential Contractors are advised that award may be made without interviews or further discussion. This committee may then recommend to the appropriate committee(s) as prescribed in OCHS' Procurement Policies.

4.2 EVALUATION CRITERIA

By use of numerical and narrative scoring techniques, proposals will be evaluated by OCHS against the factors specified below. Within each evaluation criterion listed, the sub-criteria to be considered are those described in the "Proposal Format and Content" section of this RFP.

- * Cost and price (weighted 30%);
- * Experience of the firm, particularly of staff assigned to provide services. (Weighted 20%);
- * Work plan (weighted 20%);
- * Qualifications, financial stability, and references of Potential Contractor (weighted 20%);
- * Miscellaneous [exceptions/deviations, completeness of proposal, adherence to RFP instructions, other relevant factors not considered elsewhere] (weighted 10%)

OCHS reserves the right to reject any or all proposals, to waive any irregularities or informalities in the offers received and to change the evaluation process described above if circumstances dictate this or it is otherwise in the best interest of OCHS to do so. In the event a proposal(s) is rejected, or in the event a Potential Contractor's offer is not rejected but does not result in a contract award, OCHS shall not be liable for any costs incurred by the Potential Contractor in connection with the preparation and submittal of the proposal.

If you are a vendor focused on less than the entire proposed agreement, and you choose to participate only on a portion of the agreement, your proposal will still be measured using the criteria mentioned above.

4.3 CONTRACT AWARD

It is the intent of OCHS to award a single contract (or multiple if it is determined to be beneficial for OCHS to do so) after proposal review as the result of this RFP. The contract(s) resulting from this RFP may require approval by the appropriate OCHS committee(s) as prescribed in OCHS' Procurement Policies.