

WEST KERN COMMUNITY COLLEGE DISTRICT

BUSINESS SERVICES OFFICE

29 Cougar Court
TAFT, CA 93268

Tele: (661) 763-7853

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REQUEST FOR PROPOSAL (“RFP”)

**RFP # WKCCD 1819-101
INDEPENDENT AUDIT SERVICES**

**NOTE: PLEASE READ ALL DOCUMENTS
BEFORE PROCEEDING WITH A RESPONSE**

RFP Issue Date: March 1, 2019
Last Day for Questions: March 15, 2019 at 1:00 PM (PST)
Last Day for Proposal Submission: March 29, 2019 at 3:00 PM (PST)

PROPOSAL DELIVERY LOCATION:

*Faxed or electronic responses will NOT be accepted.
Original RFP must have original ink signatures.*

West Kern Community College District
Attn: Brock McMurray
Administrative Services Office
29 Cougar Court
Taft, CA 93268

WARNING

DO NOT TAMPER WITH NOR ALTER ANY OF THE PROPOSAL DOCUMENTS. ANY TAMPERING WITH, OR ALTERING OF, PROPOSAL DOCUMENTS WILL AUTOMATICALLY RENDER PROPOSAL AS “NON-RESPONSIVE” AND IT WILL BE REJECTED. THIS ELECTRONIC VERSION IS PROVIDED FOR VENDOR TO PRINT ONLY. AFTER PRINTING, VENDOR SHALL ENTER REQUIRED INFORMATION EITHER TYPED OR HANDWRITTEN. TYPING RESPONSES IN ADOBE IS ALLOWABLE AS LONG AS THE RFP VERBIAGE IS NOT ALTERED. DO NOT ATTEMPT TO INPUT RESPONSES ELECTRONICALLY AS THAT WILL BE CONSIDERED TAMPERING WITH AND/OR ALTERING OF THE PROPOSAL DOCUMENTS.

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NOTICE IS HEREBY GIVEN that the WEST KERN COMMUNITY COLLEGE DISTRICT, Taft, CA, Kern County, acting by and through its Board of Trustees, hereinafter referred to as the District, will receive sealed Proposals for the award of a Contract, pending funding, for the following:

RFP # WKCCD 1819-101 INDEPENDENT AUDIT SERVICES

Sealed Proposals must be delivered to the location below on or before **March 29, 2019, NO LATER THAN 3:00 PM (PST)**:

West Kern Community College District
ATTN: Brock McMurray
Office of Administrative Services
29 Cougar Court
Taft, CA 93268

NOTE: Proposals submitted by fax or email are NOT acceptable. Vendors are solely responsible for ensuring their Proposals are received by District at the time, date and location shown above. District is not responsible for any delays in mail delivery.

District will provide information to Potential Vendors regarding the requirements of the RFP via email and by posting on District's website at <https://www.taftcollege.edu/financial-reports-and-other-required-disclosures/?highlight=audit>. Thus, all interested Vendors must submit a request to District for the RFP Documents and provide a valid email address to receive further information. Each Proposal must conform to the RFP Documents, including but not limited to, Scope of Work, all Terms and Conditions, and RFP Forms. Any Proposal that is submitted late and/or does not conform to the requirements set forth in this RFP Document may be rejected as non-responsive.

Proposals may be withdrawn, upon written request, at any time prior to the scheduled Proposal Submission Date. However, no Vendor may withdraw their Proposal for a period of one hundred eighty (180) calendar days after the designated time for the Proposal submission.

The District reserves the right to reject any and all Proposals or to waive irregularities in any Proposal.

By Order of the Board of Trustees of the
WEST KERN COMMUNITY COLLEGE DISTRICT

Amanda Bauer

Amanda Bauer
Executive Director of Fiscal Services
West Kern Community College District

ANTICIPATED TIMELINE

Subject to change at District's discretion

RFP #WKCCD 1819-101 INDEPENDENT AUDIT SERVICES

Proposal Issue Date	March 01, 2019
Last Date for Clarification/Interpretation or Questions <small>*District may receive questions on this day that may affect Vendors' Proposals.</small>	March 15, 2019 at 1:00 PM (PST)
Deadline to Respond to Written Questions	March 22, 2019
Last Addendum Issue Date (if applicable)	March 25, 2019
Deadline for Proposal Submission	March 29, 2019 at 3:00 PM (PST)
Evaluation of Proposals	April 01, 2019 – April 05, 2019
Reference Verifications / Interviews <small>*Subject to change at District's discretion.</small>	April 08, 2019 – April 12, 2019
Notice of Intent to Award Contract	April 15, 2019
Board Approval of Agreement / Award to Vendor Date	May 08, 2019
Contract Execution Date	May 09, 2019

INTRODUCTION

BACKGROUND

West Kern Community College District (“District”) serves the diverse educational needs of students of all ages. The District is comprised of one campus.

The District is a two-year, higher-education institution in the California community college system that serves the diverse educational needs of students of all ages. More than 2,830 full time equivalency of students (FTES) were enrolled in day and evening classes during the 2017/18 academic year. The regular academic calendar runs approximately from the third week in August through the end of May. Summer school classes are offered Monday through Saturday and run from the beginning of June through mid-August. **[Note: Campuses are closed (no students, faculty or staff) the last two (2) weeks each December.]** The District also employs approximately 253 full-time and part-time faculty and staff. Additional detailed information regarding the District is available at <http://www.taftcollege.edu>.

PURPOSE

Education Code, Section 84040, requires that community college districts provide for an annual audit of all funds, books and accounts of the District including all funds under the control or jurisdiction of the District. District is soliciting Proposals from qualified public accounting/auditing firms to provide professional Independent Audit Services (“Services”) for the District. Services shall include, but not be limited to, the annual audit of all District funds, General Obligation (“GO”) Bonds (Measure A), and Foundation accounts. The purpose of this Request for Proposal (“RFP”) is for Vendors to demonstrate their background, qualifications, competence, and capability to perform the Services described in the Scope of Work.

The selected Vendor will perform the Services for fiscal year beginning **July 1, 2018** and continue through fiscal year ending **June 30, 2021**, for a period of three (3) years, subject to satisfactory performance, with automatic renewals at District’s discretion for additional one (1) year periods, for a maximum of five (5) years total. Renewal option will be after a yearly evaluation of the Services and at the discretion of the District. The District has no obligation to renew the contract. Pricing shall be guaranteed for the term of the Agreement and shall not increase during any renewal term. This RFP, Vendor’s Proposal, and the Professional Services Agreement will become the official Agreement (“Agreement”). This Agreement will supersede any other contract documents, order forms, booking confirmations, etc.

Prior to submitting a Proposal, Vendors are responsible for familiarizing themselves with the applicable Services requested. Submission of a Proposal shall be deemed conclusive evidence that Vendor is able to provide such Services, and shall constitute a waiver by Vendor of all claims of error in a Proposal, withdrawal of a Proposal, or combination thereof, under the executed Agreement, or any revision thereof.

BASIC STATISTICAL INFORMATION

Recalculation Apportionment for 2017/2018:

- Credit FTES 2,829.69
- Non Credit FTES 0.42

Faculty and Staff Headcount as of Fall 2018:

- Full –Time Faculty 61
- Adjunct Faculty 86
- Classified Administrator 24
- Educational Administrator 5
- Classified Confidential 6
- Classified Represented 126

Unrestricted General Fund Audited Financial Results for Fiscal Year 2017/2018:

- Revenues and other financing sources \$26,423,763
- Expenditures and other financing uses \$24,433,367
- Fund Balance \$8,710,940

2018/2019 Adopted Budget:

- Unrestricted General Fund Expenditures: \$27.6 Million
- All Fund Expenditures: \$45.0 Million

GENERAL OBLIGATION BONDS

Measure A Funding -- General Obligation Bonds, Election of 2008

On March 2, 2004, the electorate within the District’s geographic boundaries approved a general obligation bond known as Measure A with 58.11 percent voter approval, and passed in 19 of the 19 precincts with over 55 percent voter approval. Since its passage, the \$39.8 million bond measure has helped fund a wide variety of major facilities and campus expansions at the District, such as the completion of a new Child Development Center, reconstruction of the current administration building, addition of a new library which also houses the learning resource center, modernization of Science building along with Liberal Arts and Business classrooms, completion of the Center for Independent Living Facility and a renovation of dorm facilities. Construction of a new Student Center project housing a new cafeteria, bookstore, and student union is currently in progress.

TAFT COLLEGE FOUNDATION (A CALIFORNIA NONPROFIT CORPORATION)

Taft College Foundation (“Foundation”) is a 501(c)(3) non-profit auxiliary organization established in 2002. The Foundation was formed to serve as the philanthropic and charitable arm of the District. The Foundation acts primarily as a fundraising organization to provide grants and scholarships to students and support to employees, programs, and departments of the District.

SUBMISSION OF A PROPOSAL

Submission of a Proposal shall be taken as *prima facie* evidence of the Vendor’s understanding and acceptance of the conditions. Failure of the Vendor to be aware of the terms and conditions contained herein will not relieve the awarded Vendor of the obligation to perform the Agreement according to the terms and conditions thereof; further, any lack of awareness of the terms and conditions will not impose any additional expense to the District.

Vendor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a professional manner all of the work required in connection with the Services.

REQUEST FOR INFORMATION

If any Vendor is in doubt as to the true meaning of any part of the RFP Documents, finds discrepancies, errors or omissions therein, or finds variances in any of the RFP Documents with applicable rules, regulations, ordinances and/or laws, a written request for an interpretation or correction thereof may be submitted to District. **All communications and any questions or comments relative to this RFP, whether of a technical or a general nature, following the RFP Issue Date must be directed via e-mail to the contact person named below at the e-mail address specified (“District Contact”):**

Curt Belcher
Email: cbelcher@taftcollege.edu

The District, at its sole discretion, may release responses to the questions received via written addenda, which shall be posted on District's website at <https://www.taftcollege.edu/financial-reports-and-other-required-disclosures/?highlight=audit>.

Vendors are specifically instructed that ***no telephonic or otherwise oral communications may be addressed*** in regard to this RFP. Additionally, no written or oral response to any potential Vendor from any District staff member or hired third party will have any validity in regard to this RFP and the District shall in no way be responsible or liable for any staff member comment, except for any addenda released by the District pursuant to the process above. All questions regarding the RFP must be made in writing in accordance with the requirements set forth herein and will be shared with all other potential Vendors via addenda released on the above-referenced website. The District, at its sole discretion, may also circulate any addenda via email. However, the District shall not be responsible for any delays or problems with emails and does not guarantee that all Vendors will receive email responses. In order to be considered a potential Vendor, and receive clarification emails from the District, Vendor must submit a valid request for RFP Documents to the District's contact as described above. Any statement made by any District employee outside of this RFP question process shall not be considered a part of the RFP process and will not be binding on the District. The District reserves the right to reject any Proposal submitted by any party attempting to contact District employees outside of the RFP question process. Any interpretation or correction of the RFP Documents shall be made only by written addendum duly issued by District. A copy of any such addendum will be emailed to potential Vendors receiving a RFP.

Note: Requests for clarification or interpretation of the RFP Documents must be made on or before seven (7) calendar days or more before the scheduled due date of Proposals. Any such requests made six (6) calendar days or less before the scheduled due date shall be deemed untimely and be construed to be a waiver to any discrepancy, defect or conflict herein. It is the sole and exclusive responsibility of Vendor to submit such request in sufficient time for the District's response thereto and delivery of such response to all Vendors prior to the scheduled Proposal submission date. Unless otherwise directed through the RFP question process, Vendors are instructed to assume the more stringent requirement in case of any perceived ambiguity in this RFP. Upon submitting a Proposal, all Vendors warrant and attest that they understand the requirements set forth in this RFP and have the ability to provide all Services necessary to meet the requirements set forth in this RFP.

END OF INTRODUCTION

SCOPE OF WORK

The District expects Vendors to meet the desired criteria listed in this Scope of Work. If Vendor is not able to meet these criteria, Vendor must state any exceptions in the Additions, Deletions, and/or Exceptions portion of this RFP. If not addressed, then District interprets that Vendor is able to adhere to all criteria listed in this Scope of Work and Vendor shall be required to meet all such criteria if awarded a contract pursuant to this RFP.

I. ANNUAL DISTRICT & FOUNDATION (A CALIFORNIA NONPROFIT CORPORATION) FINANCIAL AUDIT

Services shall include a comprehensive financial and compliance audit for the District as required by the State of California including, but not limited to, all funds of the District.

The District currently utilizes the following funds and accounting groups. Note: Funds may be established and/or closed as appropriate to conduct District business.

General Funds

- General Unrestricted
- General Restricted

Special Revenue Funds

- Bookstore Fund
- Cafeteria Fund
- Child Development Fund
- Revenue Bond Project (Dorm) Fund
- Parking Fund
- Other Special Revenue (TIL Program) Fund

Debt Service Funds

- Bond Interest & Redemption Fund
- Debt Service Fund

Capital Project Funds

- Capital Outlay Project Fund
- GO Bond Construction Fund

Fiduciary Funds

- Associated Student Government Fund
- Taft College Foundation Fund

Accounting Groups

- General Fixed Assets
- General Long – Term Debt

There are also 2 memorandum accounts, which are not considered to be District Funds

- Impound Account
- Tax Anticipation Account

The accounting policies of District are in conformity with General Accepted Accounting Principles (“GAAP”) related to governmental units and California Community College Districts. District recognizes revenue in the accounting period in which they become both measurable and available to finance expenditures of the current fiscal period. Expenditures are recognized in the accounting period in which the liability is incurred, except for interest on long-term debt, which is recognized when due.

A. AUDITING STANDARDS TO BE FOLLOWED:

- Require knowledge of audit procedures to satisfy requirements of the State of California and the Internal Revenue Service for 501 (c)(3) public entities.

- Vendor shall examine financial records, statements, and prepare audits in compliance with:
 - California State Chancellor's Office directives detailed in the publication "Contracted District Audit Manual"
 - Generally accepted auditing standards in the United States of America
 - Standards for financial audits contained in Government Auditing Standards, issued by the Controller General of the United States
 - Governmental Accounting Standards Board ("GASB") pronouncements
 - Single Audit Act Amendments of 1996
 - The Single Audit Act and related provisions of OMB Circular A-133, and include tests of accounting records, and a determination of major programs in accordance with Circular A-133
 - Other publications and directives on community college district audit procedures that have been or will be issued during the period of this contract.
 - All applicable audit publications and directives issued on non-profit auditing procedures.

B. SCOPE OF THE WORK TO BE PERFORMED:

- Conduct Interim and Final audit visitation each fiscal year. Minimum three (3) weeks prior to visits, Vendor will provide a listing of required materials and schedules for District and Foundation to prepare in advance.
- Preparation of the following Foundation financial reports for all funds: Statement of Financial Position, Statement of Activities, Statement of Cash Flows, Statement of Functional Expenses, and all applicable Notes to the Financial Statements, for approval by the Foundation.
- Prepare the Return of Organization Exempt from Income Tax (Form 990) and the California Exempt Organization Annual Information Return (Form 199), for approval by the Foundation.
- Audit for reasonable assurance that the basic financial statements of the business-type activities of District are free of material misstatement, whether from 1) errors, 2) fraudulent financial reporting, 3) misappropriation of assets, or 4) violations of laws or governmental regulations that are attributable to District or to acts by management or employees acting on behalf of District.
- Obtain an understanding of District and its environment, including internal controls, sufficient to assess the risks of material statement of the financial statements and to design the nature, timing, and extent of further audit procedures.
- Audit District's compliance with applicable laws and regulations and the provisions of controls and agreements, including grant agreements.
- Preparation of a compliant GASB Audit Report that includes a Statement of Net Assets, Statement of Revenues, Expenses, and Changes in Net Assets, and Statement of Cash Flows, all applicable conversion entries and Notes to the Financial Statements, and all other required content, for approval by District.
- Preparation of Required Supplementary Information ("RSI") – Schedule of Other Postemployment Benefits ("OPEB") Funding Progress and Employer Contributions, for approval by District.
- Preparation of Supplementary Information including information on District Organization, Schedule of Expenditures of Federal Awards, State Awards, and Schedule of Workload Measures for State General Apportionment – Annual Attendance, Reconciliation of Annual Financial and Budget Report (CCFS-311) with Fund Financial Statements, Reconciliation of the Governmental Fund Balance Sheets to the Statement of Net Assets, and all applicable Notes to Supplementary Information, for approval by District.
- Preparation of Additional Supplementary Information including financial reports on an individual fund basis including Governmental Fund Balance Sheets and Statement of Revenues, Expenditures, and

Changes in Fund Balance and Fiduciary Fund Balance Sheets and Statement of Revenues, Expenditures, and Changes in Fund Balance, for approval by District.

- Audit partner and staff in charge of the audit shall be readily available to District and Foundation during the course of the contract period to respond to questions and requests in a timely manner. Vendor shall be responsible for timely communication to District and Foundation for matters including, but not limited to proposed adjustments to the financial statements, management letter comments, material weaknesses in internal control systems, details on new auditing directives and compliance procedures issued for 501(c)3 Non-Profit entities and California Community Colleges, and instances of noncompliance with laws and regulations pertaining to financial reports and claims for advances and reimbursement, and the total amounts questioned, if any, for each financial assistance program as a result of noncompliance. This communication shall be to the Executive Vice President of Administrative Services; Executive Director of Fiscal Services; and the Executive Director of the Foundation.
- Annual audit training workshop for District employees (if requested by District).
- The audit shall be completed and the audit report shall be delivered to the district no later than December 1.
- Additional Services (outside the scope of audit) – District may require Vendor to provide additional services outside the audit engagement. Vendor shall set standard pricing for these additional services on an hourly or project basis.

C. ENTRY AND EXIT CONFERENCE REQUIREMENTS FOR BOTH INTERIM AND FINAL AUDIT VISITATIONS:

District may require an audit entry and exit conference with the President / Superintendent, Executive Vice President of Administrative Services, Executive Director of Fiscal Services, Executive Director of the Foundation, and other staff as appropriate. Vendor will also provide progress reports to the Executive Vice President of Administrative Services while the audit is progressing.

Vendor is expected to provide a presentation to District's Board of Trustees, Foundation's Governing Board (if so requested), and other staff as deemed necessary by the District on the audit process and findings when the report is presented to them.

D. DELIVERABLES:

Thirty (30) copies, one (1) original, and one (1) print-ready PDF master of each audit report will be submitted to District, in addition to submitting copies of the audit report to the agencies specified within District's distribution list. Completion and submission of form SF-SAC and a copy of the A-133 reporting package to the Federal Audit Clearing House (FAC) Internet Data Entry System (IDES).

Completed Return of Organization Exempt from Income Tax (Form 990) and the California Exempt Organization Annual Information Return (Form 199).

II. ANNUAL GENERAL OBLIGATION BOND AUDIT

Vendor shall conduct a comprehensive financial and compliance audit for the District's GO Bond Funds as required by the State of California. Proposition 39, Education Code Section 15272 and Governmental Code 53411, relating to school bonds, requires that an annual comprehensive financial and performance audit be conducted of all bond funds, books, and accounts under the jurisdiction and control of District.

A. AUDITING STANDARDS TO BE FOLLOWED:

Vendor shall consider provisions of the California Community College Budget and Accounting manual, California Education Code, and other publications relating to Proposition 39 and community college accounting procedures in effect during the period under audit.

This examination shall be made in accordance with generally accepted auditing standards and shall include such tests of the accounting records and such other auditor procedures as Vendor considers necessary.

B. SCOPE OF THE WORK TO BE PERFORMED:

- Conduct Final audit visit each fiscal year in addition to or in conjunction with District audits. Minimum three (3) weeks prior to visit, Vendor will provide a listing of required materials and schedules for the District to prepare in advance.
- Audit for reasonable assurance that the basic financial statements of the Measure A GO Bond Funds of the District are free of material misstatement, whether from 1) errors, 2) fraudulent financial reporting, 3) misappropriation of assets, or 4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District.
- Obtain an understanding of the District and its environment, including internal control, sufficient to assess the risks of material statement of the financial statements and to design the nature, timing, and extent of further audit procedures.
- Preparation of separate financial reports for GO Bond Measure A funds, including Balance Sheet, Statement of Revenues, Expenditures, and Changes in Fund Balance, and all applicable Notes to the Financial Statements, for approval by the District.
- Preparation of separate Independent Audit Reports on applying Agreed-Upon Procedures for Measure A funds, for approval by the District. District management and the Independent Citizens' Oversight Committee will develop the Agreed-Upon Procedures, however they typically include verifying that the District's procedures for disbursement of funds related to the voter approved GO Bond were applied in accordance with laws and regulations, as well as Board approved policies through inspection of specified documents; preparing a schedule of all project costs; preparing a schedule of all projects with start and/or completion dates and the total costs incurred; and calculating the balance available for future expenditures.
- The audit shall be completed and the audit report shall be delivered to the district no later than December 1.

C. ENTRY AND EXIT CONFERENCE REQUIREMENTS:

The District may require an audit entry and exit conference with the President / Superintendent, Executive Vice President of Administrative Services, Executive Director of Fiscal Services, and other staff as appropriate. Vendor will also provide progress reports to the Executive Vice President of Administrative Services while the audit is progressing.

The District will expect Vendor to provide a presentation to the District's Board of Trustees and be available for a presentations to the District's GO Bond Oversight Committees if so requested, on the audit process and findings when the report is presented.

D. DELIVERABLES:

Thirty (30) copies, one (1) original, and one (1) print-ready PDF master of each audit report will be submitted to the District, in addition to submitting copies of the audit report to the agencies specified within the District's distribution list.

By completing and submitting a response and other documents in response to RFP for Independent Audit Services, Vendor is acknowledging that it has the resources in terms of both personnel and finances to support the District's and Foundation's needs throughout the term of the Agreement.

END OF SCOPE OF WORK

PROPOSAL INSTRUCTIONS

- I. Proposal Documents – Information requested must be furnished completely, in compliance with the instructions. **Proposal shall be submitted on the forms and in the sequence contained in the Proposal Forms section of this RFP** and shall be completed in ink or typewritten and be properly executed in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by person signing Proposal documents and forms. Proposals must be legible, consistent and non-ambiguous. Additional pages may be attached as necessary. Unnecessarily elaborate brochures or other presentations beyond that requested or sufficient to present a complete and effective Proposal are neither necessary nor desired.

Vendor's completed Proposal must include in this order:

1. **Cover Letter**

The letter should contain the following information:

- A. A brief understanding of the services to be performed as stated in the RFP.
- B. A positive commitment to perform the Services.
- C. The names of the persons authorized to represent Vendor, their title, the address and the telephone number.

2. **Proposal Response Cover Sheet**

3. **Proposal signed by Authorized Representative**

4. **Written response to Vendor Questionnaire**

5. **Fee Schedule**

6. **Completed Proposal Forms**

- Vendor Information and Signatory Page
- Contract Terms and Conditions
- Additions, Deletions, and/or Exceptions
- Background, Experience and References form
- Certifications and Affidavits

District, at its sole discretion, may reject any Proposal that fails to provide any information required herein, is incomplete or indirect, is not submitted on the Proposal Forms provided in the RFP, and/or fails to properly organize or label the provided information. Vendors are solely responsible for ensuring their Proposal accurately reflects the Work offered to District and shall be bound by all statements made therein. Any tampering with, or altering of, the Proposal Documents will automatically render Proposal as "non-responsive" and it will be rejected.

- II. Proposal Submission – Vendor shall submit the following: One (1) complete electronic version on a USB flash drive, one (1) original printed document, and **eight (8)** copies.

The materials shall be **securely sealed in an envelope or box** with the following clearly written on the outside:

- **Proposal name**
- **Proposal number**
- **Vendor's Name**
- **Proposal due date and time**

Proposals shall be delivered to:

West Kern Community College District
Attn: Brock McMurray
Office of Administrative Services
29 Cougar Court
Taft, CA 93268

District is not responsible for late Proposals or for Proposals delivered to any other location regardless of the cause. Proposals received after the date and time specified for Proposal Submission or at a place other than that stated above will be rejected and returned unopened. Proposals and other documents responding to the RFP become the exclusive property of District upon submittal of same to District. Proposals are to be valid for a period of one hundred eighty (180) days after the deadline for receipt of proposals.

- III. Proposal Signatures – Signature on Proposal Documents must be in ink and signed by an authorized, responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Proposals by corporations/partnerships must be signed with the legal name of the corporation/partnership, followed by the signature and designation of the president or other person authorized to bind the corporation/partnership in this matter. When requested by District, satisfactory evidence of the authority of the officer signing on behalf of the corporation or partnership shall be furnished. A Vendor's failure to properly sign required forms may result in rejection of the Proposal.
- IV. Rights of District – 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 the Proposal opening date for its own convenience, to accept or reject any or all Proposals received in response to this RFP, or to cancel all or part of this RFP. District shall not be responsible for any costs or expenses incurred by a Vendor in the preparation and submission of a Proposal nor for any work performed pursuant to this RFP.
- V. Proposal Evaluation – Proposals will be examined and evaluated by a select number of District employees to determine if the Proposal meets the requirements set forth herein. The method by which Proposals are assessed shall be at the sole discretion of the District.

Vendors must confirm that they will enter into an Agreement with District including all terms, conditions, and requirements set forth herein. The process to be used by District to award an Agreement will be as follows:

- District staff will review, analyze and evaluate Proposals to determine the Proposals that meet the terms, conditions and specifications of this RFP. The evaluation committee shall recommend an award in the best interest of, and best value to, District based on the District's needs as set forth herein. The evaluation committee, at its sole discretion, may also contact and evaluate Vendor's references, contact any Vendor to clarify any response, contact any current users of Vendor's service, solicit information from any available source concerning any aspect of the RFP, and seek and review any other information deemed pertinent to the evaluation process. However, in no event shall Vendors be authorized to adjust or change the substantive terms offered in their proposals once submitted.
 - Any Proposal with significant omissions may be rejected.
 - District shall be the sole judge of whether the Services proposed meets the requirements of this RFP.
- VI. Vendor Interviews/Presentations – After the initial evaluation of Proposals, and if deemed necessary by District evaluation committee, Vendors whose Proposals are initially favorably rated may be offered an opportunity to give an oral presentation and answer questions from the evaluation team. The content of the oral presentation shall be determined by the District and announced to the selected Vendors prior to scheduling the presentation. Vendors shall be required to provide oral presentations at the District's convenience and may be penalized for failure to meet any timeline provided by the District. Nothing herein shall be construed as guaranteeing any Vendor the opportunity to provide an oral presentation.
- VII. Board Approval of Proposal and Agreement – In accordance with Education Code Section 81655, an Agreement is not valid and does not constitute an enforceable obligation against District unless and until approved or ratified by a Motion of the Governing Board, duly passed and adopted. No Vendor shall be entitled to any compensation for any work, service, product or equipment provided to the District (including any costs incurred to provide a response to this RFP or supply additional information requested by the District) for any reason unless and until a valid Agreement is approved by District's Board of Trustees nor shall any Vendor be entitled to rely on any statement or written document alleged to be a binding Agreement on the District unless and until such Agreement is approved by the Board of Trustees. In no event shall the awarded Vendor construe any oral statement as a binding Agreement or change to an existing Agreement unless accompanied by appropriate and approved written documentation.

END PROPOSAL INSTRUCTIONS

GENERAL TERMS AND CONDITIONS

1. **SAMPLE AWARD DOCUMENT** – The awarded Vendor will enter into an Agreement with District. A sample of the Agreement is provided in the “Sample Award Document” section of this RFP. The Terms and Conditions of the Sample Agreement are incorporated herein and made a part of these General Terms and Conditions. The District, at its sole discretion, reserves the right to modify or replace the Sample Award Document any way it deems necessary. However, Vendors must be prepared to execute the Sample Award Document, which incorporates all terms of this RFP, as it is presented herein. Unless explicitly stated herein, the terms of this RFP, and the Sample Award Document, supersede and control in the event the Vendor’s response includes any conflicting terms.
2. **DISTRICT’S PURCHASE ORDER** – The awarded Vendor will be issued a District Purchase Order.
3. **PROPOSAL EQUIPMENT, PRODUCT AND SERVICES** (referred to herein as either “Work” or “Service”) – All Work provided under this RFP shall meet or exceed the RFP Scope of Work and shall comply with all federal and California State laws governing their production, handling, processing and labeling. By submitting a Proposal, Vendor hereby warrants and represents that all Work offered herein will comply with all applicable regulations and shall be solely responsible in the event any Work or statement violates any such regulations. Acceptance of all Service shall be by the District. Failure to provide Service shall be considered sufficient cause for default action under the default provision of this RFP.
4. **EXAMINATION OF PROPOSAL DOCUMENTS** – Vendors shall thoroughly review and be familiar with these RFP Documents, including but not limited to, all Terms and Conditions, Scope of Work, Proposal Forms, and Sample Agreement. The failure or omission of any Vendor to receive or examine any of the Proposal Documents, forms, instruments, addenda or other documents shall not relieve such Vendor from any obligation with respect to the Proposal, the Agreement or Work required under the RFP. The District assumes no responsibility or liability to a Vendor for, nor shall the District be bound by any understandings, representations or agreements of the District’s agents, employees or officers concerning this RFP, including the Scope of Work, made prior to the execution of the Agreement. The submission of a Proposal shall be deemed prima facie evidence of the Vendor’s full compliance with requirements of this section.
5. **FAILURE TO PROVIDE A PROPOSAL** – If Vendor does not wish to provide a Proposal for a specific service required in the Fee Schedule, Vendor may mark "no Proposal" in the space provided.
6. **DISTRICT’S RIGHT TO MODIFY PROPOSAL DOCUMENTS** – Prior to the Proposal submission due date, the District expressly reserves the right to modify the RFP, including but not limited to, all Terms and Conditions, Scope of Work, and forms, or any portion(s) thereof by the issuance of written addenda via email and posted on District’s website at <https://www.taftcollege.edu/financial-reports-and-other-required-disclosures/?highlight=audit>, and disseminated to all Potential Vendors who have obtained a copy of the RFP. In the event the District shall modify any portion of the RFP, the Proposal submitted by any Vendor shall be deemed to include any and all modifications reflected in any addenda issued. Vendors are solely responsible for monitoring the District’s website to receive any such modifications or addenda provided by the District. The District offers to email copies of the Project Documents via email as a courtesy and therefore, Vendors cannot relay or assume they will receive all updates via email.
7. **ADDENDA OR BULLETINS** – Any addenda or bulletins issued during the Proposal process shall form part of the specifications issued to Vendors for the preparation of their Proposals and shall constitute part of the Proposal Documents. Vendor must acknowledge, in their Proposal, receipt and incorporation of any Addenda or bulletin.
8. **VENDOR MODIFICATIONS TO PROPOSAL** – Vendor changes in, or additions to, the Proposal Documents, recapitulations of the Work being proposed, alternative Proposals, or any other modification of the Proposal Documents which is not specifically called for or permitted may result in the District’s rejection of the Proposal. No oral or telephonic modifications of any Proposal will be considered.
9. **ACCEPTANCE / REJECTION OF PROPOSAL** – The District reserves the right to accept or reject any and all Proposals, to waive any informalities or irregularities in the Proposals or proposing, to be sole judge as to the merit and quality of the Service proposed including materials, products, equipment or services, and its compliance to the Scope of Work and the requirements and needs of District as set forth herein. Proposals may be rejected on grounds of non-responsibility, see “Award of Contract” below. Proposals are subject to acceptance or rejection

at any time within sixty (60) days after the designated time for submitting proposals has passed unless otherwise stipulated.

10. **WITHDRAWAL OF PROPOSAL** – A Vendor may withdraw its Proposal without prejudice prior to the designated time and date for proposal submissions by submitting a written, signed request to the District’s contact person and received by that person prior to the time designated for receipt of Proposals. If this occurs, the Proposal will be returned to Vendor unopened. Withdrawn Proposals may be resubmitted up to the designated time and date for proposal submissions provided that they are in full conformance with the RFP. A Vendor may not withdraw its Proposal for a period of one hundred eighty (180) days after the designated time and date for proposal submissions.
11. **NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES OR LIMITATIONS ON NUMBER OF ORDERS** – Upon award, successful Vendor shall keep sufficient stocks of equipment, supplies, products, staff, and service materials to insure prompt delivery and service schedules. District does not guarantee orders in any amounts shown in the RFP Documents, nor shall the District be required to limit its orders to only those figures. Vendors shall not specify minimum or maximum quantities or charges for specific order types.
12. **PRICING** – Pricing on the Proposal shall be net including all discounts. In the event of inconsistencies in pricing on the Proposal, District will look to the written amount and reserves the right, at the District’s sole discretion, to reject a Proposal with such inconsistency as “non-responsive”. Cash discounts, if any, will not be calculated in determining the lowest Vendor. When applicable, the extensions of unit prices for quantities indicated and the lump sum prices stated by the Vendor must be entered in figures in the spaces provided in the Proposal Documents. If unit price and extension are shown and there is a discrepancy between the two, the unit price will be considered correct and shall be binding on Vendor. All pricing provided by Vendor will remain valid and shall not change throughout the entire Term of the Agreement. In the event of a general price decrease, District reserves the right to revoke the Proposal award unless the decrease is passed on to the District.
13. **SUBSTITUTIONS** – All Work proposed must conform to the Scope of Work set forth in Proposal Documents. The District reserves the right to reject all Proposals that do not conform to the Scope of Work. If Vendor does not indicate clearly and in writing that the Work proposed is other than that specified in the RFP (“Equivalent Proposal”), it is understood that Work proposed is as specified. District shall give full consideration to any Equivalent Proposal by determining if such Equivalent Proposal meets the requirements and needs of District as set forth herein. Any Vendor with an Equivalent Proposal must demonstrate why such Equivalent Proposal meets the requirements herein. Proposals varying from District’s RFP in significant detail from the specifications set forth herein are not solicited and may be disqualified at District’s sole discretion and regardless of Vendor’s analysis. The District’s opinion shall be final.
14. **OR EQUAL** – Pursuant to Section 3400 of Public Contract Code, all specifications shall be deemed to include the words “or equal”, provided however that permissible exceptions hereto shall be specifically noted in the specifications, if applicable. District reserves the sole discretion to determine acceptability and equivalency of Service proposed.
15. **NOTICE OF INTENT TO AWARD CONTRACT** – Within forty-five (45) calendar days following the designated time and date for proposal submissions, the District intends to issue a Notice of Intent to Award Contract, identifying the name of Vendor(s) to whom the District intends to award the Agreement(s) and the date of the District’s Board of Trustees meeting at which the Board will entertain a motion for award of the Agreement. Such Notice will be sent to all Vendors submitting a Proposal. The District may, in its sole and exclusive discretion, elect to shorten or extend the time for its issuance of the Notice of Intent to Award Contract.
16. **FAILURE TO ENTER INTO CONTRACT** – If, upon Notice of Intent to Award Contract by the District, Vendor fails to enter into the Agreement within the specified time period, the pending award will be annulled. An award may be made to another Vendor who shall fulfill every stipulation as if it were the party to whom the first award was made.
17. **EXECUTION OF THE AGREEMENT** – The awarded Vendor(s) shall execute a written Agreement with the District within ten (10) working days after Notice of Intent to Award Contract has been sent. The Agreement shall be made in the form adopted by the District and incorporated in this RFP unless the District, at its sole discretion, elects to modify or replace the Agreement. The awarded Vendor warrants that awarded Vendor possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the Work in compliance with all federal, state, county, city and District guidelines, including Board policies and

regulations which are applicable, and District will not accept, nor be bound by, any proposed Agreement or Agreement language included in any arrangement.

18. **COMMENCEMENT DATE AND DELIVERY DATE** – Actual commencement shall be coordinated with the District but shall be in accordance with that specified in the Proposal Documents. District shall reject all Proposals, regardless of price, that fail to affirmatively and clearly indicate ability to deliver the Work within the required time. **Give careful attention to any required commencement dates of services included in the RFP.**
19. **FAILURE TO FULFILL AGREEMENT** – Should awarded Vendor fail to deliver any Work or shall deliver any Work which does not conform to the Scope of Work, the District may, at its sole discretion, annul and set aside the Agreement entered into with said Vendor, either in whole or in part, and make and enter into a new Agreement for the same services in such manner as seems to the District to be to the best advantage of the District. Any failure to furnish such Work by reason of the failure of Vendor, as above stated, shall be a liability against such Vendor. The District reserves the right to cancel any Work which the awarded Vendor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of Vendor provided satisfactory proof is furnished to the District, if requested.
20. **LIQUIDATED DAMAGES** – If all Work is not delivered in accordance with the Agreement by fault of the Vendor, it is understood that the District will suffer damages. It is agreed that Vendor shall pay to District as fixed and liquidated damages, and not as a penalty, the sum equal to the amount of actual loss incurred by the District as a result. This amount shall be deducted from any payments due or to become due to awarded Vendor. Awarded Vendor shall be liable for the amount thereof. Time extensions may be granted by District through written notification at its sole discretion upon written request from awarded Vendor. The awarded Vendor shall not be assessed liquidated damages for any delay in delivery if such delay is caused by a failure of District.
21. **USE OF AGREEMENT BY OTHER AGENCIES-“PIGGYBACK” PROVISION** – Other public agencies in the State of California (city, special district, public authority, public agency, school district or other political subdivision of the State of California) may wish to procure items per the terms and conditions as specified in this RFP. Any agency(ies) utilizing the Agreement resulting from this RFP will deal directly with the successful Vendor and not through the District. District waives its right to require such other entities to draw their warrants in the favor of the District and authorizes each district to make payment directly to the successful Vendor. District shall incur no financial responsibility in connection with a purchase order from another public entity. **Vendor must “Grant” or “Not Grant” this Piggyback Provision in the “Certifications and Affidavits” pages in the Proposal Forms section of this RFP.** Vendor’s granting or not granting of the Piggyback Provision will **not** be a factor in the award. The District in no way warrants the legal sufficiency of this RFP to be used by other entities and shall in no event be held liable or responsible for any claim, damage, or cost arising from or relating to the use of the RFP pursuant to this Section.
22. **DAMAGE REPAIRS** – The awarded Vendor shall be responsible to repair damage to District property caused by Vendor, Vendor’s employees and/or Vendor’s subcontractors. Repair work shall be done promptly within a reasonable time period restoring damaged property to original condition at no cost to District.
23. **ACCESSIBILITY OF INFORMATION TECHNOLOGY** - Vendor hereby warrants that the products to be provided under this Agreement comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Vendor further agrees to indemnify and hold harmless the West Kern Community College District, the Chancellor’s Office of the California Community Colleges, and any California Community College District using Vendor’s services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of Agreement.
24. **PROPOSAL PROTEST** – Any Vendor submitting a Proposal to the District may file a protest of the District’s Notice of Intent to Award Contract, provided that each and all of the following are complied with:
 - a. the Proposal protest is in writing;
 - b. the Proposal protest is filed and received in the Administrative Services Department not more than five (5) calendar days following the date of issuance of the District’s Notice of Intent to Award Contract; and
 - c. the written Proposal protest sets forth, in detail, all grounds for the Proposal protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds

for the Proposal protest. Any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

Proposal and/or Proposal protests cannot be accepted via facsimile (FAX).

Any Proposal protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that the Proposal protest is filed in strict conformity with the foregoing, the District's Executive Vice President of Administrative Services, or such individual(s) as may be designated in his/her discretion, shall review and evaluate the basis of the Proposal protest, and shall provide a written decision to Vendor submitting the Proposal protest, and concur with or deny the Proposal protest. The written decision of the District's authorized representative shall be final and not be subject to reconsideration or appeal with the District or the District's Board of Trustees. Vendor shall not seek judicial relief, in any form, relative to the District's Intent to Award the Contract, or the protest thereof, unless the foregoing Proposal protest procedure has been strictly and timely complied with by the Vendor. The issuance of a written decision by the District's authorized representative shall be an express condition precedent to the institution of any legal proceeding relative to the Proposal process, the District's Notice of Intent to Award Contract or the District's determination to reject all Proposals. In the event that any legal proceeding shall be instituted relative to the Proposal process, the District's Notice of Intent to Award Contract or the District's determination to reject all Proposals and the District is named as a party therein, the prevailing party(ies) in any such legal proceeding, including any appeals therefrom, shall recover from the other party(ies) to such legal proceedings, all costs, all attorney's fees and costs incurred in connection with all such proceedings.

25. **PUBLIC RECORDS** – Proposal and other documents responding to the RFP become the exclusive property of the District upon submittal of same to the District. At such time as the District shall issue the Notice of Intent to Award Contract, pursuant to the paragraph, "Notice of Intent to Award Contract" above, all Proposals and other documents submitted to the District become a matter of public record and shall thereupon be considered public records, except for information contained in such Proposals deemed to be trade secrets (as defined in California Civil Code, Section 3426.1) and information provided in response to the District's pre-qualification questionnaire, if used. A Vendor should not indiscriminately mark all or most of the Proposal as exempt from disclosure as a public record, whether by the notations "Trade Secret", "Confidential" or "Proprietary". District, at its sole discretion, shall determine whether the information or documents provided by Vendor are required to be made available as a public record based on applicable law, regardless of whether Vendor claims or marks the information as confidential or otherwise protected from disclosure. The District shall in no way be liable or responsible for the disclosure of such records, including those exempt from disclosure, if disclosure is required by law, an Order of the Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Proposals are deemed to be a matter of public record, pursuant to the above, any Vendor or other party shall be allowed access for inspection of such Proposals immediately following the opening of Proposals. In the event the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Proposal deemed exempt from disclosure hereunder, the Vendor submitting materials sought by such action or proceeding agrees, upon submission of its Proposal to the District for consideration, to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation, attorney's fees arising therefrom. Further, in such event, the party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a Court of competent jurisdiction.

END OF GENERAL TERMS AND CONDITIONS

PROPOSAL FORMS

RFP # WKCCD 1819-101
INDEPENDENT AUDIT SERVICES

Complete forms and include responses in this section as part of
Proposal response and return in sealed envelope/box.

Refer to
Proposal Instructions section of RFP

Note: Faxed or other forms of electronically-transmitted Proposals will be rejected.

Proposal: One (1) complete electronic version on a USB flash drive, one (1) original printed document, and **eight (8)** copies of the Proposal and attachments shall be **securely sealed in an envelope or box** and be delivered no later than **designated time and date for proposal submissions:**

March 29, 2019 at 3:00 p.m. (PST):

Deliver to: West Kern Community College District
Attn: Brock McMurray
Office of Administrative Services
29 Cougar Court
Taft, CA 93268

Clearly written on the outside:

- **Proposal name**
- **Proposal number**
- **Vendor's Name**
- **Proposal due date and time**

District is not responsible for late Proposals or for Proposals delivered to any other location. This **sealed envelope/box** must be received in the quantities and at the location stated above.

WARNING

DO NOT TAMPER WITH NOR ALTER ANY OF THE PROPOSAL DOCUMENTS. ANY TAMPERING WITH, OR ALTERING OF, PROPOSAL DOCUMENTS WILL AUTOMATICALLY RENDER PROPOSAL AS "NON-RESPONSIVE" AND IT WILL BE REJECTED. THIS ELECTRONIC VERSION IS PROVIDED FOR VENDOR TO PRINT ONLY. AFTER PRINTING, VENDOR SHALL ENTER REQUIRED INFORMATION EITHER TYPED OR HANDWRITTEN. TYPING RESPONSES IN ADOBE IS ALLOWABLE AS LONG AS THE RFP VERBIAGE IS NOT ALTERED. DO NOT ATTEMPT TO INPUT RESPONSES ELECTRONICALLY AS THAT WILL BE CONSIDERED TAMPERING WITH AND/OR ALTERING OF THE PROPOSAL DOCUMENTS.

PROPOSAL RESPONSE COVER SHEET
This Sheet Must Be Submitted With Proposal

PROPOSAL SUBMISSION DUE DATE AND TIME: March 29, 2019 AT 3:00 PM (PST)

Electronic and faxed responses will not be accepted.

☐ **RFP #WKCCD 1819-101 INDEPENDENT AUDIT SERVICES**

Please propose your lowest prices for the Services for which you are proposing on the attached specification sheet(s). Before preparing your Proposal, read thoroughly and acquaint yourself with the Scope of Work, Proposal Documents and forms of this RFP.

A complete Proposal will be submitted in the following sequence pursuant to the "Proposal Instructions" section of this RFP and shall include, but not be limited to, the following completed documents:

1. Cover Letter
2. Proposal Response Cover Sheet
3. Proposal
4. Written response to Vendor Questionnaire
5. Fee Schedule
6. Proposal Forms:
 - Vendor Information and Signatory Page
 - Contract Terms and Conditions
 - Additions, Deletions, and/or Exceptions
 - Background, Experience and References form
 - Certifications and Affidavits

Upon award of contract, awarded Vendors must sign District's Professional Services Agreement, see sample provided in the Proposal Award section of this RFP.

For further information, contact the Office of Business Services at cbelcher@taftcollege.edu.

<p>I, the undersigned, hereby propose and agree to furnish and deliver Work in accordance with the Scope of Work, Terms and Conditions, Proposal Documents and forms of this RFP. I have reviewed all the requirements to provide the Work set forth in the RFP, including, but not limited to, District's Scope of Work and Proposal documents and hereby represent and warrant that Vendor has the capacity and ability to provide all Service required by RFP.</p> <p>I, the undersigned, certify I am thoroughly familiar with the contents of this RFP and am authorized to represent the Proposing Vendor.</p>		
Vendor Name		
Authorized Signature		Date
Print Name	Print Title	

PROPOSAL

TO: THE GOVERNING BOARD OF WEST KERN COMMUNITY COLLEGE DISTRICT

FROM: (Vendor's Name) _____

The undersigned, having carefully examined all Request for Proposals ("RFP") Documents, including but not limited to the Scope of Work, Proposal Instructions, Proposal Forms, all Terms and Conditions and Sample Agreement for:

RFP #WKCCD 1819-101 INDEPENDENT AUDIT SERVICES

hereby proposes and agrees to furnish all equipment, services, apparatus, tools, transportation, labor and materials, including cabling and connectors, necessary to complete the above-named Work in strict conformity with the Scope of Work and Proposal Documents including, if applicable, Work specified in the following addenda, and/or amendments if applicable:

Addendum # _____, dated _____ **Addendum #** _____, dated _____

Addendum # _____, dated _____ **Addendum #** _____, dated _____

Amendment # _____, dated _____ **Amendment #** _____, dated _____

Vendor shall furnish and deliver Services specified in the "Vendor Questionnaire", attached hereto and made a part hereof, and all applicable permits and licenses.

Vendor acknowledges the selection of Vendor rests with District. After submission and evaluation of Proposals, District reserves the right to invite participating Vendors to discuss the Proposal options and to clarify and agree upon mutual issues.

It is understood that this Proposal shall remain open and not be withdrawn for the period specified in the RFP.

The required Proposal security is hereto attached, if applicable.

Non-Collusion – by signing and submitting this Proposal, I/We declare under penalty of perjury under the laws of the State of California that the price(s) quoted were arrived at independently. Neither the Proposal price nor the approximate amount of the Proposal has been disclosed to other Vendors or potential Vendors. Furthermore, I/We attest that no attempt has been made or will be made to induce any other entity to refrain from submitting a Proposal or to submit any complementary Proposal on the proposed Contract and that this Proposal is made in good faith.

The undersigned fully understands that a contract is formed upon the acceptance of this Proposal by District's Board of Trustees, and the undersigned further agrees that upon request, he/she will promptly execute and deliver to District a written memorial of the contract together with Performance Bond, if applicable, and other required documents.

IMPORTANT NOTICE: If Vendor or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of Vendor, also names of all individual co-partners composing Vendor; if Vendor or other interested person is an individual, state first and last names in full. This document must list names of person or persons authorized to bind the proposing organization.

If Vendor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of _____ and that _____, whose title is _____, is authorized to act for and bind the corporation.

It is understood and agreed that, should Vendor fail or refuse to return executed copies of the Agreement, required Bond(s) and other documents and certifications to District within ten (10) days of actual notice of the Award of the Contract to Vendor, then the security, if applicable, may be forfeited to District as liquidated damages.

Name of Vendor: _____

Organization Type
(check one): Corporation Partnership Sole Proprietor Other: _____

Authorized
Signature _____

Print Name _____

Print Title _____

Date _____

Vendor Address: _____

City, State, Zip: _____

Tele _____ Fax _____

Email _____

Address _____

If Vendor is a corporation, affix corporate seal:

VENDOR QUESTIONNAIRE

Vendor shall complete the Vendor Questionnaire and submit full and complete responses as part of Vendor's Proposal. Reply on a separate sheet(s) to all points on the Questionnaire. Responses must **be identified by the corresponding alpha/numeric** as the manner of submission is essential to permit effective evaluation.

Proposal Response Requirements

A. Letter of Transmittal – The letter of transmittal should contain the following information:

1. Provide a statement of the Vendor's qualifications as they relate to the Scope of Work.
2. A positive commitment to perform the services within the time period specified.
3. The names of persons authorized to represent the Vendor, their title, the address and the telephone number.

B. Profile of Vendor – Include general background information, such as:

1. Company Background
2. Size of the company and whether it is local, regional, national, or international in operations.
3. Location of all company offices and the location of the office from which the services are to be completed. Indicate state(s) in which Vendor is licensed and practices.
4. A description of the range of activities for the office that would be assigned to this contract such as non-profit and governmental auditing, accounting, tax service, or management services.
5. A positive statement with an affirmation that Vendor satisfies the following mandatory criteria:
 - a. Properly licensed for practice as a Certified Public Accounting firm in the State of California.
 - b. Audit shall be made by certified public accountants licensed by the California Board of Accountancy.
 - c. Meets the independence requirements of the Standards for Audit of Governmental Organizations, Programs, Activities and Functions, 1981 revision, published by the U.S. General Accounting Office.
 - d. Does not have a Record of Substandard Audit work.
 - e. Meets all specific requirements imposed by state or local law or rules and regulations.
6. Indicate prior experience in delivering the type, scope, and magnitude of Services solicited under this RFP, specifically working with a diverse workplace.
7. List and describe any claims or lawsuits that have been made against Vendor, owners or affiliates in the past five (5) years.

C. Technical Ability to Perform Services – The technical experience and qualifications of the Vendor should include the following information:

1. Annual District Financial Audit.
 - a. A list of California school district/community college district clients for whom Vendor has performed auditing services in the past two (2) years that included preparation of a GASB compliant audit report.
 - b. Provide the names and telephone numbers of client officials responsible for the audits listed.
 - c. Include local, state, and national reputation for quality work performed in the public sector.
2. Annual General Obligation Bond Audit.
 - a. A list of California school district/community college district clients served in the past two (2) years for whom Vendor has performed bond fund performance and financial audits, specifically in accordance with Proposition 39 requirements.
 - b. Provide the names and telephone numbers of client officials responsible for the audits listed.
3. Annual Foundation Financial Audit.
 - a. A list of California community college district auxiliary foundation clients served in the past two (2) years for whom Vendor has performed 501 (c)(3) general financial audits and prepared their Return of Organization Exempt from Income Tax (Form 990) and their California Exempt Organization Annual Information Return (Form 199).
 - b. Provide the names and telephone numbers of client officials responsible for the audits listed.
4. Assigned Staff For All Audit Services.
 - a. Number of professional staff for each staff level employed at offices.

- b. Identify the audit partners, managers and field supervisors, and other staff who will work on the Services, including staff from other than the local office.
- c. Resumes including relevant experience and continuing education for the auditor in charge. Include individuals with final responsibility for the engagement. (The resumes may be included as an appendix).

D. Additional Information – Additional information should include Vendor’s approach to audits and any additional information that Vendor deems appropriate to assist in evaluating the Proposal submitted.

- 1. Provide a statement of understanding of the services requested, including a narrative and work plan outlining an approach for addressing the requirements of the RFP. The work plan should describe in detail all necessary processes, procedures, responsibilities, services, and timetables as applicable. The work plan should also address the main areas of focus for each audit segment, anticipated dates and the estimated duration of time required for each on site audit visit, time estimates for each significant segment of the work and the staff level to be assigned. Where possible, individual staff members should be named and their titles provided. The planned use of specialists should be specified.
- 2. Provide a detailed listing of supplemental worksheets and schedules, which District staff will be expected to complete for each audit engagement listed in the RFP.
- 3. Describe Vendor’s approach as to how the transition from the District’s current audit firm to new Vendor will be achieved.
- 4. Describe how Vendor will provide consistent service while rotating personal to ensure objective results.
- 5. Discuss ability to provide additional auditing, accounting, or management consulting services and provide a summary of specific projects completed both in the public sector and specifically for school districts/community college districts in the Los Angeles County area.

Upon completion of the initial evaluation of all Proposals, the top scoring Vendors may be contacted to participate in an interview process held at District’s campus during the Reference Verification/Interview period (April 8, 2019 – April 12, 2019).

Please note: All responses are subject to the Public Records Act. All information provided, unless specifically marked “Confidential – Not to be disclosed,” could be shared with another party.

END OF VENDOR QUESTIONNAIRE

FEE SCHEDULE

The prices submitted herein shall be in accordance with all terms, conditions, specifications, and requirements stated within the RFP documents herein. District will award the RFP to one (1) qualified Vendor that meets the specifications and criteria stipulated in this RFP.

Please submit pricing in the spaces provided below.

<u>Description</u>	<u>Contract Period</u>		
Annual District and Foundation Financial Audit	2018-2019	Maximum Cost	\$ _____
	2019-2020	Maximum Cost	\$ _____
	2020-2021	Maximum Cost	\$ _____
Annual General Obligation Bond (Measure A) Financial Audit	2018-2019	Maximum Cost	\$ _____
	2019-2020	Maximum Cost	\$ _____
	2020-2021	Maximum Cost	\$ _____
Annual General Obligation Bond (Measure A) Performance Audit	2018-2019	Maximum Cost	\$ _____
	2019-2020	Maximum Cost	\$ _____
	2020-2021	Maximum Cost	\$ _____
Annual preparation of Return of Organization Exempt Income Tax (Form 990) & California Exempt Organization Annual Information Return (Form 199)	2018-2019	Maximum Cost	\$ _____
	2019-2020	Maximum Cost	\$ _____
	2020-2021	Maximum Cost	\$ _____

Hourly rates for additional services that are not included in the original scope of work:

- Partner \$ _____
- Manager \$ _____
- Senior Staff \$ _____
- Junior Staff \$ _____
- Other Staff \$ _____
- Other Staff \$ _____

END OF FEE SCHEDULE

VENDOR INFORMATION AND SIGNATORY PAGE

LEGAL ENTITY TO WHICH CONTRACT TO BE AWARDED IF YOU ARE THE AWARDED VENDOR		
BUSINESS NAME		
BUSINESS ADDRESS		
CITY, STATE, ZIP		
TELEPHONE NUMBER		
TYPE OF BUSINESS	<input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> LLC <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> OTHER:	
BUSINESS TAX ID #		
BUSINESS LICENSE	Issuing City, St	License Number:
# OF YEARS IN BUSINESS		
HAS BUSINESS CHANGED NAMES IN PAST 3 YEARS? <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, PROVIDE FORMER NAME(S):	
BUSINESS OWNER CONTACT INFORMATION		
OWNER NAME		
	Telephone #	Email Address
PRIMARY CONTACT INFORMATION, if different than above		
CONTACT NAME		
CONTACT TITLE		
ADDRESS		
CITY STATE, ZIP		
	Telephone #	Email Address
TECHNICAL SUPPORT CONTACT INFORMATION		
CONTACT INFORMATION	Telephone #	Email Address

DO NOT TAMPER WITH NOR ALTER ANY OF THE PROPOSAL DOCUMENTS. ANY TAMPERING WITH, OR ALTERING OF, PROPOSAL DOCUMENTS WILL AUTOMATICALLY RENDER PROPOSAL AS "NON-RESPONSIVE" AND IT WILL BE REJECTED. THIS ELECTRONIC VERSION IS PROVIDED FOR VENDOR TO PRINT ONLY. AFTER PRINTING, VENDOR SHALL ENTER REQUIRED INFORMATION EITHER TYPED OR HANDWRITTEN. TYPING RESPONSES IN ADOBE IS ALLOWABLE AS LONG AS THE RFP VERBIAGE IS NOT ALTERED. DO NOT ATTEMPT TO INPUT RESPONSES ELECTRONICALLY AS THAT WILL BE CONSIDERED TAMPERING WITH AND/OR ALTERING OF THE PROPOSAL DOCUMENTS.

The above business, contact and technical information is true and correct. Further, I have read and understand that there can be no tampering with, or altering of, the Proposal documents. Below is the name and signature of the individual authorized to complete, sign and submit this Proposal.

Signature	
Print Name	Print Title
Telephone #	Email Address

CONTRACT TERMS AND CONDITIONS

Each Vendor must state below whether it accepts the attached standard form of District agreement (“Agreement”). Any exceptions must be included, if at all, with Vendor’s Proposal submission.

NOTE: Exceptions taken to terms and conditions may be a negative factor in evaluation of Vendor’s Proposal or disqualification.

Initial the Appropriate Choice, below:

_____ Vendor **accepts** the form of Agreement **without exception**.

OR

_____ Vendor proposes **exceptions/modifications** to the form of Agreement. If this choice is selected, Vendor shall:

1. Summarize any and all exceptions to the form of Agreement in this form, and
2. Enclose both a “red-lined” version of the Agreement, which clearly shows each proposed exception/modification, and
3. Provide a written explanation to substantiate each proposed exception/modification.

Vendor hereby agrees to the terms listed above. Below is the name and signature of the individual authorized to complete, sign and submit this Proposal.	
Signature	
Print Name	Print Title
Telephone #	Email Address

BACKGROUND, EXPERIENCE AND REFERENCES

- District expressly reserves the right penalize the Proposal of any Vendor who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such penalty would, if applicable, be based upon the principle that Vendor poses a substantial risk of being unable to complete the Work in a cost-effective, professional and timely manner and District will comply with applicable law to find Vendor “non-responsible”. District, at its sole discretion, shall establish the criteria to be assessed when determining if a Proposal should be penalized based on Vendor’s potential inability to perform the Work and/or meet the needs of District.
- In performing the above-described responsibility determination, District reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory state Boards and agencies, Dunn and Bradstreet credit reports, inquiries to companies and public entities for which Vendor has previously performed Work, reference checks and examination of all public records.
- **Vendor must provide three (3) references, preferably a minimum of one (1) from a higher education institution, and two (2) from other higher education institutions or public entities.** Vendors may be asked to coordinate meetings or site visits between the evaluation committee and reference account contacts.

VENDOR TO COMPLETE FOLLOWING: FAILURE TO FURNISH REFERENCES IN THE FOLLOWING FORMAT MAY CAUSE PROPOSAL TO BE REJECTED AS NON-RESPONSIVE. ADDITIONAL PAGE MAY BE USED. IDENTIFY RESPONSES TO MATCH THE REFERENCE # BELOW.

REFERENCE #1 – Preferably Higher Education Institution

District or Entity:	
Name of Contact:	
Address:	
Phone # of Contact:	
Scope of Work and \$\$ Amount:	

REFERENCE #2 –

District or Entity:	
Name of Contact:	
Address:	
Phone # of Contact:	
Scope of Work and \$\$ Amount:	

REFERENCE #3

District or Entity:	
Name of Contact:	
Address:	
Phone # of Contact:	
Scope of Work and \$\$ Amount:	

Vendor's Name			
Authorized Signature	_____	Date	_____
Print Name	_____	Print Title	_____

CERTIFICATIONS AND AFFIDAVITS

After reading EACH of the following sections, Vendor must enter requested information, then compete and sign the signature box at the end of this section certifying awareness and compliance with EACH section.

1. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY.** (applicable to all agreements funded in part or whole with federal funds).
 - a. By executing this contractual instrument, Vendor agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98).
 - b. By executing this contractual instrument, Vendor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Vendor’s present responsibility;
 - 3) Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2. above, of this certification;
 - 4) Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
 - 5) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
 - 6) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

2. **“PIGGYBACK” PROVISION.** It is the intent of District that, pursuant to Public Contract Code Sections 20118 and 20652, other public agencies (city, special district, public authority, public agency, school district or other political subdivision of the State of California), may utilize the provisions of this Proposal pursuant to the specifications set forth herein. District waives its right to require such other entities to draw their warrants in the favor of District and authorizes each agency to make payment directly to the successful Vendor. District shall incur no financial responsibility in connection with a purchase order from another public entity. Vendor’s agreement or failure to agree to the "piggyback" provision **will not** be a factor in the award. This piggyback will remain available for the duration of Proposal Bid award. The District in no way warrants the legal sufficiency of this RFP to be used by other entities and shall in no event be held liable or responsible for any claim, damage, or cost arising from or relating to the use of the RFP pursuant to this Section. Check one of the following:

Piggyback provision GRANTED	Piggyback provision NOT GRANTED
------------------------------------	--

3. **NON-DISCRIMINATION CERTIFICATION.** Vendor, hereby certifies that in performing work or providing services for District, there shall be no discrimination in its hiring or employment practices because of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status, except as provided for in Section 12940 of the California Government Code. Vendor shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.
4. **WORKERS’ COMPENSATION INSURANCE STATEMENT.** Vendor is aware that California Labor Code §3700(a) and (b) provides: “Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State;
- b. By securing from the Director of Industrial Relations a Certificate of Consent to Self-Insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

Vendor is aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of this Contract.

5. **NON-COLLUSION DECLARATION.** (PUBLIC CONTRACT CODE SECTION 7106) –By executing and submitting a proposal, Vendor hereby declares the following: The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. Vendor has not directly or indirectly induced or solicited any other Vendor to put in a false or sham Proposal. Vendor has not directly or indirectly colluded, conspired, connived, or agreed with any Vendor or anyone else to put in a sham Proposal, or to refrain from Proposing. Vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of Vendor or any other Vendor, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Vendor. All statements contained in the Proposal are true. Vendor has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof, to effectuate a collusive or sham Proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Vendor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of Vendor.

6. **DRUG-FREE WORKPLACE CERTIFICATION.** I am aware of the provisions and requirements of California Government Code §8350, et seq, the Drug-Free Workplace Act of 1990.

I am authorized to certify, and do certify, on behalf of Vendor that a drug-free workplace will be provided by Vendor by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Vendor’s workplace and specifying actions which will be taken against employees for violation of the prohibition;
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) Vendor’s policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (a), above, and that as a condition of employment by Vendor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

Vendor agrees to fulfill and discharge all of Vendor’s obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace; (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

Vendor and I understand that if District determines that Vendor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Vendor and I further understand that, should Vendor violate the terms of the Drug-Free Workplace Act of 1990, Vendor may be subject to debarment in accordance with the provisions of California Government Code §8350, et seq.

Contract and I acknowledge that Vendor and I are aware of the provisions of California Government Code §8350, et seq, and hereby certify that Vendor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

7. **REQUIREMENTS FOR ACCESSIBILITY FOR PERSONS WITH DISABILITIES.** Vendor agrees that it will adhere to the following requirements, which are the same requirements that the each California Community College must adhere to when they requested funding under this Grant.
- a. Vendor agrees that it complies with the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
 - b. Vendor, upon request, agrees that it shall make any materials produced available in Braille, large print, electronic text, or other appropriate alternate format. Vendor shall establish policies and procedures to respond to such requests in a timely manner and is permitted to charge a separate fee for aforementioned services.
 - c. All data processing, telecommunications, and/ or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Vendor, whether purchased, leased or provided under some other arrangement for use in connection with this RFP, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
 - d. Design of computer or web-based instructional materials shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>).
 - e. Vendor shall respond, and shall require its subcontractors to respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.
 - f. Vendor and its subcontractors shall indemnify, defend, and hold harmless District, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.

8. **CERTIFICATION REGARDING LOBBYING - FOR CONTRACTS, GRANT, LOANS AND COOPERATIVE AGREEMENTS.** This Certification is required for Proposals of \$100,000 or more pursuant to 31 U.S.C. 1352

The undersigned certifies, to the best of his/her knowledge and belief, that:

- a. No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative Agreement.
- b. If any funds other than Federal appropriated funds have been paid, or will be paid, to any person officer or employee of Congress, or an employee of a Member of congress in connection with this Federal contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure of Lobbying Activities”, in accordance with this instruction.
- c. The undersigned shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrant and contracts under grants, loans and cooperative Agreements) and that all subrecipients shall certify and disclose accordingly.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than Eleven Thousand Dollars (\$11,000) and not more than One Hundred Ten Thousand Dollars (\$110,000) for each such failure.

CHECK appropriate box:

No non-Federal funds have been used, or are planned to be used for lobbying in connection with this application/award/contract.

Attached is a Standard Form LLL, "Disclosure of Lobbying Activities", which describes the use (past or planned) of non-Federal funds for lobbying in connection this is application/award/contract.

Not Applicable – Proposal is not \$100,000 or more.

CERTIFICATION AND AFFIDAVITS SECTION – By signing below, the undersigned, certifies (1) having read each and every Certifications and Affidavit above, (2) having provided truthful responses and (3) Vendor is in compliance with each and every one of the above as required. Further, Vendor declares and certifies that the representations made herein are made under penalty of perjury under the laws of the State of California.

Vendor's Name	_____		
Authorized Signature	_____	Date	_____
Print Name	_____	Print Title	_____

END CERTIFICATIONS AND AFFIDAVITS SECTION

PROPOSAL SUBMISSION CHECKLIST

Vendor certifies by signature below that the following documents are included in the Proposal submittal, fully completed in accordance with the proposal requirements:

- _____ This Proposal Submission Checklist
- _____ Cover Letter
- _____ Proposer Response Cover Sheet
- _____ Proposal signed by Authorized Representative
- _____ Written Response to Vendor Questionnaire
- _____ Fee Schedule
- _____ Vendor Information and Signatory Page
- _____ Contract Terms and Conditions
- _____ Additions, Deletions, and/or Exceptions
- _____ Background, Experience and References form
- _____ Certifications and Affidavits

Vendor shall submit one (1) complete electronic version on a USB flash drive, one (1) original printed document, and **eight (8)** copies of the Proposal and attachments shall be **securely sealed in an envelope or box** and be delivered no later than **Proposal Submission Due Date and Time:**

March 29, 2019 at 3:00 p.m. (PST)

END PROPOSAL SUBMISSION CHECKLIST SECTION

**SAMPLE
AWARD DOCUMENT**

**Only Awarded Vendor(s)
Are Asked to Sign an Agreement**

**INDEPENDENT AUDIT SERVICES
RFP #WKCCD 1819-101**

Sample Agreement in this Section - The awarded Vendor will be expected to enter into the Agreement in this Section subject to revisions provided at the sole discretion of District. Vendors may submit a request for alternative terms and conditions in writing with its Proposal. However, Proposals that are contingent upon any changes to the District's terms and conditions may be rejected as non-responsive. Vendors may suggest or request changes but any such request will put Vendor at a competitive disadvantage in the Proposal evaluation process. Further, the District reserves the right to reject Proposals which are materially different from the requirements of this Request for Proposal ("RFP"). If Vendor does not submit any written changes with its Proposal, the Proposal will be confirming that it can and will enter into the Sample Agreement "as is" unless District requires changes, at its sole discretion.

WARNING

DO NOT TAMPER WITH NOR ALTER ANY OF THE PROPOSAL DOCUMENTS. ANY TAMPERING WITH, OR ALTERING OF, PROPOSAL DOCUMENTS WILL AUTOMATICALLY RENDER PROPOSAL AS "NON-RESPONSIVE" AND IT WILL BE REJECTED. THIS ELECTRONIC VERSION IS PROVIDED FOR VENDOR TO PRINT ONLY. AFTER PRINTING, VENDOR SHALL ENTER REQUIRED INFORMATION EITHER TYPED OR HANDWRITTEN. TYPING RESPONSES IN ADOBE IS ALLOWABLE AS LONG AS THE RFP VERBIAGE IS NOT ALTERED. DO NOT ATTEMPT TO INPUT RESPONSES ELECTRONICALLY AS THAT WILL BE CONSIDERED TAMPERING WITH AND/OR ALTERING OF THE PROPOSAL DOCUMENTS.

PROFESSIONAL SERVICES AGREEMENT EXAMPLE

WEST KERN COMMUNITY COLLEGE DISTRICT

INDEPENDENT AUDIT SERVICES

[INSERT CONTRACTOR'S NAME]

[INSERT EFFECTIVE DATES]

This Professional Services Agreement ("Agreement") is made this [INSERT EFFECTIVE DATE], by and between the West Kern Community College District, a California community college district and political subdivision of the State of California, ("District") and [INSERT CONTRACTOR'S NAME], ("Contractor"). District and Contractor are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of specialized services and advice, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

1. Scope. Contractor shall provide within the contract time for the contract pricing, subject to adjustments thereto pursuant to the Request for Proposal ("RFP") Documents, including but not limited to Scope of Work, all terms and conditions, all Proposal Forms, Proposer Questionnaire and Fee Schedule. Contractor shall perform and provide, at Contractor's expense, all necessary labor, product, materials, supplies, tools, equipment, utilities, services and transportation necessary to complete in a professional manner all of the work required in connection with the product, equipment and/or services (referred to herein as either "Work" or "Service" or "Services") commonly referred to as:

RFP #WKCCD 1819-101: INDEPENDENT AUDIT SERVICES

Contractor shall provide the Work per the Scope of Work, Specifications and all Terms and Conditions covered by RFP Documents (which include all documents submitted by Contractor to the District in response to the RFP ["RFP Response"] included by reference hereto and are binding upon the Parties to this Agreement) and as enumerated in paragraphs below along with modifications and addenda thereto, as applicable. To the extent any of the terms or conditions set forth in Contractor's RFP Response conflict with or contradict the terms in this Agreement and/or the RFP Documents, the Agreement and the RFP Documents shall control.

Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession. Contractor agrees and understands that District does not and will not take any responsibility for the storage, archiving or distribution of Contractor's instructional materials, textbooks, etc., and/or other supplies related to this program and Contractor shall be solely responsible for any damages or losses incurred thereto.

If the District concludes that Contractor is not meeting the standards or scope of Agreement as set forth herein, the District may issue written notice to Contractor setting forth the deficiencies and the required remedy. Upon receiving notification from the District, Contractor shall immediately take all steps necessary to remedy the deficiency. If Contractor does not take steps to rectify the problem to the District's satisfaction, the District may terminate the Agreement for cause in accordance with Section 13.

2. Awarded Contractor/Assignment. The District specifically recognizes the Contractor and consents to the provision of Work by Contractor. Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or any right, title or interest therein, funds to be received, or any power to execute the same without the consent in writing of the District. The District may grant or withhold such approval at its sole discretion.

3. Term. The Term of the Agreement shall commence on [INSERT START DATE], and shall continue in full force and effect until and including [INSERT END DATE], for a period of three (3) years ("Term"), subject to satisfactory performance, with automatic renewals at District's discretion for additional one (1) year periods, for a maximum of five (5) year, unless this Agreement is terminated during the Term pursuant to this Agreement.

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, the pursuant to Contractor's Fee Schedule, attached hereto as Exhibit A.
- B. For Reimbursement of Expenses. Unless otherwise agreed upon by District in writing or specifically provided in this Agreement, Contractor shall assume and pay, at Contractor's sole expense, all costs and expenses incurred by Contractor in performing the Work under this Agreement ("Expenses").
- C. Method and Schedule of Payment. District shall pay to Contractor the Contract Amount pursuant to invoice from Contractor in accordance with this Agreement.

- 1) Invoice. Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, **if applicable, District-authorized** Expenses incurred during the billing period. All **District-authorized** Expenses shall be documented **with original itemized receipts** and shall be **pre-approved in writing by District**, unless such expenses are specifically authorized by this Agreement. Invoices must be sent to the attention of Fiscal Services and shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District, and Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.

5. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

6. Trademark/Logo Use. Contractor must obtain written approval from District's Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

7. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. Contractor, understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this Agreement. Contractor shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Contractor and Contractor's employees. Contractor should be aware the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Contractor or Contractor's employees or independent subcontractors. Contractor agrees to indemnify and hold District harmless from and against any and all liability arising from any failure or alleged failure of Contractor to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Contractor's employees.

8. Use of Subcontractors. Contractor must obtain District's prior written approval to use any subcontractors while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between Contractor and subcontractor. Such approval must include approval of the proposed subcontractor and the terms of compensation. District retains the right to obtain copies of subcontractor insurance coverage at any time. Nothing in this Section shall be interpreted as creating a contractual relationship between District and any approved subcontractor. Notwithstanding District's approval of any subcontractor's contract, Contractor shall remain solely responsible for any harm, damage, or claim arising from any subcontractor's acts or omissions as set forth in Section 14.

9. Materials and Expenses. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Work to be provided pursuant to this Agreement. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Work for District.

10. Policies & Procedures and Rules & Regulations. Contractor will comply with Districts policies, procedures, rules and regulations and applicable laws.

11. Originality of Services.

A. Matters Produced Under this Agreement. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

B. Contractor Use of Other Copyright/Trademark/Patent Materials. Contractor is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Contractor agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.

12. Funding. This Agreement is subject to the procurement of adequate funding, which may be subject to reductions, limitations or conditions that may affect the provisions, terms, or funding of this Agreement in any manner. The District reserves the right to adjust the Scope of Work, Contract Amount, and/or cancel this Agreement if funds become unavailable for which Services are provided. The termination notice period shall be reduced to thirty (30) days if the grant is not renewed and funding is no longer available.

13. Termination. This Agreement shall terminate upon expiration of the Term. Any termination of this Agreement during the Term shall be in accordance with the following:

A. Termination for Cause. Each Party may terminate this Agreement upon the other Party's material breach of any provisions of this Agreement. A Party intending to terminate this Agreement pursuant to this Section 13.A shall provide the breaching Party with written notice at least thirty (30) days ("Cure Period") before the effective termination date. Such notice by the non-breaching Party shall specify the provision of this Agreement that was breached by the breaching Party, the acts or omissions of the breaching Party that constitute a material breach of this Agreement, and the corrective action and/or remedy requested from the breaching Party, and provide the breaching Party with an opportunity to cure the material breach within the Cure Period unless the non-breaching Party shall agree in writing to an extension of the Cure Period before the expiration of the Cure Period. If the material breach stated in the non-breaching Party's written notice cannot be corrected within the Cure Period, the non-breaching Party will not unreasonably withhold the non-breaching Party's consent to an extension of the Cure Period if the breaching Party has instituted corrective action within the Cure Period and has diligently pursued such corrective action. Upon expiration of the Cure Period and any mutually agreed upon time extension, and if the breaching Party has not corrected the material breach and provided written notice of such corrective action to the non-breaching Party, this Agreement shall terminate effective the day immediately following the expiration of the Cure Period without any further notice by the non-breaching Party. The District, at its sole discretion, may terminate this Agreement pursuant to this Section immediately and without any Cure Period if the District determines that Contractor's actions are creating, or may create, a dangerous or hazardous condition for District staff, employees, or students. In the event of any termination pursuant to this Section, the breaching Party will be responsible for any and all costs incurred by the non-breaching Party to address and remedy the breach.

B. Termination for Convenience. This Agreement may be terminated without cause by District upon ten (10) days written notice to Contractor. In the event of a termination without cause, District shall pay Contractor for all Work performed and all District-authorized expenses incurred under this Agreement supported by documentary evidence, up until the date of notice of termination.

C. Other Grounds. This Agreement shall also terminate pursuant to any of the following:

1) Notwithstanding any provisions to the contrary in this Agreement, District, at District's sole discretion and upon written notice to Contractor, shall have the right to terminate this Agreement effective immediately in the event Contractor's safety rating falls below "Satisfactory."

2) Notwithstanding any provisions to the contrary in this Agreement, District, at District's sole discretion and upon written notice to Contractor, shall have the right to terminate this Agreement effective on the date stated in District's written notice in the event District determines, at its sole discretion, that Contractor (i) is unable or unwilling to perform the Work or meet any obligation or duty as described or made necessary by the Agreement or (ii) changes the nature of its business so that it is not compatible with the mission or needs of the District or Contractor and/or any of its employees are involved in any incident or activity which embarrasses, creates unwelcome scrutiny or attention, or otherwise causes or threatens harm to the reputation of District.

3) License, Certification, or Permit. Notwithstanding any provisions to the contrary in this Agreement, District, at District's sole discretion and upon written notice to Contractor, may terminate this Agreement effective on the date

stated in District's written notice if Contractor, as a requirement for performing the Work, must be licensed, certified, or hold any certain permit, and such license, certification, or permit has been revoked, repealed, suspended, or placed on probation by any governmental or accrediting agency. Contractor shall notify District no later than ten (10) days of Contractor's receipt of any notice of revocation, suspension, probation, or repeal of any license, certification, or permit that Contractor is required to have in order to perform the Work.

- 4) Contractor's Noncompliance with Applicable Laws. Notwithstanding any provisions to the contrary in this Agreement, District, at District's sole discretion and upon written notice to Contractor, may terminate this Agreement effective on the date stated in District's written notice if Contractor fails to comply with federal, state, and/or local laws applicable to Contractor's performance of the Work under this Agreement.
- 5) Non-Allocation of or Insufficient Allocated Funds. Notwithstanding any provision in this Agreement to the contrary, if for any fiscal year of this Agreement, District's governing board, or other government agencies from whom District is to receive funds to pay for this Agreement, fails, after exercising reasonable efforts, to appropriate or allocate funds, or the amount of the funds allocated are insufficient, for future periodic payments under this Agreement, District may, upon thirty (30) days written notice to Contractor, order Contractor to cease the Work and terminate this Agreement. District will remain obligated to pay Contractor for any Work Contractor performed before the effective termination date but shall not be obligated to pay Contractor the balance unpaid on this Agreement after the effective termination date.
- 6) Receivership or Bankruptcy of, or Inability to Pay Debts by, Contractor. If Contractor shall (1) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Contractor, or of all or a substantial part of the assets of Contractor, (2) be unable, fail, or admit in writing Contractor's inability generally to pay Contractor's debts as they become due, (3) make a general assignment for the benefit of creditors, (4) have an order for relief entered against Contractor under applicable federal bankruptcy law, or (5) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Contractor in any bankruptcy, reorganization, or insolvency proceeding, District, at District's election and upon providing written notice to Contractor, may terminate this Agreement effective on the date specified in District's notice of termination.
- 7) Order, Judgment, or Decree. If an order, judgment, or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Contractor or of all or a substantial part of the assets of Contractor, in each case without Contractor's application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for thirty (30) consecutive days, District, at District's election and upon providing written notice to Contractor, may terminate this Agreement effective on the date specified in District's notice of termination.
- 8) Contractor's Failure to Procure and Maintain Required Insurance. If Contractor fails to provide any of the insurance required in Section 15, District, upon providing Contractor with written notice, may terminate this Agreement effective on the date stated in District's written notice.

D. Rights and Obligations Upon Termination. Upon termination of this Agreement, the following shall apply and provisions of this Section 13.D shall survive termination of this Agreement:

- 1) Payment. Contractor shall be entitled to payment only for Work that Contractor satisfactorily performed (as determined by District) before the effective date of termination and for which Contractor has provided District with written documentation as required by District. District shall not be obligated to pay Contractor the balance unpaid on this Agreement after the effective termination date. If, as a result of a deposit paid by the District, the amount due to Contractor is less than the deposit amount, Contractor shall repay District the difference between amount due Contractor and deposit amount paid by District within thirty (30) days.
- 2) Contractor Personal Property. The Parties shall coordinate and cooperate to allow Contractor to remove Contractor's personal property that Contractor has placed on District's facilities or property relating to this Agreement. If Contractor does not remove any such personal property from District's facilities or property within thirty (30) days of District's written notice to Contractor, Contractor shall be deemed to have abandoned the property. Upon expiration of the 30 days, District may, without any compensation to or liability from Contractor, keep or remove and/or dispose of the property as District deems proper. If District incurs any cost to remove and/or dispose of the property, District will invoice Contractor and Contractor shall pay District within 30 days of the date of the invoice.

14. Indemnification. Contractor agrees to defend, hold harmless and indemnify District, its parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, costs, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Contractor, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability and shall survive the termination of this Agreement.

15. Insurance. Contractor agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; (v)

Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000); and (vi) Cyber Liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) for each occurrence and an annual aggregate of One Million Dollars (\$1,000,000) covering claims involving privacy violations, damage to or destruction of electronic information, information theft, any release of private information, alteration of electronic information, extortion and network security, and coverage needs to include remediation costs for expenses incurred relating to notification expenses, call centers, Information Technology forensics, and Public Relations support following an incident or breach.

Contractor agrees to name District, Taft College Foundation, District’s Board of Trustees, its officers, agents, and employees as Additional Insured under its policy(ies). Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District’s approval for adequacy of protection. The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation. All certificates must be faxed or emailed, followed by a hard-copy in the mail to District, Attn: Contract, Procurement and Risk Management Services, 26455 Rockwell Canyon Road, Santa Clarita, CA 91355, before Work is to commence.

16. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

17. Compliance With Applicable Laws. The Work completed herein must meet the approval of the District and shall be subject to the District’s general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor’s business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations (“Rules”). If District disapproves of any service provided by Contractor, or if Contractor fails to comply with any applicable Rule, Contractor shall address the issue immediately at no additional cost to District.

18. Permits/Licenses. Contractor and all Contractor’s employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

19. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

20. Confidentiality. Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree, during the term of this Agreement and for five (5) years after termination or expiration of Agreement, to hold each other’s proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. Parties agree not to provide each other’s proprietary or confidential information in any form to any third party or to use each other’s proprietary or confidential information for any purpose other than the implementation of, and as specified in, this Agreement. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement.

21. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Work is actually being performed pursuant to this Agreement.

22. Agreement and RFP Documents. This Agreement, including but not limited to the following RFP Documents, all of which are component parts herein, states the entire Agreement between Contractor and District. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any Work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said document.

Scope of Work
Proposal Instructions
General Terms and Conditions
Proposal Response Cover Sheet
Proposal
Vendor Questionnaire
Fee Schedule
Vendor Information and Signatory Page
Contract Terms and Conditions
Additions, Deletions, and/or Exceptions
Background, Experience, and References
Certifications and Affidavits

The Parties acknowledge that they have not been induced to enter into this Agreement by any oral or written representations or statements not expressly contained in the Agreement or in written documents incorporated herein. This Agreement may be modified, or any provisions waived, only in writing and signed by Parties.

23. Written Modification of Agreement. Nothing herein shall limit Parties from modifying this Agreement. Any such change in terms shall be effectuated through a written modification, signed by both Parties and duly approved by District's Board of Trustees.

24. Entire Agreement/Amendment. The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing and executed by the Parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a). provisions set forth in this Agreement, (b). provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.

25. Non-Discrimination. Contractor agrees not to engage in unlawful discrimination in the employment of persons, or in the acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by District, on the basis of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status.

26. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

27. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service, (b) electronic mail, or (c) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: West Kern Community College District
Attn: Executive VP Administrative Services
29 Cougar Drive
Taft, CA 93268
Phone: (661) 763-7727
Fax: (661) 763-7828

Contractor: **[INSERT CONTRACTOR'S NAME]**
Attn: [IF BUSINESS INSERT CONTRACT PERSON'S NAME]
[INSERT ADDRESS]
[INSERT CITY, STATE, ZIP]
Phone: [INSERT PHONE NUMBER]
Email: [INSERT EMAIL ADDRESS]

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

28. Cancellation for Insufficient or Non-Appropriated Funds. Contractor hereby agrees and acknowledges that monies utilized by the District to purchase the products or services specified in the RFP is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this Agreement at any time and/or to limit quantities of products or services due to non-availability or non-appropriation of sufficient funds.

29. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

30. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

31. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

32. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which

are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

33. Approval by District's Board of Trustees. Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

34. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Los Angeles, California.

35. Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement.

36. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement.

37. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless the Santa Clarita Community College District, the Chancellor's Office of the California Community Colleges and any California community college using the Contractor's products from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

38. Certification Regarding Debarment, Suspension or Other Ineligibility (applicable to all agreements funded in part or whole with federal funds).

- A. By executing this contractual instrument, Contractor agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98).
- B. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;
 - 3. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in B.2. above, of this certification;
 - 4. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
 - 5. Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
 - 6. Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

39. Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his/her knowledge and belief, that:

- A. No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative

Agreement.

- B. If any funds other than Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with this Federal contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with this instruction.
- C. The undersigned shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrant and contracts under grants, loans and cooperative Agreements) and that all subrecipients shall certify and disclose accordingly.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than Eleven Thousand Dollars (\$11,000) and not more than One Hundred Ten Thousand Dollars (\$110,000) for each such failure.

Please INITIAL appropriate box:

	No non-Federal funds have been used, or are planned to be used for lobbying in connection with this application/award/contract.
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	Attached is a Standard Form LLL, "Disclosure of Lobbying Activities", which describes the use (past or planned) of non-Federal funds for lobbying in connection this is application/award/contract.
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IN WITNESS WHEREOF, Parties hereby agree.

CONTRACTOR

WEST KERN COMMUNITY COLLEGE DISTRICT

BY: _____
 Signature of Authorized Representative

Print Name _____
 Print Title _____

Date _____

BY: _____
 Signature of Authorized Representative

Print Name **Dr. Debra Daniels**

Print Title **President / Superintendent**

Date _____
 District's Board of Trustee's
 Approval/Ratification Date **May 08, 2019**

 District Initiating Department

 District Contact Name

 District Contact Extension

 Funding Source (G/L Account)

Fiscal Services

Amanda Bauer

7853

11000-421-5641-67200

EXHIBIT A
FEE SCHEDULE
TO BE ATTACHED