



SONOMA COUNTY FAIR & EXPOSITION, INC.  
1350 Bennett Valley Road  
Santa Rosa, CA 95404  
Phone – 707.545.4200

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## **Request for Proposals (RFP) – Financial Audit and Tax Preparation Services**

- Sonoma County Fair & Exposition, Inc. (hereinafter "Association") is pleased to invite you to respond to a Request for Proposals for Financial Audit and Tax Preparation Services.
  - Proposals must be received no later than 4:00 p.m., Friday, November 11, 2022.
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### **A. Introduction/Purpose**

Association intends to award an agreement for a period of three (3) years, for the provision of Financial Audit and Tax Preparation Services.

- 1. Project Background and Description** – The Association is comprised of three 501(c) (3) entities; Sonoma County Fair & Exposition, Inc., Sonoma County Harvest Fair Association, and the Sonoma County Fair Foundation. The three entities are consolidated, and reported on, as Sonoma County Fair & Exposition, Inc. The results of the consolidated organization are included within the CAFR of the County of Sonoma. Each of the three entities report on a calendar year basis, for book and tax.

The agreement term will begin on March 01, 2023 and end upon the issuance of the audit report and completion of corporate taxes for the period ending December 31, 2024.

- 2. Desired Goals/Objectives/Outcomes** – An Independent Auditor's report will be prepared for the consolidated entity; Sonoma County Fair & Exposition, Inc. Form 990 and Form 199 will be prepared for each of the three entities.

### **B. Statement of Requirements - Services Required of Successful Proposer**

- 1. Independent Auditors Report with Supplementary Information** (See Attachment #3). Final report due to CFO by July 15, of each of the agreement years, for the audit of the period ending December 31 of the prior year.

Report to be provided in electronic form and in hard copy, with 20 bound copies.

2. Timely filing of forms 990 and 199. Extensions to file to be approved, in advance, by the CFO of Association.
3. Management letter presented to CFO, and CEO, of Association, and, at the request of the CEO, presented to Board of Directors of Association.
4. Annual audit “wrap-up” presentation to Audit Committee and/or Board of Directors of Association, at the request of CFO, or CEO of Association.

### C. Local Preference

It is the policy of the Association and of the County of Sonoma to promote employment and business opportunities for local residents and firms on all contracts and to give preference to local residents, workers, businesses and consultants to the extent consistent with the law and interests of the public. A Local Service Provider is defined as a business or consultant who has a valid physical address located within Sonoma County from which the supplier or consultant operates or performs business on a day-to-day basis and holds a valid business license if required by a city within the jurisdiction of Sonoma County.

### D. Schedule

The following schedule is subject to change. Except as provided below, changes will only be made by written amendment to this Request for Proposals, which amendment shall be issued to all parties by the Department issuing this proposal.

<b>Date</b>	<b><u>Event</u></b>
<b><u>October 07, 2022</u></b>	Release Request for Proposals
<b><u>November 11, 2022</u></b>	Proposals Due by 4:00 p.m.
<b><u>As Requested</u></b>	Interviews Conducted
<b><u>December 15, 2023</u></b>	Notice of Intent to Award <i>(subject to delay without notice to proposers)</i>

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**E. Pre-Bid Conference**

Section Omitted

**F. Questions**

Proposers will be required to submit any and all questions in writing per the schedule in order for staff to prepare written responses to all consultants. Written answers will be shared with all potential proposers. Questions should be sent via e-mail directly to [michael.margetts@sonoma-county.org](mailto:michael.margetts@sonoma-county.org). Questions will not be accepted by phone.

**G. Corrections and Addenda**

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the contact person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.

If a proposer fails to notify the contact person prior to the date fixed for submission of proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

Addenda issued by Association interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. The proposer shall submit the addenda cover sheet with the proposal. Any oral communication by Association's designated contact person or any other Association staff member concerning this RFP is not binding on the Association and shall in no way modify this RFP or any obligations arising hereunder.

**H. Proposal Submittal**

Form: Proposers must submit one (1) signed original, and three (3) copies of the signed proposal per the schedule or as revised by addendum. Proposals must be enclosed in a sealed envelope or package and clearly marked:

***FINANCIAL AUDIT AND TAX PREPARATION SERVICES***

***Do not open – sealed proposal***

***Sonoma County Fair & Exposition, Inc.***

***1350 Bennett Valley Road***

***Santa Rosa, CA 95404***

***Attention: CFO***

Due Date: Proposals must be received no later than the date and time listed in the schedule, or as revised by addendum. The proposal due date is subject to change.

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If the proposal due date is changed, all known recipients of the original RFP will be notified of the new date.

General Instructions: To receive consideration, proposals shall be made in accordance with the following general instructions:

- a) The completed proposal shall be without alterations or erasures.
- b) No oral or telephonic proposals will be considered.
- c) The submission of a proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of Association, including all terms and conditions contained within this RFP.

Proposal Format and Contents: For ease of review and to facilitate evaluation, the proposals for this project should be organized and presented in the order requested as follows:

**(a) Section I - Organizational Information:**

Provide specific information concerning the firm in this section, including the legal name, address and telephone number of your company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private). Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract. If two or more firms are involved in a joint venture or association, the proposal must clearly delineate the respective areas of authority and responsibility of each party. All parties signing the Agreement with Association must be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

**(b) Section II - Qualifications and Experience:**

Provide specific information in this section concerning the firm's experience in the services specified in this RFP, preferably within the State of California. Examples of completed projects, as current as possible, should be submitted, as appropriate. **References are required.** Please provide names, addresses, and telephone numbers of contact persons within three (3) client agencies for whom similar services have been provided.

Debarment or Other Disqualification - Proposer must disclose any debarment or other disqualification as a supplier or vendor for any federal, state or local entities. Proposer must describe the nature of the debarment/disqualification, including where and how to find such detailed information

**(c) Section III - Project Approach and Work Schedule:**

Provide a description of the methodology developed to perform all required services that will complete the project before July 15, of each of the agreement years. This schedule should contain specific milestones and dates of completion which will be used to set schedules. Also identify the extent of Association personnel involvement deemed necessary, including key decision points at each stage of the project. Information as to the type of any software that is anticipated to be used in the planning process should also be discussed.

**(d) Section IV - Cost of Service:**

The proposal shall clearly state ALL of the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended or required products and services, such as maintenance.

Please complete Attachment #1 and include it within your proposal.

The project costs must be broken out and include all expenses that will be charged to Association, including but not limited hourly rates for labor, software costs, software maintenance costs, implementation fees, shipping, insurance, communications, documentation reproduction, and all expenses, including travel, meal reimbursement, hotel per diems, taxes, etc. Failure to clearly identify all costs associated with the proposal may be cause for rejection of the proposal.

**(e) Section V – Identification of subcontractors:**

Proposers shall identify all subcontractors they intend to use for the proposed scope of work. For each subcontractor listed, proposers shall indicate (1) what products and/or services are to be supplied by that subcontractor and, (2) what percentage of the overall scope of work that subcontractor will perform.

**(f) Section VI - Insurance:**

The selected proposer will be required to submit and comply with all insurance as described in the attached Sample Agreement. Securing this insurance is a condition of award for this contract.

**(g) Section VII – ACCESSIBILITY Standards:**

All consultants responsible for preparing content intended for use or publication on a County-managed or County-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), the County's Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>, and the County's Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.

**(h) Section VIII - Additional Information:**

Include any other information you believe to be pertinent but not required.

**(i) Section IX – Contract Terms:**

Proposers must include a statement acknowledging their willingness to accept the sample contract terms or identify specific exceptions to the sample agreement (see Attachment #2).

**I. Selection Process**

1. All proposals received by the specified deadline will be reviewed by Association for content, including but not limited to fees, related experience and professional qualifications of the proposer.

Association employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a proposal who has such a relationship with an Association employee who may be involved in the selection process shall advise Association of the name of Association employee in the proposal.

Proposals may be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list):

- a) Demonstrated ability to perform the services described;
- b) Experience, qualifications and expertise;
- c) Quality of work as verified by references;
- d) Costs relative to the scope of services;
- e) A demonstrated history of providing similar services to comparable entities;
- f) Willingness to accept Association's contract terms; and
- g) Any other factors the evaluation committee deems relevant. (When such criteria are used for evaluation purposes, the basis for scoring will be clearly documented and will become part of the public record.).

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h) The locality of the Proposer;

Association employee reserves the right, in their sole discretion, to take any of the following actions at any time before approval of an award: waive informalities or minor irregularities in any proposals received, reject any and all proposals, cancel the RFP, or modify and re-issue the RFP. Failure to furnish all information requested or to follow the format requested herein may disqualify the proposer, in the sole discretion of Association. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.

Association may, during the evaluation process, request from any proposer additional information which Association deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the proposer shall be permitted three (3) business days to submit the information requested.

An error in the proposal may cause the rejection of that proposal; however, Association may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, Association will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete proposal submittal, Association may, at its sole option, correct an error based on that established content. Association may also correct obvious clerical errors. Association may also request clarification from a proposer on any item in a proposal that Association believes to be in error.

Association reserves the right to select the proposal(s) which in its sole judgment best meets the needs of Association and to award to only one or multiple qualified submittals. ***The lowest proposed cost is not the sole criterion for recommending contract award.*** Association also makes no guarantee of any or equal amounts of work.

All firms responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process.

## **J. Finalist Interviews**

After initial screening, the evaluation committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Interviews may or may not have their own separate scoring during the evaluation process.

## **K. General Information**

### **1. Rules and Regulations**

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- a) The issuance of this solicitation does not constitute an award commitment on the part of Association, and Association shall not pay for costs incurred in the preparation or submission of proposals. All costs and expenses associated with the preparation of this proposal shall be borne by the proposer.
  - b) Association reserves the right to reject any or all proposals or portions thereof if Association determines that it is in the best interest of Association to do so.
  - c) Association may waive any deviation in a proposal. Association's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations. Association reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. Association further reserves the right to award the agreement to the proposer or proposers that, in Association's judgment, best serves the needs of Association.
  - d) All proposers submit their proposals to Association with the understanding that the recommended selection of the review committee is final and subject only to review and final approval by the CEO of Association.
  - e) Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by Association, all proposals shall be deemed public record. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the word "Confidential" printed on the top right-hand corner of each page for which such privilege is claimed, and to clearly identify the information claimed confidential by highlighting, underlining, or bracketing it, etc. Examples of confidential materials include trade secrets. Each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. Association will consider a proposer's request for exemptions from disclosure; however, Association will make its decision based upon applicable laws. An assertion by a proposer that the entire proposal, large portions of the proposal, or a significant element of the proposal, are exempt from disclosure will not be honored and the proposal may be rejected as non-responsive.
  - f) Association will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that Association does not wish to receive confidential or proprietary information and those proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:
    - a. [Legal name of proposer] shall indemnify, defend and hold harmless Association, its officers, agents and employees from and against any request, action or



proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) Arising out of, concerning or in any way involving any materials or information in this proposal that [legal name of proposer] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

#### Nonliability of Association

Association shall not be liable for any precontractual expenses incurred by the proposer or selected contractor or contractors. Association shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

#### Proposal Alternatives

Proposers may not take exception or make material alterations to any requirement of the RFP. Alternatives to the RFP may be submitted as separate proposals and so noted on the cover of the proposal. Association reserves the right to consider such alternative proposals, and to award an agreement based thereon if it is determined to be in Association's best interest and such proposal satisfies all minimum qualifications specified in the RFP. Please indicate clearly in the proposal that the proposal offers an alternative to the RFP.

#### Lobbying

Any party submitting a proposal or a party representing a proposer shall not influence or attempt to influence any member of the selection committee, or any employee of Association, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

#### Form of Agreement

- a) No agreement with Association shall have any effect until a contract has been signed by both parties.
- b) A sample of the agreement is included as Attachment #2 hereto. Proposers must be willing to provide the required insurance and accept the terms of this sample agreement. With few exceptions, the terms of Association's standard agreement will not be negotiated. *Indemnification language will not be negotiated.*
- c) Proposals submitted shall include a statement that (i) the proposer has reviewed the sample agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the proposer except as noted specifically in the proposal. A proposer taking exception to

Association's sample agreement must also provide alternative language for those provisions considered objectionable to the proposer. Please note that any exceptions or changes requested to the Agreement may constitute grounds to reject the proposal.

- d) Failure to address exceptions to the sample agreement in your proposal will be construed as acceptance of all terms and conditions contained therein.
- e) Submission of additional contract exceptions after the proposal submission deadline may result in rejection of the consultant's proposal.

#### 6. Duration of Proposal; Cancellation of Awards; Time of the Essence

- a) All proposals will remain in effect and shall be legally binding for at least ninety (90) days.
- b) Unless otherwise authorized by Association, the selected proposer will be required to execute an agreement with Association for the services requested within sixty (60) days of Association's notice of intent to award. If agreement on terms and conditions acceptable to Association cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of Association, Association reserves the right to retract any notice of intent to award and proceed with awards to other consultants, or not award at all.

#### 7. Withdrawal and Submission of Modified Proposal

- a) A proposer may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals.

### **L. Protest Process**

Any and all protests must be in writing and must be received by the Association, at the address above, within 30 days of the Notice of Award.

### **M. Living Wage**

The contractor/franchisee/economic development assistance recipient shall comply with any and all federal, state, and local laws – including, but not limited to the County of Sonoma Living Wage Ordinance – affecting the services provided by this contract/franchise agreement. Without limiting the generality of the foregoing, the contractor/franchisee/economic development assistance recipient expressly acknowledges and agrees that this contract/franchise/economic development assistance agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the contract/franchise/economic development assistance agreement will be

considered a material breach and may result in termination of the contract/franchise/economic development assistance agreement or pursuit of other legal or administrative remedies.

The link to the Living Wage Ordinance is: <http://sonomacounty.ca.gov/CAO/Living-Wage-Ordinance/>