

Request for Proposals (RFP) No. 068

**Audit Services
For
Compton Community College District**



Date Issued: March 3, 2022

Response Closing Date / Time: April 4, 2022 @ 2:30 p.m. PST

Bidders are invited to provide information on products and services for the above-mentioned project by providing a response to this RFP and forwarding it to the address indicated in this document by the date and time prescribed.

NO FAX OR EMAIL PROPOSALS WILL BE ACCEPTED.

1. Background about Compton College:

The Compton Community College District ("District") encompasses an area of about 29 square miles and serves the 307,229 residents of Compton, Lynwood, Paramount, and Willowbrook as well as portions of Athens, Bellflower, Carson, Downey, Dominguez, Lakewood, Long Beach and South Gate. The District provides transfer, vocational, and short-term courses in more than 40-degree programs and 30 certificate programs. The District is accredited by the Accrediting Commission for Community and Junior Colleges of the Western Association of Schools and Colleges; is governed by an independent five-member governing board who are elected at large for four-year terms; and administered by the Superintendent/President, who is appointed by the Governing Board.

2. Objective and Overview of the Project:

A. Objective

The District is soliciting proposals from qualified firms ("Consultant") to provide independent audit services for the District and Proposition 39 Bond Financial and Performance audits; as described in Exhibit A ("Statement of Work").

B. Overview

1. The District accounts for its financial transactions in accordance with the policies and procedures of the California Community Colleges Budget and Accounting Manual. The accounting policies of the District conform to generally accepted accounting principles as applicable to government agencies. Audits shall conform to the reporting requirements of the California Community Colleges Contracted District Audit Manual.
2. The accounts of the District are organized on the basis of funds or account groups, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for by providing a separate set of self-balancing accounts which comprise its assets, liabilities, fund balance, income and expenditures.
3. The District administers specially funded projects under grants and contracts with various federal and state agencies.
4. The basis of accounting generally requires the utilization of the modified accrual basis of accounting, wherein expenditures are recorded at the time of payment and income is recorded when received in cash, except for fiscal year-end when goods and services received and revenue earned may be accrued to reflect appropriate expenditures and income of the current year. However, the information will need to be converted to full accrual at year-end in accordance with GASB 34/35 for financial reporting purposes. The California Community College Chancellor's Office has recommended all State Community Colleges follow the Business-Type Activity (BTA) model for financial statement reporting purposes.
5. Qualified employees are covered under contributory retirement plans maintained by agencies of the State of California State Teachers' Retirement System (STRS) for instructional employees and Public Employees Retirement System (PERS) for classified employees. District contributions to these plans are currently paid or accrued based upon qualified employees' salaries.
6. The District is completely insured through Keenan and Associates joint powers agreements (JPA) for workers' compensation and property and liability insurance.
7. The District accounts for auxiliary operations through the Auxiliary Services Organization and Associated Student Body.

8. The District is primarily financed by apportionments from the State, property taxes received, and enrollment fees. The District uses the services of the County of Los Angeles for the assessment and collection of taxes. District taxes are collected at the same time and on the same tax rolls as are county, city, and special district taxes.
9. In 2002, voters approved Measure CC, a \$100 million general obligation bond to upgrade classrooms, labs, infrastructure, and instructional equipment, while making much-needed health and safety repairs and energy efficiency improvements within the District.
10. In 2014, voters approved Measure C, a \$100 million facilities bond designed to make technology and safety upgrades campus-wide.
11. The District has a Foundation and a separate audit issued by a different auditor.
12. Board Policy 6400 requires the District to hire an outside Certified Public Accountant to audit all funds, books and accounts of the District in accordance with the California Code of Regulations of Title 5. Multi-year contracts shall not exceed five (5) years.
13. Notwithstanding other provisions of this RFP, Bidders are hereby advised that this RFP is an informal solicitation of Proposals only. It is not intended, nor is it to be construed as engaging in formal competitive bidding pursuant to any statute, ordinance, policy or regulation.

3. Definition of Terms:

- A. The designation and reference of "District" refers to Compton Community College District, a political subdivision of the State of California.
- B. **Bidder, Firm, and Consultant** refers to companies that choose to submit Proposals to this RFP and used interchangeably within this document.
- C. **Proposal and RFP** are used interchangeably within this document.
- D. **Contract and Agreement** are used interchangeably within this document.

4. Contract Type / Term:

The contract type will be lump sum.

The term of this Agreement shall be for a period of three (3) audit years beginning with FY 2021/2022 and continuing until the certification of the FY 2023/2024 audit and with an option for an additional two (2) annual renewals.

However, if deemed necessary, the District may opt to increase the Consultant's involvement in the awarded contract via an Amendment. Such Amendment, if any, to increase or decrease the dollar value and extend the period of performance shall be at the sole discretion of the District.

5. RFP Schedule:

The following are the schedule of events for this solicitation:

RFP Issued	March 4, 2022 (Thu)
Pre-Proposal Conference	March 18, 2022 (Fri) @ 10:00 a.m.
Last Day for Submission of Questions from Bidders	March 25, 2022 (Fri) @ 2:30 p.m.
Due Date and Time for Submission of Proposal	March 31, 2022 (Mon) @ 2:30 p.m. (PST)

6. Pre-Proposal Conference:

A non-mandatory pre-proposal conference will be conducted.

Interested Bidder(s) can phone-in on any of the following

options:

Join from PC, Mac, Linux, iOS or Android: <https://cccconfer.zoom.us/j/92725153466>

Or iPhone one-tap (US Toll): +16699006833,92725153466# or +12532158782,92725153466#

Or Telephone:

Dial:

+1 669 900 6833 (US Toll)

+1 253 215 8782 (US Toll)

+1 346 248 7799 (US Toll)

+1 312 626 6799 (US Toll)

+1 646 876 9923 (US Toll)

+1 301 715 8592 (US Toll)

Meeting ID: 927 2515 3466

International numbers available: <https://cccconfer.zoom.us/j/92725153466>

Or an H.323/SIP room system:

H.323: 162.255.37.11 (US West) or 162.255.36.11 (US East)

Meeting ID: 927 2515 3466

SIP: 92725153466@zoomcrc.com

Or Skype for Business (Lync):

[SIP:92725153466@lync.zoom.us](mailto:92725153466@lync.zoom.us)

NOTE: If there is any query or concern in logging in, please contact Reuben James: (310) 900- 1600, rjames@compton.edu

7. Qualification Requirements:

Bidders should be able to demonstrate their current capability and possess a record of successful past performance in providing substantially similar products and/or services as those specified in this RFP. Accordingly, prospective Bidders should conform to the following minimum qualification standards and provide the required information in order to be considered for award.

- Certified Public Accountant duly authorized to practice and is licensed as such by the State Board of Accountancy to audit Community College books and accounts
- Minimum of five (5) years of experience providing the required services in this RFP.
- Ability to obtain and maintain the insurance required by the District (see Exhibit C "Sample Agreement").

8. Preparation of RFP:

- A. Proposals should be completed in all respects as required by the instructions herein. A Proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A Proposal will be rejected if, in the opinion of the District, the information contained therein was intended to erroneously or improperly mislead the District in the evaluation of the Proposal.
- B. The District is not responsible for payment of costs incurred in the preparation of the requested Proposals or any other ancillary expense.

9. Dissemination of RFP Information:

- A. The District may revise or add to the RFP prior to the deadline for Proposals and, at its own discretion, may extend the deadline for all potential Bidders. Any changes to the RFP will be in the form of written Addendum issued by the District Point of Contact. Response to any Bidder query will be issued as a Bulletin. Such Addendum/Bulletin issued will be uploaded at the District's website and shall be made part of this RFP. It is the Bidder's responsibility to regularly check the District's website for any Addendum/Bulletin issued.
- B. Except as stated in this provision, no other person aside from the District Contact or its designee is authorized to amend any part of this RFP, in any respect, either in writing or by oral statement.

10. District Contact:

All communication should be directed to the following District contact:

Reuben R. James
Director of Purchasing and Auxiliary Services
1111 E. Artesia Blvd.
Compton, CA 90221
(310) 900-1600, Ext. 2110
rjames@compton.edu

Any requests for information or questions about this RFP are to be sent only to the District Contact above by 2:30 p.m. on March 25, 2022.

NOTE: When communicating with the District Contact, please indicate in the subject line "RFP No. 068 Query"

11. Restriction on Communications:

- A. Except as specified in this Section, Bidders are not permitted to communicate with District staff regarding this solicitation during the period between the RFP issue date and the announcement of awards except during:
 - 1. The course of a Bidders' conference, if conducted;
 - 2. Oral presentations and site visits, if conducted.
- B. If a Bidder is found to be in violation of this provision, the District reserves the right to reject its proposal.

12. Questions Regarding the RFP:

- A. All inquiries, questions, and requests for clarification of the contents of this RFP should be sent by email to the District Contact. All inquiries should include:
 - 1. A clear and concise question and reference page number; and
 - 2. References to specific points within this RFP.
- B. Questions are due by the date specified in the RFP schedule in Section 5 of this RFP.
- C. Any person(s) other than the District Contact or its designee shall be deemed unauthorized to respond to questions regarding this RFP and may not be relied upon.

13. Errors and Omissions:

- A. Each Bidder should fully be familiar with the specifications and requirements of this RFP. The failure or omission of any Bidder to receive or examine any form, instrument, addendum, or other document, shall in no way relieve any Bidder from any obligation with respect to his/her Proposal or to the contract. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section.
- B. If Bidder discovers any discrepancy, error, or omission in this RFP or any Attachments, the District should be notified immediately, and a written clarification/notification will be issued as a Bulletin. No

Bidder will be entitled to additional compensation for any error or discrepancy that appears in the RFP where the District was not notified, and a response provided.

14. Proposal Preparation Costs:

All costs incurred in the preparation and submission of proposals and related documentation will be borne by the Bidder.

15. Submission of Proposals:

- A. Bidders should submit their responses to this RFP in a sealed envelope with detailed financial information.
- B. Bidder's response should contain one (1) signed paper copy (bearing original signatures), three (3) extra copies and one (1) electronic copy on a CD or flash drive, addressed to the District Contact above and identified by affixing a label containing the following information:
 - 1. Date of the Bidder's response
 - 2. RFP Project Name
 - 3. Name of Bidder's representative, phone number, and e-mail
- C. Bidders should forward their responses, in full conformity with the requirements of this RFP, by the stated deadline to the District contact above. Business hours are 8:00 am to 4:00 pm Monday through Friday. The Bidder is responsible for the timely delivery of their response to the District. Bidders assume all risks for any problem(s) in the submission and/or method of delivery chosen. The District assumes no responsibility for any delay caused by any delivery service selected by the Bidder. A proposal that is not received by the due date and time (via hand delivery, mail, courier) will be subject to rejection, at the sole discretion and in the best interests of the District.

16. RFP Exceptions:

- A. The District will not consider the submission of the Bidder's standard agreement(s) to be a presentation of exceptions. Every exception request must be stated as such in their proposal in accordance with this Section 16.
 - 1. Technical Exceptions: The Bidder shall clearly describe any and all deviations in its Proposal from the functional requirements stated in this RFP and describe any services that could be made by the Bidder to satisfy those requirements.
 - 2. General Exceptions: The Bidder shall also clearly state its objections, exceptions, or alternatives to the general (non-technical) requirements stated in this RFP. If the Bidder has no general exceptions to present, this fact should be stated in the proposal.
- B. Bidders are cautioned that if the District is unwilling or unable to approve a request for an exception to the RFP requirements and the Bidder does not withdraw the request, the proposal will be deemed to be non-responsive and ineligible for contract award.

17. General Terms and Conditions:

- A. Exhibit C (Sample Agreement) contains the general terms and conditions for this project.
- B. The District reserves the right to modify Exhibit C to the extent that it deems necessary either before or during any negotiations with a selected Bidder.

Each Bidder is expected to review the general terms and conditions or their objections to specific parts of Exhibit C as a mechanism to expedite the contract negotiation process.

18. Specifications:

Bidders are expected to meet or exceed the specifications in their entirety. Each proposal shall be in accordance with this specification. If products and/or services as proposed do not comply with specifications as written, Bidder should attach to their proposal a complete detailed itemization and explanation for each and every deviation or variation from these specifications. Absence of any such itemization and explanation should be understood to mean that Bidder proposed to meet all details of these specifications. Successful Bidder(s) delivering products and/or services pursuant to these specifications shall guarantee that they meet specifications as set forth herein. If it is found that materials/equipment and/or services delivered do not meet requirements of this specification, the successful Bidder(s) shall be required to correct same at Bidder's own expense.

19. Acceptance of Bidder's Response to RFP:

The District reserves the right at its sole discretion to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposal; amend, withdraw or cancel this RFP at any time without prior notice; postpone proposal openings for its own convenience; and request or obtain additional information about any and all proposal(s).

20. Withdrawal of Proposal:

Proposals may be withdrawn by written notice received by the District at any time prior to the submittal deadline.

21. Rejection of Proposal:

Reasons for rejection of proposals by the District include the following:

- A. Late proposals will not be accepted. Proposals may also be rejected for failure to conform to the rules or requirements contained in the RFP;
- B. Failure to sign the proposal;
- C. Proof of collusion among Bidders, in which case all proposals involved in the collusive action will be rejected;
- D. Noncompliance with applicable law, unauthorized additions or deletions, conditional proposals, incomplete proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning; and
- E. Provisions reserving the right to accept or reject an award or to enter into a contract containing terms and conditions that are contrary to those in the solicitation.

22. Proposal Acceptance Period:

All proposals shall remain available for District acceptance for a minimum of one hundred and twenty (120) days following the RFP closing date.

23. District Rights:

- A. The District reserves the right, at its sole discretion, to negotiate any price or provisions, accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposal; amend, withdraw or cancel this RFP at any time without prior notice; postpone proposal openings for its own convenience; and request or obtain additional information about any and all proposal(s), whenever, in the sole opinion of District, such action shall serve its best interests and those of the tax-paying public.
- B. Bidders are encouraged to submit their best prices in their Proposals, and the District intends to negotiate only with the Bidder(s) whose Proposal most closely meets District's requirements. The Contract, if any is awarded, will go to the Bidder whose Proposal best meets District's requirements.

24. Disclosure of Records:

All proposals, supporting materials and related documentation will become the property of the District. All information submitted as part of the proposal must be open to public inspection (except items marked as trade secrets and considered trade secrets under the California Public Records Act) after the award has been made. Should a request be made of District for information that has been designated as confidential by the Bidder and, on the basis of that designation District denies the request for information, the Bidder may be responsible for all legal costs necessary to defend such action; if the denial is challenged in a court of law.

Conflict of Interest:

- A. Bidder shall not hire any officer or employee of the District to perform any service under this RFP or any agreement resulting from this RFP.
- B. Bidder affirms that to the best of his/her knowledge there exists no actual or potential conflict between Bidder's family, business, or financial interest and the service under this RFP or any agreement resulting from this RFP, and in the event of change in either private interests or service under the award, any question regarding possible conflict of interest which may arise as a result of such change will be raised with the District.
- C. Bidder shall not be in a reporting relationship to a District employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Bidder.

25. Ethics:

- A. Bidder shall exercise extreme care and due diligence to prevent any action or conditions which could result in conflict with the best interest of the District.
- B. Throughout the term of any agreement resulting from this RFP, Bidder shall not:
 1. Accept any employment or engage in any work which creates a conflict of interest with the District or in any way compromises the work to be performed under this RFP or any agreement resulting from this RFP.
 2. Offer gifts, entertainment, payment, loans, or other gratuities or consideration to District employees, their families, other suppliers, subcontractors, or other third (3rd) parties for the purpose of influencing such persons to act contrary to the District's interest or for personal gain.
- C. Bidder shall immediately notify the District of any and all such violations of this clause upon becoming aware of such violations.

26. Proposal Format:

Bidder's Response to the RFP should be prepared in a concise and economical format, providing a straightforward description of the information requested. If there are any required specifications that may not apply to the Bidder's proposed product/services, the Bidder should mark the requirement as "Non-Applicable" and include the section in the Bidder's Response.

27. Proposal Content:

Bidders should include the following as part of their response to the RFP:

- Bidder Qualifications, Related Experience and References
- Project Plan
- Proposed Staffing and Project Organization
- Financial Proposal
- Corporate Profile
- References

A. Bidder Qualifications, Related Experience and References

This section of the proposal should provide a general description of the Bidder's background, nature of business activities, and verifiable experience providing the required products and/or services. It should explain the ability of the Bidder to satisfactorily perform the required work as a result of: (i) experience in performing work of a similar nature to that identified in the RFP; (ii) demonstrated experience working with similar organizations to District; (iii) strength and stability of the Bidder; (iv) current staffing capability and availability; (v) current work load; and (vi) proven record of meeting schedules on similar type of work.

Bidder should include information that will address the following question(s):

1. Please certify that your firm is properly licensed as a certified public accounting firm in State of California and (a) it meets the independence standards of the Government Auditing Standards (b) in good standing with the American Institute of Certified Public Accountants and the California Society of Certified Public Accountants.
2. Please include a certification that your firm is a properly licensed certified public accountant in good standing with the American Institute of Certified Public Accountants and the California Society of Certified Public Accountants.
3. Please state whether the Auditor understands that the primary purpose of the examinations specified herein is to express an opinion on the financial statements and that such an examination is subject to the inherent risk that errors or irregularities may not be detected. If conditions are discovered that lead to the belief that material errors, defalcations, or other irregularities may exist or if any other circumstances are encountered that require extended services, the Auditor will promptly advise the District.
4. Please state whether the Auditor shall certify that, in accordance with auditing standards and other applicable guidelines and regulations, the Auditor will select the necessary procedures to test compliance and to disclose non-compliance with specified laws, regulations, and contracts.
5. Please describe your firm's noteworthy qualifications/expertise in providing auditing services to community colleges. What other community Colleges and School District clients does your firm currently have?
6. Has the State Controller's Office ever rejected your clients' audit reports?
7. Does your firm have operating offices in this area?
8. Please describe your firm's experience in preparing reports required by the Controller's Audit Guide.
9. Does your firm have the expertise to recommend new financial procedures?
10. What are the results of the latest peer review performed on your firm?

B. Project Plan

This section should describe Bidder's overall strategy for achieving the requirements in the Statement of Work (See Exhibit A).

Bidder should include information that will address the following question(s):

1. What steps will be taken to ensure that report deadlines will be met?
2. What is the proposed schedule for the auditors to meet with management to keep them abreast of the status of the audit?
3. What procedures will be taken to ensure a smooth and effective transition from our current auditors?
4. What audit techniques will be used? What are the benefits and costs of using such techniques?
5. Please furnish a schedule projecting the completion of the audit work; express time in elapsed days/weeks from the start of work through the end of the project.
6. Please provide a work plan detailing the anticipated dates and amount of time expected to be at the District. The District would prefer to schedule final fieldwork during October. The District requires the presentation of the audit report to the Board of Trustees.

C. Proposed Staffing and Project Organization

This section of the proposal should include resumes of Bidder's key personnel to be assigned to the project, with information on their roles and responsibilities and a project organizational chart. The project

organization chart should clearly delineate communication/reporting relationships among the project staff, including sub-contractor(s) (if applicable). All key staff will be named in the proposal. Bidder should include a statement that key personnel will be available to the extent proposed for the duration of the project and, acknowledge that no person designated as key personnel shall be removed or replaced without the prior written concurrence of the District.

Bidder should include information that will address the following:

1. Who will be the members of the audit team assigned to the District?
2. Please provide a brief description of their qualifications, professional certifications, job functions and office location(s).
3. Please identify the Audit Manager who would provide the day-to-day direction of the audit work and is the District's primary contact person.
4. Please certify that the audit staff assigned to the account, in-charge level and above, shall each be a certified public accountant, properly licensed in the State of California.

D. Financial Proposal

1. Bidders must submit their Financial Proposal ("Base Bid") using the form entitled "Financial Proposal Form" in Exhibit B of this RFP. Bidder may submit the costs and/or fees as a lump sum or in a payment schedule format that is aligned with any project phase(s) or milestone(s). Unit pricing for any additional service(s) should also be included.
2. "Base Bid" is the Bidder's total costs (labor, materials & equipment) in providing the required services and using as references the factors provided in this form to compute the Base Bid.
3. The Financial Proposal Form must be signed by an authorized representative of the Bidder's organization and returned with the Bidder's proposal.

NOTE: Bidders may indicate an annual escalator in their annual fees as a cost-of-living adjustment. However, the District will accept no annual adjustment in excess of the annual consumer price index for the Los Angeles-Riverside-Orange County area as published by the U.S. Department of Labor, Bureau of Labor Statistics.

E. References/Others

Bidders should provide at least three (3) letters of reference from their current clients in the education sector. Please specify the name of the client, the contact person (including phone number and email address).

Bidder should include information that will address the following:

1. Is your firm or any member of your firm involved in any litigation relative to your transactions with other educational institutions?
2. Please disclose any conditions that may affect your firm's ability to perform contractually such as:
 - Financial issues
 - Planned office closures
 - Impending merger
 - Disbarment/suspension imposed by any federal, state, or local public agency

28. Method of Evaluation:

- A. Proposals will be evaluated by the District based on the response to the information requested above and the following weights are assigned for evaluation purposes:

Technical Evaluation : 65 %
Cost and/or Fees : 35 %

- B. All proposals will be examined for merit and ranked according to quality and responsiveness. The top

proposals (up to a maximum of five) may be called for interviews. If interviews are conducted, Bidder team members giving the presentation shall consist of those who will direct, execute, and complete the planning process. The firm or firms selected as first choice will be notified and asked to negotiate final terms of the contract with the District Superintendent/President or her representative. The contract will be forwarded to the Board of Trustees for approval and authorization.

- C. The District has the sole authority to select the final consultant(s)/firm(s) and reserves the right to reject any and all submittals, or any portion thereof. The District further reserves, at its sole discretion, the right to negotiate any and all cost factors and/or aspects regarding the scope of work.
- D. This RFP does not obligate the District to contract for the services specified herein. The final selection, if any, will be the proposal, which in the opinion of the District best meets the requirements set forth in this RFP and is in the best interest of the District. The District is not obligated to select the lowest-priced proposal. The District shall not be responsible for any costs associated with a Bidder's preparation of a proposal in response to this RFP.
- E. The Bidder selected to perform the duties as outlined in this RFP will be required to sign an Agreement (Refer to Exhibit C). Bidders should not propose their own standard contract or terms and conditions in response to this RFP. Any Bidder objection, exception or alternative to the Agreement and requirements provided in this RFP should be submitted together with the proposal and is subject for review and acceptance by the District. The District reserves the right to modify the Agreement to the extent that it]deems necessary either before or during any negotiations with a selected Bidder.

29. Incorporated Documents:

- A. Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in this RFP, any addenda to this RFP issued by the District, as well as the contents of the Bidder's proposal as accepted by the District.
- B. The following exhibits shall also apply and be incorporated by
reference: Exhibit A: Statement of Work
Exhibit B: Financial Proposal
Form Exhibit C: Sample
Agreement

Thank you for considering this solicitation.

EXHIBIT A: Statement of Work

A. Scope of the Audit Services

The selected Contractor ("Auditing Firm") shall audit all books of the District and Bond as described below:

1. District audit shall include all funds and accounts including District General Fund; Child Development Fund; Student Financial Aid Fund; Associated Student Body (ASB); Auxiliary Services Organization (ASO); and all other funds and/or accounts (not specifically named) under the control of the Board of Trustees of the Compton Community College District.
2. Bond audit shall include financial audit and performance audit.

B. Technical Standards

1. Examination of financial records and audits for compliance shall be made in accordance with the provisions of Section 84040 of the Education Code of the State of California.
2. The annual audit shall include minimum requirements of those prescribed by the Community College Chancellor's Office, State of California, as outlined in their publication entitled "California Community Colleges Contracted District Audit Manual" and shall conform to generally accepted auditing standards as specified in "Statements on Auditing Standards" published by the American Institute of Certified Public Accountants, and OMB Circular A-133.

C. Consultant's Obligation to Perform Work in Accordance with Standards

1. If the work performed by the Consultant is not in accordance with the standards as specified herein or if the reports submitted by the Consultant are not complete or if the reports are rejected by the California State Department of Finance, and/or Community Colleges Chancellor's Office and/or federal government as incomplete, then the Consultant shall be obligated to do whatever is required to correct the reports to meet the requirements as specified in the standards, or as specified by the Department of Finance, and/or Community Colleges Chancellor's Office, and/or federal government.

D. Work to be Done

A comprehensive financial and compliance audit shall be conducted of all funds, books, and accounts under the jurisdiction and control of the District.

1. Two (2) comprehensive financial and performance audits of bond funds as required by Proposition 39 and in conformity with Section 1 of Article XIII A of the California Constitution and Senate Bill 1473 and Generally Accepted Governmental Auditing Standard 8.30.
2. Preparation of the Data Collection Form in accordance with the Uniform Guidance.
3. Preparation of required GASB Statement 34 and 35 adjustments for appropriate financial statement presentation.
4. Preparation of required entry for District input based on the District's independent actuarial study for GASB 45 compliance.
5. Preparation of any required entries for District input regarding the recognition of liabilities for pensions (PERS and STRS) and Other Postemployment Benefits (OPEB).
6. Other services performed outside the scope of the audit as requested by the District.
7. Copies of a preliminary audit draft shall be prepared and submitted to the District prior to conducting exit conferences for the audit.

E. Staffing

1. Consultant shall assign professional staff as appropriate to the conduct of the audits. A partner of the audit firm will participate during the District audit and a manager shall be assigned to coordinate the activities of all Auditor staff and shall be the liaison between the Auditor and the District. An in-charge accountant with at least three (3) years of experience with audits of California Community Colleges should be assigned to supervise fieldwork.

F. Audit Reports

1. The audit shall be completed and submitted to the District and the State Chancellor's Office and the Partner and Manager will first meet with the District and also with the Board of Trustees to present the audit no later than the First week of December following the fiscal year under examination. Copies will be filed by the Consultant with all applicable reporting agencies and an additional twenty-five (25) bound copies, one (1) unbound copy, and one (1) PDF copy of the final audit report will be provided to the District.

G. Statements and Reports

1. Reports of examination of the financial statements must state the scope of the examination, that the audit was conducted in accordance with Generally Accepted Auditing Standards and is presented in accordance with Generally Accepted Accounting Principles.
2. Reports of compliance must include a statement that the examination was conducted in accordance with applicable auditing standards. The audit report must state whether the examination disclosed instances of significant non-compliance with laws and regulations. Findings of noncompliance or ineligible expenditures must be presented in sufficient detail for members of the District to understand the findings and implement corrective action.

H. Working Papers

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

I. Resources to be Provided by the District

1. Staff Assistance - The District shall have available appropriate staff to assist the Consultant by providing required information and explanation.
2. Working Space - The District shall provide the Consultant with the necessary working space.
3. Worksheets and Supplementary Schedules - Worksheets and Supplementary Schedules prepared by District staff shall be identified and agreed upon with Consultant.

J. Additional Terms and Conditions

1. Compensation
 - i. The District shall pay the Consultant an amount not to exceed the maximum cost proposed for each year the contract is in effect. Payments shall be made upon receipt of itemized invoices. Payments shall be made at the rates specified in the Bidder's response to this RFP for each of the three (3) years.
 - ii. In the event that circumstances disclosed by the audits indicate that more detailed verification is required in addition to that which would be sufficient under ordinary circumstances, it is agreed that such extended verification shall be subject to special contract or contracts upon a

fee basis mutually agreed upon between the respective parties to this Agreement. The fees shall be based upon a proposed schedule.

- iii. In the event the Auditing Firm provides all ascertainable facts relative to such circumstances together with an estimate of estimates of the additional cost or costs of furnishing a more detailed verification, it is expressly understood that fees relating to such extension or verification procedures are additional fees as the services relating thereto and are not contemplated as being within the scope of services to be performed under this Agreement.
- iv. In the event it is agreed not to employ extended procedures then and, in that event, the audit report will be subject to qualification with respect to the circumstances involved.
- v. Ten (10) percent of the fee for the annual audit will be withheld until the audit report has been certified by the state controller as conforming to the reporting provisions of subdivision (a) of Education Code (EC) Section 14503 [EC Section 14505(a)].
- vi. Fifty (50) percent of the audit fee for any subsequent year of a multi-year contract will be withheld if the prior year's audit report was not certified as conforming to reporting provisions of subdivision (a) of Section 14503. This multi-year contract will be null and void if the Auditing Firm or individual is declared ineligible to audit districts pursuant to subdivision (c) of Section 41020 .5. The amount withheld is not payable unless payment is ordered by the California Board of Accountancy or the audit report for that subsequent year as certified by the Controller as conforming to reporting provisions of subdivision (a) of Section 14503 [EC Section 14505(b)].

2. Supplemental Compensation and Additional Services

- i. If during the course of the audit examination, the Consultant finds any unusual item or circumstance which, in the Consultant's opinion, warrants an immediate detailed investigation, the same will be reported in writing to the District to the attention of the Superintendent/President. If the District determines that a more detailed verification is required than that which would be required under ordinary circumstances, a written authorization will be provided to the Auditor by the District.
- ii. Additional services are not within the scope of services to be performed pursuant to this Agreement. However, if additional services are required and authorized, the Agreement will be amended to reflect the additional services and supplemental compensation shall be at the hourly rates provided with the Proposal response applicable for the then-current audit year. If the additional work is not authorized by the District, the audit report may be qualified according to the circumstances involved. The District may also request the Consultant to perform work or render services in addition to those which are usual and customary in making an examination of books and accounts. If such work is performed by the Consultant, the Agreement will be amended to reflect the scope of the work to be done. Compensation for such work shall be at the hourly rates applicable to the then-current audit year.

3. IRS form W-9 Employer Identification Number and Certification

- i. The Consultant shall complete and submit a current IRS form W-9 Employer Identification Number and Certification. If Consultant fails to furnish the correct EIN, Consultant will be responsible for any penalty imposed by the IRS.

EXHIBIT B: Financial Proposal Form

TO: **COMPTON Community College**

FROM: _____
 Name of Bidder

A. BASE BID:

1. District Auditing Services	
Period	Fees
FY 2021/2022	
FY 2022/2023	
FY 2023/2024	
Sub-Total	

2. Bond Auditing Services	
Period	Fees
FY 2021/2022	
FY 2022/2023	
FY 2023/2024	
Sub-Total	

Base Bid (Sum of items A.1 and A.2): \$ _____
 (Amount in Figures)

B. RATES FOR ADDITIONAL SERVICES:

The District may request services not part of the scope for this RFP. Rates submitted by the Bidder below shall be fixed for the duration of and incorporated as part of the resulting Agreement, if awarded, and shall be used as reference for submission of proposals for required services by the District pursuant to the Agreement. Bidder to indicate if rate(s) provided is hourly/ daily/ etc.

Position	Rate

Note: If more pages are needed for B above, make duplicates and attach to this form.

This form should be signed in below by an authorized representative of the Bidder's organization and returned with the Bidder's proposal.

Signature:

Name:

Position:

Company Name:

Company Address:

Phone:

Email:

EXHIBIT C: Sample Agreement

COMPTON COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into this XXth day of Month, 2022 at Compton, County of Los Angeles, State of California, by and between the Compton Community College District, hereinafter called "District", and _____, hereinafter called "Consultant".

WITNESSETH:

WHEREAS, Government Code Section 53060 authorizes the District to contract with persons to furnish services and advice to District in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, Consultant represents that he/she is specially trained, experienced, and competent to provide such special services and to give the advice called for by this Agreement; and

WHEREAS, District has determined that it does not have on its staff employees qualified to provide such services, and has determined that it has a need to enter into this Agreement with Consultant for the special services and advice described herein;

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:

Article 1. Engagement of Consultant. District hereby contracts with Consultant to perform the necessary professional services and advice as hereinafter set forth.

Article 2. Consultant's Services.

(a) Consultant hereby agrees to perform the professional services set forth in Exhibit "A" (Statement of Work), attached hereto and incorporated herein by reference, to the satisfaction of District.

(b) Consultant shall keep District's representative, _____, fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify.

Article 3. Time of Performance and Term of Agreement. The services called for under this Agreement shall be provided by Consultant during the period commencing on _____. It shall be expressly understood by Consultant that time is of the essence of this Agreement and District may terminate this Agreement in the event of unexcused delay in Consultant's performance hereunder.

Article 4. Consultant's Fee. District shall pay to Consultant for the performance of all services rendered pursuant to and during the term of this Agreement the sum as follows: Not To Exceed _____. These fees shall include normal operating and office expenses, or costs associated with completion of the work to be done. District shall not be liable for any costs or expenses paid or incurred by Consultant in performing services for the District, unless specific exception is provided herein.

Article 5. Payments. Payment of Consultant's fee shall be made within 30 days of invoice or approved performance, whichever is later (NET 30). Consultant agrees and acknowledges that it is Consultant's sole responsibility to report as income all compensation received from District, and to make the requisite tax filings and payments to the appropriate federal, state and local tax authorities.

Article 6. Employee Benefits. Consultant shall be responsible for its salaries, payments, insurance and benefits including benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

Article 7. Indemnity. Consultant will defend, indemnify, and hold harmless the District, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Consultant, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Consultant, or any person or persons under Consultant's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Consultant, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Consultant's direction and control. District agrees to provide Consultant with prompt notice of any such claim or action and to permit Consultant to defend any claim or action, and that District will cooperate fully in such defense. District retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

Article 8. Workers' Compensation Insurance. Consultant agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Consultant participating under this Agreement, Consultant agrees to defend and indemnify the District from such claim.

Article 9. Insurance. Consultant agrees to carry comprehensive general and automobile liability insurance with limits of five hundred thousand dollars (\$500,000) per occurrence for bodily injury and property damage in a form mutually acceptable to both parties to protect Consultant and District against liability or claims of liability which may arise out of this Agreement. In addition, Consultant agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." The District may require provision of a copy of the insurance policy in its entirety. Consultant agrees to provide District with certificates of insurance evidencing all coverages and endorsements upon request.

Article 10. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, and upon reasonable notice, Consultant shall make available to District for examination at District's place of business all data, records, investigation reports and all other materials respecting matters covered by this Agreement. Consultant will permit District to audit and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

Article 11. Confidentiality and Use of Information.

(a) Consultant shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs, but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

(b) Consultant shall advise District of any and all materials used, or recommended for use, by Consultant to achieve the project goals that are subject to any copyright restrictions or requirements. In the event Consultant shall fail to so advise District and, as a result of the use of any programs or materials developed by Consultant under this Agreement, District should be found in violation of any copyright restrictions or requirements, Consultant agrees to indemnify and defend District against any action or claim brought by the copyright holder.

Article 12. Administration of Agreement. This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For
DISTRICT: Dr. Abdul Nasser
VP, Administrative Services
Compton Community College District
1111 E. Artesia Blvd.
Compton, CA 90221
(310) 900-1600
anasser@compton.edu

For CONSULTANT:
Name
Address
City State
Zip
Phone:
Email:

Article 13. Designated Project Manager. The District's Designated Project Manager for this Contract is:

Name:
Phone:
Email:

Article 14. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, received via email, or if mailed, on the fifth 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, the addresses of the parties are as set forth above.

Article 15. Ownership of Work Product. All products of work performed pursuant to this Agreement, including, but not limited to, notes, tables, graphs, reports, files, computer programs, and source code, will be the sole property of District and no reproduction of any portions of the work product may be made in any form without the express written consent of District. 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. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

Article 16. Termination for Cause. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) a material violation of this agreement by Consultant, (b) any act by Consultant exposing District to liability to others for personal injury or property damage, or (c) if Consultant is adjudged bankrupt, Consultant makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Consultant's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate and unless within five (5) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the five (5) days cease and terminate.

In the event of such termination, the District may secure the required services from another consultant. If the cost to the District of obtaining the services from another consultant exceeds the cost of providing the service pursuant
RFP No. 068: Audit Services Page 20 of 22

to this Agreement, the excess cost may be charged to and collected from Consultant. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

In the event of such termination, Consultant shall be paid the reasonable value of satisfactory services rendered up to the date of receipt of the notice of termination, less any payments theretofore made, as determined by District, and the Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

Also, at the time of such termination, all finished or unfinished documents, data, studies, drafts, surveys, drawings, maps, reports, and other materials prepared by Consultant shall, at the option of the District, become the property of District.

Article 17. Termination for Convenience. Either party may terminate this Agreement at any time and for any reason by giving written notice to the other party of such termination, and specifying the effective date thereof, at least thirty (30) days prior to the effective date.

If the Agreement is terminated as provided in this Section, Consultant shall be entitled to receive compensation for any satisfactory work completed up to the receipt by Consultant of notice of termination, less any payments theretofore made, and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to a specific request by District for the performance of such work.

Also, at the time of such termination, all finished and unfinished documents and other materials described hereinabove shall, at the option of District, become District's sole and exclusive property.

Article 18. Status of Consultant. It is agreed that District is interested only in the results obtained from service hereunder and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Consultant shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by the District, except as to the results of the work. Consultant is, for all purposes arising out of this Agreement, an independent contractor, and neither Consultant nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any District benefits to which District employees are entitled, including, but not limited to overtime, retirement benefits, insurance, vacation, worker's compensation, sick or injury leave or other benefits.

Article 19. Conflict of Interest. Prior to execution of this contract, contractor shall disclose in writing to District any and all compensation, actual or potential, which contractor may receive in any form from a party other than the District as a result of performance of this contract by contractor. If contractor becomes aware of the potential for such compensation subsequent to the execution of this contract, contractor shall disclose such compensation within three working days of becoming aware of the potential for such compensation. Prior to or concurrent with making any recommendation of any products or service for purchase by the District, contractor shall disclose any financial interest that contractor may have in any manufacturer or provider of the recommended products or services. The term "financial interest" includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

Article 20. Assignment. No portion of this Agreement or any of the work to be performed hereunder may be assigned by Consultant without the express written consent of District and without such consent all services hereunder are to be performed by Consultant, its officers, agents and employees.

Article 21. Compliance With Applicable Laws. Consultant 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 Consultant, Consultant's business, equipment and personnel engaged in activities covered by this Agreement or arising out of the performance of such activities.

Article 22. Permits/Licenses. Consultant and all of Consultant'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.

Article 23. Nondiscrimination in Employment. Consultant agrees that it will not engage in unlawful discrimination in employment as delineated in the California State Fair Employment and Housing Act, and Section 12940 of the California Government Code.

Article 24. Non-Waiver. The failure of District or Consultant 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.

Article 25. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

Article 26. Attorney's Fees. If either party commences any legal action or proceeding to enforce, interpret or construe this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs, as determined by the court. "Legal action or proceeding" includes a declaratory relief action and any bankruptcy or insolvency proceedings.

Article 27. Alterations or Variance. No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

Article 28. Governing Law/Venue. The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought exclusively in Los Angeles County.

Article 29. 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.

Article 30. Incorporated Documents. The following documents are attached hereto by reference and in order of precedence:

A. Exhibit A - Statement of Work

Article 31. Entire Agreement/Amendment. This Agreement and the Incorporated Documents listed in Article 30 above constitute the entire contract between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein. The terms and conditions of this Agreement shall govern over conflicting terms and conditions stated in any order form(s), attachment(s), appendix, exhibit(s), proposal(s), statement of work or other document related to this Agreement. Any modification to this Agreement must be on Amendment forms and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove first written.

CONSULTANT

DISTRICT

Name

Date

Dr. Keith Curry

Dat

e

Pres

ident/CEO

Compton College

Compton Community College District

CCCD Board Date: Month Day, 2022