



Contra Costa Community College District

RFQ # 4CD-84

Independent Audit Service REQUEST FOR QUALIFICATIONS

Release Date: April 16, 2021

Questions Due by: May 3, 2021

Qualifications Due before: 2:00 pm PST, June 2, 2021

SECTION I

INSTRUCTIONS AND GENERAL PROVISIONS

This Request for Qualifications is for contracting with an independent auditor to perform the audit for Contra Costa Community College District ("District") for fiscal years ending June 30, 2022, June 30, 2023, and June 30, 2024.

The District's intent is to enter into a contract for a period of three years, subject to satisfactory performance, with potential one-year extensions for two additional years, at the option of the District.

Qualifications must be received in the Purchasing Office no later than the due date and time specified above. Late Qualifications will be rejected.

Statement of Qualifications Submission

- A. Sealed Statement of Qualifications to be submitted to:

*Rod Herrera, Purchasing Department
Contra Costa Community College District
500 Court Street
Martinez, CA 94553*

- B. Date/Time: Statement of Qualifications shall be **received before 2:00 PM (PST), June 2, 2021.**
- C. The face of the sealed envelope, shall be clearly marked "4CD-84 RFQ, Independent Audit Service."
- D. A faxed statement of qualifications will not be accepted. Only mailed or hand-delivered, signed documents will be considered. The statement of qualifications must be in the possession of the District's Purchasing Department before 2:00 PM (PST) on the closing date. Late statement of qualifications will not be accepted and will be returned to the Contractor. The District will not be responsible for late delivery by U.S. mail or any other means. Statement of Qualifications will NOT be opened at that time.
- E. Contractors must submit **one (1) original hardcopy** and one **(1) soft copy** in Word or PDF format via flash drive. The **softcopy must be one (1) file.** DO NOT send the soft copy by email. Each proposal received in response to this RFQ shall remain the property of the District.

Questions

Questions are due by **May 3, 2021.** All questions regarding preparation, selection process, specifications and interpretations of the terms and conditions of this Request for Qualifications (RFQ) shall be submitted in writing by email to Rod Herrera, Purchasing Department, rherrera@4cd.edu.

Addenda/Amendments/Acknowledgement

The District, at its sole discretion, may issue amendments/addenda to this RFP at any time prior to the time set for receipt of RFP proposals. Interested parties should frequently check the District's website for such addenda at

<https://webapps.4cd.edu/apps/purchasingviewbids/default.aspx>

or communicated via email in Addendum format.

Each firm shall acknowledge receipt of the addendum by marking the appropriate area on the bottom of the **Signature Page (Section III)**. Failure to so acknowledge may result in the proposal being rejected as not responsive. The District shall not be bound by any representations, whether oral or written, made at a pre-qualification, pre-contract or site meeting, unless such representations are incorporated in writing as an amendment to the RFQ or as part of the final contract.

SCHEDULE The District reserves the right to modify the below schedule of events.

To provide all Proposers with a clear understanding of the services to be provided, the following is a projected schedule.

1. Ad #1 (Release RFQ)	April 16, 2021
2. Ad #2	April 23, 2021
3. Last day to submit questions	May 3, 2021
4. Closing Date for Submission of RFQ	June 2, 2021
5. Committee Review of Qualifications	June 2 - 9, 2021
6. Interviews with Selected Firms (if necessary)	August 2 - 5, 2021
7. Board Meeting	September 8, 2021
8. Award of Contract	September 9, 2021

This Request for Qualifications does not commit the Contra Costa Community College District to award a contract or to pay any costs incurred in the preparation of any Qualifications responsive to this request. The Contra Costa Community College District reserves the right to accept all or part of any Qualifications or to cancel in part or in its entirety this RFQ. The Contra Costa Community College District further reserves the right to accept the Qualifications that it considers to be in the best interest of the Contra Costa Community College District. While price is a consideration, Contra Costa Community College District reserves the right to award a contract on the basis of its overall evaluation.

AUTHORIZED SIGNATURES. Every statement of qualification must be signed by the person or persons legally authorized to bind the Contractor to a contract for the execution of this contract. Upon request of the District, any agent submitting statement of qualifications on behalf of a Contractor shall provide a current power of attorney certifying the agent's authority to bind the Contractor. If an individual makes a statement of qualification, his or her name, signature and post office street address must be shown. If a firm or partnership makes the statement of qualification, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the statement of qualification, the statement of qualification shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing of behalf of the corporation. Upon request of the District, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors

showing the authority of the officer signing the statement of qualification to execute contracts on behalf of the corporation.

PUBLIC INFORMATION. Following the award of a contract, responses to this solicitation may be subject to release as public information unless the response or specific parts of the response can be shown to be exempt from public information. Contractors are advised to consult with their legal counsel regarding disclosure issues and take appropriate precautions to safeguard trade secrets and confidential commercial, financial, geological, and geophysical data. The District assumes no obligation or responsibility for asserting legal arguments on behalf of Contractors.

CONFIDENTIALITY. If a Contractor believes that portions of the statement of qualifications constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the Contractor must so specify by, at a minimum, stamping in bold red letters, the term "CONFIDENTIAL" on that part of the statement of qualification which the Contractor believes to be protected from disclosure. The Contractor must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Contractor believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The District will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. The Contractor is hereby notified that the District may consider all parts of the offer public information under applicable law even though marked confidential.

AWARD OF CONTRACT. Award of a contract will be made to the Contractor offering the most advantageous statement of qualification after consideration of all Evaluation Criteria set forth below; however, the District will not be limited solely to the evaluation factors in making its final decision. The criteria are not listed in any order of preference. An Evaluation Committee will be established by the District. The District shall not be obligated to accept the highest commission, or any commission offered, and will make an award in the best interests of the District after all factors have been evaluated.

CANCELLATION OF SOLICITATION. The District may cancel this solicitation at any time.

FORMATION OF CONTRACT. The Contractors' signed statement of qualification and Contra Costa Community College District's Request for Qualifications shall be incorporated into a contract with or without negotiation.

INFORMED CONTRACTOR. The Contractor is expected to fully inform themselves as to the conditions, requirements, and specifications before submitting statement of qualifications. Failure to do so will be at Contractor's own risk and they cannot secure relief on the plea of error.

INK OR TYPEWRITTEN. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be lined through and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the statement of qualification.

COST OF PREPARATION. The District is not liable for any costs incurred by Contractors before entering into a formal contract.

REJECTION OF QUALIFICATIONS. The District reserves the right to reject any or all statement of qualifications or any part of statement of qualification and also to waive informalities, minor irregularities, or other requirements in our Request for Qualification and /or offers received, and/or to accept any portion of the offer if deemed in the best interest of the District. Failure of the Contractor to provide in its statement of qualification any information requested in this RFQ may result in rejection for non-responsiveness.

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Except as noted hereunder, Successful Contractor may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the District.

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

COMPLIANCE WITH LAWS. All statement of qualifications shall comply with current federal, state, local and other laws relative thereto.

CONTRACT INCORPORATION. The contract embodies the entire contract between the District and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or referenced herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of this RFQ Solicitation, all addenda, all of Contractor's successful submittal; supplemental agreements and any and all written agreements which alter, amend or extend the contract.

FORMATION OF CONTRACT. Contractor's signed Statement of Qualification and District's written acceptance or purchase order shall constitute a binding contract.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Contra Costa, in the State of California. The parties further stipulate that the County of Contra Costa, State of California is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

COMPLIANCE WITH ALL LAWS. The Contractor warrants that it will comply with all federal, state and local laws, ordinances, rules and regulations applicable to its performance under this contract including, but not limited to, the Fair Labor Standards Act of 1938, as amended, the Williams – Steiger Occupational Safety and Health Act of 1970 and as amended; the State of California sales and use tax regulations; non-discriminatory employment practices under the Federal Equal Employment opportunity Clause prescribed by Executive order 112465 dated September 24, 1965 as amended. The District does not permit any person or entity using its facilities for commercial purposes to engage in unlawful discrimination.

SEVERABILITY. If any provisions or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SECTION II

Description of the District and Records to be Audited

1. The Contra Costa Community College District was established in 1949. The District includes approximately 740 square miles of Contra Costa County. The District operates Contra Costa College in San Pablo, Diablo Valley College in Pleasant Hill, Los Medanos College in Pittsburg, and two centers located in San Ramon and Brentwood. The District is fiscally independent and utilizes Colleague by Ellucian for all operational applications (student enrollment/attendance, human resources, payroll and finance).
2. The selective financial and statistical information related to fiscal year 2019-20 follows
 - Resident Credit FTES 27,127
Resident Non Credit FTES 126
Non Resident Credit FTES 1,900
 - Approximate Number of Full-Time Employees (FTE): 1,138
 - General Fund Unrestricted Unaudited Financial Results for Fiscal 2019-20
 - Revenues \$ 201,300,831
 - Expenditures and Transfers \$ 201,857,958
 - Fund Balance \$ 29,858,985
 - General Fund budgeted expenditures for Fiscal Year 2020-21 \$ 203,720,820
 - Number of Federal Programs in Fiscal Year 2019-20 = 21 \$ 44,365,246
 - Number of State Programs in Fiscal Year 2019-20 = 38 \$ 39,336,698
3. The District utilizes the following funds and account groups:

Funds

- Governmental Funds
 - Unrestricted General Fund
 - Restricted General Fund
 - Capital Projects Fund
 - Retiree Health Benefits Debt Service Fund
 - Accrued Compensated Absence Debt Service Fund
 - Bond Construction Funds
 - Bond Interest Redemption Debt Service Funds (3)
- Proprietary Funds
 - Bookstore
 - College Cafeteria
 - Self Insured Retention Fund
 - Payroll Liabilities Fund
 - Warrants Payable Clearing Funds (2)

- Fiduciary Funds
 - Student Financial Aid Fund
 - Student Body Center Fund
 - Student Loan & Scholarship Fund
 - Student Organization Funds
 - OPEB Irrevocable Trust
 - Other Trust Funds
 - Accounting Groups
 - General Fixed Assets
 - General Long-Term Debt
 - Independent Organizations
 - College Foundations (inclusive of completion of annual tax return)
4. The accounting policies of the District are in conformity with general accepted accounting principles related to governmental units and California Community College Districts. Revenues are recognized 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.
 5. The District's fiscal year 2019-20 opinion was unqualified on financial statements, federal awards and State compliance.

Nature of Services Required

1. Scope of the Work to be Performed:
 - A. Audit of the District's basic financial statements, including three college foundations:
 - The Statement of Net Assets
 - The Statement of Revenues, Expenses and Changes in Net Assets
 - The Statement of Cash Flows
 - B. Audit of the District's bond program, Measure E 2014. Audit to consist of:
 - Financial report
 - Performance report
 - C. Financial audit of the District's OPEB trust fund, Retirement Futuris Public Entity Investment Trust
 - D. Preparation of annual tax returns for the three college foundations
 - E. Preparation of the accompanying notes to financial statements.
2. Auditing Standards to be followed

The audit shall be conducted in accordance with generally accepted auditing standards, Governmental Auditing Standards issued by the Comptroller General of the United States, provisions of Office of Management and Budget Circular A-133, "Audits of State and Local

Governments" which involves obtaining an understanding of the internal control structure, including the control environment, the accounting system, and the control procedures established by management, applicable Governmental Accounting Standards Board (GASB) statements, and the Contracted District Audit Manual issued by the California Community Colleges Chancellor's Office.

Period of the Audit

The periods to be audited are Fiscal Years ending June 30, 2022, June 30, 2023, and June 30, 2024.

Term of the Engagement

The District's intent is to enter into a contract for a period of three (3) years, subject to satisfactory performance, with potential one-year extensions for two (2) additional years, at the option of the District.

Assistance Available to the Respondent

1. The audits for the fiscal years ending June 30, 2017, June 30, 2018, June 30, 2019, and June 30, 2020, were performed by Crowe, LLP, and are available for review at the District's Finance Services Office, and on the District's website. Crowe LLP is currently performing the audits for fiscal year ending June 30, 2021.

Previous audit work papers are available for inspection upon request. Please contact Arzu Smith, Director of District Finance Services at (925) 229-6946.

2. The District's Fiscal Services staff is available to prepare schedules, reproduce documents, pull documents, etc.
3. The District's Associate Vice Chancellor/Chief Financial Officer (CFO) and Director of District Finance Services will sign the representation letter.
4. The District will provide a work area for the auditor which is located near the records to be audited.

Exit Conference Requirements

The District will require an audit exit conference with the Associate Vice Chancellor/CFO, and other staff as appropriate. The auditing firm will also provide progress reports to the Associate Vice Chancellor/CFO and Director of District Finance Services throughout the audit cycle and meet with them two times during the year to review audit issues and the final audit report.

Finally, the District will expect the auditing firms to provide presentations to the District's Governing Board, Foundations' Boards and the Bond Oversight Committee on related audit processes and findings when the reports are presented to them.

Reports Required

Nine (9) copies of the audit report are required. The report should meet the following minimum requirements:

1. The audit report shall state that the audit was made in accordance with the provisions of the OBM Circular A-133.
2. The audit report shall include at least:
 - A. The auditor's opinion report on the financial statements, on a schedule of federal awards, showing the total expenditures for each federal assistance program as identified in the Catalog of Federal Domestic Assistance, and all other federal programs and grants which have not been assigned catalog numbers, and a schedule of state awards.
 - B. The auditor's report on the study and evaluation of internal control systems, and it must identify the organization's significant internal accounting controls, and those controls designed to provide reasonable assurance that federal programs are being managed in compliance with laws and regulations. The report must identify the controls that were not evaluated, and any material weaknesses and/or significant deficiencies identified as a result of the evaluation.
 - C. The auditor's report on compliance containing:
 - A statement of positive assurance with respect to those items tested for compliance with laws, rules and regulations pertaining to non-major programs and other items which could have a material effect on financial reports and claims for advances and reimbursements. In addition, the auditor's report must disclose whether the District has complied with laws and regulations that may have a material effect on each major federal assistance program.
 - A statement of negative assurance on those items not tested.
 - A summary of all (emphasis added) instances on noncompliance.
 - An identification of total amounts of costs questioned, if any, for each federal and state assistance award as a result of noncompliance.
 - Other statements or reports to satisfy state and local government's requirements.
 - D. The financial statements shall be presented in accordance with GASB statements #34, #35 and #45, and include a presentation of the District's financial statement on a governmental basis for primary government and fiduciary funds.

All parts of the audit report should be bound together. The management report should be submitted and included as part of the above audit report.

Reports on fraud, abuse, or illegal acts or indications of such acts, including all questioned costs found as the result of these acts, should be covered by separate written report to the federal department or agency. Also, the Associate Vice Chancellor/CFO, from time to time, may request written reports on observations by the Auditor regarding the effective performance of fiscal and budgetary practices.

Time Requirements

1. Date and time for Qualifications submission: June 2, 2021 - before 2:00 p.m. PST
2. Date for selected respondent interviews: August 2 - 5, 2021.

3. Date of contract award: September 9, 2021.
4. Dates audit work can commence:
 - A. Preliminary work prior to closing accounts: April 2022.
 - B. Post closing work: Not later than October 15, 2022.
5. Date for preliminary report completion and exit conference: Not later than November 30, 2022.
6. Final exit conference with District staff: December 2022
7. Date for final report submission and presentation at District Governing Board meeting: January 2023.

Contractual Arrangements

The District intends to present the contract for award to the Governing Board at its September 8, 2021 meeting. It is planned to award a three-year contract based on the satisfactory performance of the auditor. The auditor can bill the District as the audit progresses. The District will make payment within a reasonable period after receipt of the bill.

Report Review and Timing

The Associate Vice Chancellor/CFO and the Director of District Finance Services are responsible for reviewing and responding to the draft audit report.

Working Papers

Working papers will be available for examination by authorized, representatives of the relevant federal agency, the General Accounting Office, the District, and other agencies as required.

Right to Reject

The District reserves the right to reject any and all Qualifications submitted and to request additional information from all respondents.

The contract awarded will be made to the independent auditor who, based on evaluation of all responses and oral interviews, is determined to be the best qualified to do the audit.

FORMAT OF THE RESPONSE

The Request for Qualifications should conform to the following format to simplify and to expedite the review process and to obtain the maximum degree of information from the respondent.

Title Page

The response should identify the Contra Costa Community College District Qualifications, the name of the independent auditor, the local address, telephone number, and the name and title of the contact person, and the date of submission. The period which the Qualifications is effective (non-rescindable) should also be stated.

Contents

The contents of the Qualifications should include a clear and complete identification of the material submitted by section and page number.

Letter of Transmittal

The letter of transmittal should contain the following information:

1. A brief understanding of the audit service to be performed.
2. A positive commitment to perform the service within the time period specified.
3. The names of persons authorized to represent the respondent, their title, the address and the telephone number.

Profile of the Independent Auditor

The profile of the respondents should include general background information, such as:

1. The organization and size of the respondent, whether it is local, regional, national, or international in operations.
2. The location of the office from which the work is to be done and the number of professional staff, by staff level, employed at that office.
3. A description of the range of activities performed by the local office such as auditing, accounting, tax service, or management services.
4. A positive statement that the following mandatory criteria are satisfied:
 - A. An affirmation that the respondent is properly licensed for practice as a Certified Public Accountant.
 - B. An affirmation that the respondent 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.
 - C. An affirmation that the respondent does not have a Record of Substandard Audit work.
 - D. An affirmation that the respondent meets all specific requirements imposed by state or local law or rules and regulations.

- E. An affirmation from the respondents stating they will follow the American Institute of Certified Public Accountants' "Interpretation 501-3, Failure to Follow Standards and/or Procedures or other Requirements in Governmental Audits."

Technical Experience of Respondent

The technical experience of the respondent should include the following information:

1. A list of California school district/community college district clients and give the names, e-mail addresses and telephone number of client officials responsible for the audits listed. Also, discuss local, state, and national reputation for quality work performed in the public sector.
2. 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 Bay Area.
3. If other auditors are to participate in the audit, those auditors should be required to provide similar information.

Qualifications of Respondent

1. Identify the audit partners, managers and field supervisors, and other staff who will work on the audit, including staff from other than the local office. Resumes including relevant experience and continuing education for the auditor in charge up to the individual with final responsibility for the engagement should be included. (The resumes may be included as an appendix).
2. Provide specific details of proposed audit approach. The information should include:
 - A. Sampling of techniques for transactions testing,
 - B. Analytical procedures used to analyze results, and
 - C. Percentage of time to be scheduled for both preliminary and final audit work.

Respondents Approach to the Examination

1. Submit a work plan to accomplish the scope defined in the Request for Qualifications. The work plan should include 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. The audit work plan should completely cover what audit work will be accomplished by all the auditors to render:
 - A. An opinions report on the financial statements.
 - B. A report on the study and evaluation and report on internal control systems.
 - C. A report on the organizations' control system to assure compliance and whether the organization has complied with laws and regulations that may have an effect on each major federal assistance program.

3. The audit work plan should demonstrate the auditor's understanding of the audit requirements of a single audit as specified in the OMB Circular A-133 and the audit tests and procedures to be applied in completing the audit plan.

Report Requirements

The respondents should state their understanding of and their ability to meet specific reporting requirements.

Time Requirements

If not already adequately covered in the respondent's letter of transmittal, the response should detail information on how the respondent plans to meet the timeline and reporting deadline requirements of the engagement.

Compensation

Respondents should state:

1. Total audit hours detailed by partner, senior manager, manager, field supervisor and other staff.
2. Hourly rate detailed by partner, senior manager, manager, field supervisor and other staff.
3. The maximum annual cost for the audit for each of the three years.

CONTRA COSTA COMMUNITY COLLEGE DISTRICT
Qualifications Evaluation Criteria and Selection Plan

This section describes the guidelines to be used for analyzing and evaluating the various Qualifications. In an effort to reach a decision concerning the best-qualified respondents, the District reserves the right to evaluate all factors it deems appropriate whether or not such factors have been stated in this section.

The Qualifications will be evaluated by a committee consisting of District Board members, the Associate Vice Chancellor/CFO, Director of Districtwide Finance Services, and representatives of college administration. The Committee will select the top candidates for consideration.

Interviews will tentatively be held with the top respondents on August 2 - 5, 2021.

Qualifications will be evaluated using the following criteria to determine which Qualifications will best meet the needs of the District.

Respondent's Experience and Qualifications

1. The respondent's experience in auditing community college and large school districts and other state and local governmental entities in California
2. Qualifications and anticipated continuity of senior and other staff who will perform the day-to-day work
3. Capabilities of respondent to provide additional services (accounting or management consulting)
4. Minority and/or women-owned auditing firms participating as the joint venture

Audit Approach and Work Plan

1. Audit schedules.
2. Proposed resources and timing of each phase
3. Completeness of and timely meeting of deliverables
4. Review and direction
5. Other audit tools and techniques to be used
6. Coordinate firms and related assignments of proposed consortium or a joint venture
7. Proposed reasonable audit hours

Assigned Project Staff

1. General experience
2. Professional and academic qualifications
3. Relevant experience
4. Key staff members references

Compliance with the District's Terms and Conditions

1. Acceptability of the firm's affirmative action and compliance affidavit

Audit Costs

1. Completeness of the data
2. Maximum contract price after adjustment of any discounts
3. Any additional factors

CONTRA COSTA COMMUNITY COLLEGE DISTRICT
District Contract Provisions

- A. Hold Harmless: The vendor agrees to defend, indemnify and hold harmless the District its officers, employees, agents and servants, for any and all liability caused by the negligence or wrongful act of the vendor arising out of the performance of this contract, or any act or omission of vendor, its agents, employees and servants, or for product liability or breach of warranty by vendor, either expressed or implied, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto.
- B. Insurance: Please refer to Appendix C for the insurance requirements applicable to this request.
- C. Drug Free Workplace: As used in this policy, "drug" and "drugs" refer to controlled substances as defined by State and Federal law.

It is the policy of the District to maintain a drug-free workplace. The District will inform all employees that the District seeks to ensure all employees are free from the effects of drug use during work hours, and that drugs are not permitted on District premises. A drug-free workplace is essential to maintaining the safety and efficiency of college and District operations, the health and safety of college and District operations, and the health and safety of employees, students, and the public.

All policies and procedures related to Drug-Free Workplace will be in accord with established collective bargaining agreements, Governing Board policies, and Education Code provisions except as preempted by federal law. All such policies will provide employees and students due process opportunities and protections.

In order to achieve the objective of a drug-free workplace, the Governing Board directs the Chancellor or his/her designee to implement the following policy:

- 1. The Chancellor or his/her designee shall post at each site and provide each employee with a notice that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace. This notice shall also:
 - a. Include a statement of possible disciplinary actions, up to and including discharge, for violation of the policy. The discipline shall be in accordance with Governing Board Policies on discipline, the Education Code, and applicable collective bargaining agreements;
 - b. Inform employees that as a condition of employment each employee must abide by the terms of this policy and notify the District within five days of any criminal drug statute conviction for a violation occurring in the workplace;
 - c. Notify employees of the District's policy of maintaining a drug-free workplace.
 - d. Inform employees of the dangers of drug abuse in the workplace, including, but not limited to, threats to the health and safety of employees, students, and the public.

2. The Chancellor or his/her designee shall notify federal agencies with whom contracts are held or from whom grants are received within 10 days of receiving notice that an employee has been convicted of a criminal drug statute for a violation occurring in the workplace.
3. The Chancellor or his/her designee shall within 30 days of notification of the conviction of an employee for a criminal drug statute violation occurring in the workplace, take appropriate disciplinary action against the employee. All such policies will provide employees and students due process opportunities and protections.

Public Law 100-690, §§5151-5160

- D. Equal Opportunity: Contractor assures that it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract, on the grounds of race, creed, color, sex, sexual orientation, religion, political affiliation, national origin, handicap, or Vietnam Veteran status.
- E. Immigration Naturalization Service Requirements: In compliance with the Immigration Reform and Control Act of 1986, Contractor shall require all persons in its employ to provide the necessary documentation to establish identity and employment eligibility. The Owner requires that all personnel employed be eligible for employment in the United States and have substantiated their eligibility with the contractor.
- F. Affirmative Action Policy: It is the policy of the District to initiate a comprehensive written equal opportunity program in order to provide applicants, employees and students the right to equal employment opportunities and equal access to educational programs and activities of the District. The District will not engage in unlawful discriminatory practices against any person employed or seeking employment because of race, color, ancestry, religion, marital status, national origin, sex or, within the limits imposed by law or District regulations, because of age, sexual orientation, disability, veteran status, parental status or citizenship. The Contra Costa Community College District is committed to equal employment opportunity in its employment practices and education programs. The District does not unlawfully discriminate, or support unlawful discrimination, on the basis of age, ancestry, color, disability, sex, marital status, national origin, parental status, religion, sexual orientation or veteran status in any access to or treatment in District/College program activities, and application for employment. The District also does not permit person or entities using its facilities for commercial purposes to engage in any form of discrimination prohibited by state or federal law.

Equal educational opportunity includes, but is not limited to, admission, recruitment, extracurricular programs and activities, facilities, access to course offerings, counseling and testing, financial assistance, employment, physical education, and athletics. Equal employment opportunity includes, but is not limited to, providing and safeguarding the opportunity for all persons to seek, obtain and hold employment and qualify for advancement in the District without discrimination.

The intent of the District's program is to reflect fully the spirit of the law.

Contra Costa Community College District is committed to nondiscrimination in compliance with the Civil Rights Act; Title IX of the Education Amendments of 1972; the Rehabilitation Act of 1973 (Section 503 and 504); the Americans with Disabilities Act of 1990; Executive Orders 11246 and 11375; the Vietnam Era Veterans Readjustment Act of 1974; the Age Discrimination in Employment Act of 1967.

- G. Independent Contractor Status: Contractor hereby agrees that it is engaged as an independent contractor and not as an agent or employee of the District; that it has and retains the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work; that it will be solely responsible for wages, including withholding of income taxes, social security taxes and preparation and filing of IRS Form 1099 for each individual furnished to the District under this contract, workers' compensation premiums, compliance with OSHA and all employment-related regulations relating to its employees; and that it will be responsible for its own acts and those of its subordinates, employees and agents during the term of this contract. Contractor agrees that as an independent contractor it is solely responsible for all Federal, State and Local taxes. Contractor further agrees that its officers and employees do not become employees of the District, nor are they entitled to any District employee benefits as a result of the execution of this contract.
- H. Conflict of Interest: No officer, member or employee of the District and no member of its governing bodies shall have any pecuniary interest, direct or indirect, in this contract or the proceeds thereof. No contractor or member of Contractor's family shall serve on a District board, committee, or hold any such position which either by rule, practice or action nominates, recommends, supervises Contractor's operation or authorizes funding to contractor.
- I. Confidentiality: Confidential information is defined as all information disclosed to contractor which relates to the District's past, present and future activities, as well as activities under this agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Contract, Contractor will return to the District all written or descriptive materials which contain any such confidential information.
- J. Use of District Property: Contractor shall not use District premises, property (including equipment, instruments or supplies) or personnel for any purpose other than in the performance of its obligations under this contract.
- K. Administrative Responsibilities: District retains professional and administrative responsibility for services rendered under this Agreement. District's retention of these responsibilities shall not alter or modify, in any way the hold harmless, indemnification, insurance or independent contractor provisions set forth herein.
- L. Access To Records: Until the expiration of five (5) years after the furnishing of any services, Contractor shall make available, upon written request, to District or to the federal/state government, or any of their duly authorized representatives, this Agreement, and such books, documents and records of Contractor that are necessary to certify the nature and extent of the reasonable cost of services to District. If Contractor enters into a District approved agreement with any related organization to provide services with a value or cost of \$10,000 or more over a twelve-month period, such agreement shall contain a clause to the effect that until the expiration of five years after the furnishing of services pursuant to such subcontract, the related organization shall

make available, upon written request, to District or to the federal/state government, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of the services and costs. This paragraph shall be of no force and effect when and if it is not required by law, or if modified by law, such modification will supersede this clause. District shall have access to Contractor's financial records for purposes of audit. Such records shall be complete and available for audit 90 days after final payment hereunder and shall be retained and available for audit purposes for five years after final payment hereunder.

M. INVOICING

1. Contractor shall submit an invoice directly to:
Contra Costa Community College District
Attn: Accounts Payable
500 Court Street
Martinez, CA 94553

2. Information on the invoice shall include:
 - Invoice number
 - Invoice date
 - Payment due date
 - Total invoice amount

N. PAYMENT

1. The District shall issue a check for the total amount of the invoice within thirty (30) working days of the date of receipt of the invoice.

O. FUNDING OUT CLAUSE

The District may, at its sole option, terminate this agreement at the end of any District Fiscal Year, for reason of non-appropriation of funds. In such event, the District will give Contractor at least thirty (30) days written notice that such function will not be funded for the next fiscal period. In such event, the District will return any associated equipment to the Contractor in good working order, reasonable wear and tear expected.

CONTRA COSTA COMMUNITY COLLEGE DISTRICT
Insurance Requirements

Contra Costa Community College District requires the provision of insurance certification demonstrating the following coverage:

Provide certificates of insurance and original endorsements as follows:

- **General Liability Insurance with limits of liability of \$2 Million General Aggregate and \$1 Million each occurrence – combined single limit for bodily injury and property damage;**
- **Automobile Liability Insurance on an occurrence basis covering owned, scheduled, hired, and non-owned automobiles used in behalf of the Service Provider with limit of liability for \$1 Million each accident;**
- **Workers Compensation Insurance (if applicable) with liability limits of \$1 Million and other limits as required under California Law;**
- **Errors & Omissions Insurance (if applicable) on an occurrence basis covering work done or to be done by or on behalf of the Service Provider in the amount of \$1 Million;**
- **Any deductible under this policy of insurance required in this agreement shall be the Service Provider's liability.**
- **Additional Insured 2nd Page Endorsement (verbiage): "The District, their officers, employees, representatives, volunteers, and agents shall be covered as additional insured"**

If the District is damaged by the failure of Service Provider to provide and maintain the required insurance, the Service Provider shall pay the District for all such damages.

Insurance Certificates should be sent to:

**Contra Costa Community College District
500 Court Street
Martinez, CA 94553
ATTN: Purchasing Department**

Electronically transmitted documents are also accepted and can be faxed or emailed to:

**Fax: 925-370-6517 fax number
Email: rherrera@4cd.edu**

Exhibit A

CONTRA COSTA COMMUNITY COLLEGE DISTRICT
500 COURT STREET
MARTINEZ, CALIFORNIA 94553

CCCCD Contract No.
College
Professional Services Contract

1. PARTIES: The CONTRA COSTA COMMUNITY COLLEGE DISTRICT (District) and _____, (Contractor) mutually agree and promise as follows:
2. TERM: The effective date of this Contract is *(date)* through *(date)* unless sooner terminated as provided herein.
3. TERMINATION: This Contract may be terminated by the District, at its sole discretion, upon five-day advance notice thereof to the Contractor, or canceled immediately by written mutual consent.
4. PAYMENT LIMIT: Contractor will be paid an amount not to exceed \$ _____ per year. This contract will be funded by general fund money.
5. DISTRICT'S OBLIGATIONS: In consideration of Contractor's provision of services as described below, and subject to payment limit expressed herein, District shall pay Contractor, upon submission of a properly documented demand for payment in the manner and form prescribed by District and upon approval of the District's designated representative.
6. CONTRACTOR'S OBLIGATIONS:
(Enter description of services here)
 - 6.1 Contractor shall observe and abide by all applicable laws and regulation, including, but not limited to, those of the District relative to conduct on its premises.
 - 6.2 Contractor agrees to perform the services with that standard of professional care, skill, and diligence normally provided in the performance of similar services.
 - 6.3 Contractor shall notify the District promptly of any expected delay in performance of services. However, Contractor shall not be liable for delays in performance beyond its reasonable control.
7. INDEPENDENT CONTRACTOR STATUS: This Contract is by and between the District and an independent contractor and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

- 7.1 As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the services described herein.
 - 7.2 All of Contractor's activities will be at Contractor's own risk and Contractor is hereby given notice of Contractor's responsibility for arrangements to guard against physical, financial, and other risks as appropriate.
8. INDEMNIFICATION: The Contractor shall defend, save harmless and indemnify the District and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Contractor hereunder, resulting from the conduct, negligent or otherwise, of the Contractor, its agents or employees.
- The Contra Costa Community College District shall defend, save harmless and indemnify the Contractor and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of District hereunder, resulting from the conduct, negligent or otherwise, of District, its agents, servants, employees or subcontractors hereunder.
9. CONFIDENTIALITY OF INFORMATION: Except as specifically authorized by the District in writing, information and other data developed or acquired by or furnished to Contractor in the performance of this Agreement shall be used only in connection with services provided to the District.

THIS AGREEMENT constitutes the complete understanding of the parties and supersedes any other prior agreements, and shall be governed by the laws of the STATE OF CALIFORNIA.

THESE SIGNATURES ATTEST THE PARTIES' AGREEMENT HERETO:

DISTRICT

CONTRACTOR

 Gene Huff, Executive Vice Chancellor,
 Governing Board
 Contra Costa Community College
 500 Court Street
 Martinez, CA 94553

 (name)
 (company name & address)
 Tax ID # _____

SECTION III

SIGNATURE PAGE—4CD-84 RFQ

(To be included with statement of qualifications submission)

To: Contra Costa Community College District
Attn: Rod Herrera
500 Court St.
Martinez, CA 94553-1278

Pursuant to and in compliance with this Request for Qualifications, after carefully reviewing all the terms conditions and requirements contained herein, the undersigned agrees to furnish such services in accordance with this RFQ.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this request for qualifications response is true and correct.

NOTE: ALL ENTRIES SHALL BE LEGIBLE AND SHALL BE PRINTED ABOVE THE LINE PROVIDED.

_____ Email

Type or Print Name/Title

_____ Date

Signature

Name of Company

Address

City State Zip Code

(_____) _____

Area Code Telephone Number

(_____) _____

Area Code Fax Number

ADDENDA/AMENDMENTS ACKNOWLEDGMENT

Consultant acknowledges receipt of: Addendum Number _____ Dated _____
Addendum Number _____ Dated _____
Addendum Number _____ Dated _____