May 18, 2015

Gentlemen/Ladies:

**SUBJECT:**  REQUEST FOR PROPOSALS (RFP) NO. : 15-1003
Financial Auditing Services – Los Angeles SBDC Network

Long Beach Community College District invites proposals from qualified auditors to perform independent financial audit functions for the Los Angeles Regional Small Business Development Center Network.

Proposals, consisting of an original and four (4) printed copies and a thumb drive containing the proposal, in response to this RFP are to be submitted in a sealed envelope marked, “SBDC Auditor RFP No. 15-1003” by no later than 4:00 p.m. on June 22, 2015 to:

Alan Moloney, Deputy Director
Long Beach Community College District
Purchasing and Contracts, Mail Code G-4
4901 E. Carson Street, Bldg. T, Room 2031
Long Beach, CA 90808

Proposals received after this date and time, may at the discretion of the District, be rejected without consideration. **No faxed proposals will be accepted.**

Additional information about the work to be completed under this RFP, along with instructions for preparing your proposal and other pertinent information are contained in the attached pages.

Questions should be emailed to the undersigned at amoloney@lbcc.edu. All questions are to be received no later than 5:00 p.m. on June 18, 2015.

We look forward to receiving your proposal.

Sincerely,

Alan Moloney
Deputy Director, Purchasing & Contracts

SBDC Auditor RFP:15-1003
May 18, 2015
whether the examination disclosed instances of significant noncompliance with laws and regulations. Findings of noncompliance or ineligible expenditures must be presented in sufficient detail for members of the District to understand the findings and implement corrective action.

b. Working Papers
   1. Working papers shall be retained for a period of five (5) years, unless otherwise specified in writing by the District. Such working papers shall be available for review and audit by the District, representatives of the federal and/or state governments, subsequent audit firm and other individuals designated by the District.

c. Other Services
   Other services outside of the scope of the performance audit as requested by the District.

C. Proposal instructions

Proposals shall be prepared in letter format and are to be submitted as directed in the transmittal letter that accompanies this RFP. Proposals shall contain the following:

1. A statement declaring the proposer's interest in contracting with the District for the specified services;

2. A description of the proposing firm, including legal form (sole proprietorship, partnership, corporation/state of incorporation), date of founding, location, number of employees, etc.;

3. A description of any special qualifications or credentials possessed by the proposing firm, particularly those that distinguish the firm from its competitors;

4. Certification that the Auditor is a properly licensed certified public accountant in good standing with the AICPA and CSCPA;

5. Certify that the firm is not debarred, suspended or ineligible to contract by any public agency;

6. A statement whether the proposer can satisfy the District's insurance requirements, as described in the Standard Terms and Conditions that accompany this RFP;

7. A list of other relevant auditing engagements completed, with month and year the work was performed, name or other description of the clients, and descriptions of the work performed;

8. At least three (3) client references for the proposer, including name of firm, address, telephone number and contact person;
c. For all persons/labor classifications proposed in the preceding "Staffing and Project Organization Plan," furnish a schedule of hourly labor rates that the District could use to purchase from your firm additional services that are not included in the original Scope of Work. These should be quoted as fully-burdened (i.e., direct labor + overhead + profit) hourly rates offered on a time-and-materials basis.

13. A statement that the proposal shall remain in effect for not less than 90 days from the date of submittal;

14. A declaration of exceptions to, or deviations from, the scope of work or other requirements of the RFP, if any;

15. A signature by a person authorized to bind the offering firm to the terms of the proposal;

16. Name, telephone, email address of contact person during the RFP process; and

17. Notarized original Non-Collusion Affidavit and a completed and signed W-9

Affidavits, Certification Forms

As evidence of conformance to the District's policies, complete and include as an appendix to your proposal the Non-Collusion Declaration, Certificate Re Criminal History and Sample Terms and Conditions Internal Revenue Service Form W-9 contained in the Exhibits A, B, and C of this RFP. If your firm does not comply with one or more of these policies, declare this and explain the reasons.

The District will evaluate the proposals received in accordance with the following criteria:

1. Qualifications and experience of the proposing firm and its staff;

2. Work plan and schedule;

3. Competitiveness of fee proposal; and

4. Miscellaneous other factors, including acceptability of exceptions or deviations, if any, and completeness of proposal.

The District expects to select a Contractor and award a contract by June 29, 2015 with services to begin immediately thereafter.
E. Profile of District

Long Beach Community College District is an institution of higher education within the California Community College system. As a comprehensive college, the District provides quality, affordable educational programs and related student services to those who can benefit from the programs the college offers. Through a collegiate experience and with an open door admissions policy, the District fosters the development of individual potential and is responsive to the diverse educational needs of the community it serves. The primary purposes of the education program are to prepare students for transfer to baccalaureate-granting institutions, entry into work or career development and to support business and industry in economic development. Long Beach Community College offers general education and vocational education at the lower division level and transitional instruction and those support services that promote student success remedial education, English as a Second Language instruction, adult noncredit courses and student support services. College programs and services educate citizens to enrich the quality of life in the community.

The District consists of two campuses, the Pacific Coast Campus located at 1305 E. Pacific Coast Highway and the Liberal Arts Campus at 4901 E. Carson Street.

ABOUT THE SBDC PROGRAM

The Small Business Development Center (SBDC) program is the U.S. Small Business Administration’s (SBA) largest counseling and training network with locations in every U.S. State and Territory. The SBDCs provide services such as development of business plans, manufacturing assistance, financial packaging assistance, procurement contracting assistance and international trade assistance.

SBDC Lead Center: The lead SBDC is the institution, in most cases a university, college or other institution of higher education, which holds the contract with the SBA and administers and operates the area’s SBDC program. There are 62 other lead SBDCs, five others in California, four in Texas, and one in every other U.S. State as well as the territories of Guam, Puerto Rico, the U.S. Virgin Islands, the District of Columbia and American Samoa.

Long Beach Community College District (LBCCD) was selected to host the SBDC Network for the Los Angeles, Ventura and Santa Barbara counties beginning Jan. 1, 2006. It is the seventh largest federally funded SBDC Network in the nation. The new SBDC lead center is housed within LBCCD’s Office of Economic and Resource Development.

Los Angeles Network: The Los Angeles network consists of entities that contract with the lead center to deliver its services. LBCC has contracted with a diverse group of 7 economic and community development organizations within the three counties it is designated to serve: Los Angeles, Santa Barbara and Ventura.

SBDC Services: SBDCs, in coordination with federal, state, local and private sector resources deliver management and technical assistance to small businesses utilizing an effective business education network of 63 lead centers with over 1000 service center locations. SBDCs provide
F. Pre-contractual Expenses

Pre-contractual expenses are defined as any expenses incurred by the proposer in: (1) preparing its proposal in response to this RFP; (2) submitting that proposal to the District; (3) negotiating with the District any matter related to this RFP, including a possible contract; or (4) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP. The District shall not, under any circumstance, be liable for any pre-contractual expenses incurred by proposers, and proposers shall not include any such expenses as part of their proposals.

G. No Commitment to Award

Issuance of this RFP and receipt of proposals does not commit the District to award a contract. The District 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 proposer concurrently, or to cancel all or part of this RFP.

H. Joint Offers

Where two or more proposers 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. The District intends to contract with a single firm and not with multiple firms doing business as a joint venture.
3  INSURANCE

a. During the term of this Contract, the Contractor shall, at its own cost and expense, procure and maintain the following types of insurance:

   I. Statutory Workers' Compensation, as required by the California Labor Code, and Employer's Liability with limits not less than $1,000,000 per occurrence; and

   ii. Comprehensive General Liability, with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate.

   iii. Professional liability insurance (Errors and Omissions) of or equal to $1,000,000 each claim, and $3,000,000 annual aggregate with a maximum permissible deductible or self-insured retention of $5,000 per claim.

b. Prior to the commencement of work, the Contractor shall furnish the District with insurance endorsements evidencing the above insurance coverage and further indicating that the Contractor's policies have been endorsed to name the "Long Beach Community College District and its Board of Trustees" as an additional insured thereon, with provision made for cross liability. The endorsements shall further provide that "Contractor's policy is primary of any insurance carried by the District" and that "the policy will not be canceled or materially changed without thirty (30) days prior notice in writing" being given to the District's Contracts Manager.

c. All evidence of insurance coverage required to be submitted in accordance with this Paragraph 3 shall be delivered to the addressee for the District specified in Paragraph 7 of this Contract. The District shall make the final determination as to whether the documentation submitted by the Contractor conforms to the requirements of this Paragraph 3.

d. If any subcontractor(s) or independent contractor(s) is utilized by the Contractor for the purpose of carrying out portions of this Contract, said subcontractor(s) or independent contractor(s) shall also be required to comply with the insurance provisions set forth in this Paragraph 3 and the indemnification provisions set forth in Paragraph 2 of this Contract.

4. ASSIGNMENT OR TRANSFER

The Contractor shall not in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer or encumber this Contract or any portion hereof or any interest herein, in whole or in part, without the prior written consent of the District. In addition, the Contractor shall not subcontract the services to be performed pursuant to this Contract without prior written approval of the District. The names and qualifications of subcontractors or others whom the Contractor intends to employ, other than those identified, shall be submitted to the District for prior written approval.

5. TERMINATION OF CONTRACT
To: (Contractor)

b. Either party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or upon deposit in the United States mail.

8. ENTIRE AGREEMENT

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.
EXHIBIT C:

Internal Revenue Service W-9 Form

A fully completed and signed W-9 must be submitted with your RFP response.