

LOS ANGELES COMMUNITY COLLEGE DISTRICT

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ADMINISTRATIVE OFFICES: 770 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90017-3856 •
(213) 891-2000

Dr. Francisco Rodriguez, Chancellor



REQUEST FOR PROPOSALS (RFP) NO. RFP 19-02

BOND PERFORMANCE AUDIT SERVICES

Proposed RFP Schedule*

Pre-Proposal Conference:	March 11, 2019, 2:00 p.m. PST
Written Questions Due:	March 15, 2019, 5:00 p.m. PST
Proposals Due:	March 27, 2019, 2:00 p.m. PST
Anticipated Award of Contract:	May 2019

*Dates subject to change at the sole discretion of the LACCD.

CONTRACTS UNIT

770 Wilshire Boulevard, 6th Floor

Los Angeles, CA 90017-3719

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I. INTRODUCTION

A. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit offers from a qualified independent audit firm ("Performance Auditor") to perform a comprehensive Performance Audit of the Proposition A/AA, Measure J and Measure CC Bond Program ("Program").

B. BACKGROUND

The LACCD is one of the largest community college districts in the country, educating more than 200,000 students each year. The District's Sustainable Building Program is the largest public sector sustainable building effort in the United States. As part of a modernization and improvement effort in order to better fulfill our mission, the District is spending approximately \$9 billion in voter-approved bond allocations to build "green" in order to preserve our planet's most vital resources and boost the local workforce. This Building Program is designed to provide state-of-the-art facilities and critical resources at each of its community colleges:

- Los Angeles City College
- East Los Angeles College
- Los Angeles Harbor College
- Los Angeles Mission College
- Pierce College
- Los Angeles Southwest College
- Los Angeles Trade-Technical College
- Los Angeles Valley College
- West Los Angeles College

In November 2000, the passage of Proposition 39 amended the California Constitution to include additional accountability measures. Specifically, the District must conduct an annual, independent performance audit to ensure that funds have been expended only on the specific projects listed (Article XIII A sec. 1 (b) (3) (C)) ("Performance Audit") as well as an annual independent financial audit of the proceeds from the sale of the bonds until all of the proceeds have been expended for facilities projects (Article XIII A, sec. 1 (b) (3) (D)).

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Upon the passage of Proposition 39, an accompanying piece of legislation, AB 1908 was also enacted, which amended the Education Code to establish additional procedures which must be followed if a District seeks approval of a bond measure pursuant to the 55% majority authorized in Proposition 39, including formation, composition and purpose of the Citizens Oversight Committee, and authorization for injunctive relief against the improper expenditure of bond revenues.

On April 10, 2001, the voters authorized the District to issue \$1.245 billion of general obligation bonds. Proposition A passed with 67% majority. In May 2003, under Proposition AA, the voters approved an additional \$980 million of general obligation bonds. On November 4, 2008 the voters approved Measure J for \$3.5 billion. On November 8, 2016, voters approved Measure CC for \$3.3 billion. The total funds available from all four (4) Bond authorizations are \$9.025 billion.

C. HISTORICAL INFORMATION

The District was organized in 1969 and is governed by an elected Board of Trustees and is part of the statewide California Community College system. Members of the Board of Trustees are elected at large to serve four-year terms. LACCD serves a population of several million residents in southern California within an area of 884 square miles of metropolitan Los Angeles and unincorporated areas of the County of Los Angeles. The District extends from Agoura Hills in the western part of the San Fernando Valley to the City of San Fernando in the northeast. The service area includes Culver City on the western side of the greater Los Angeles basin, Monterey Park and San Gabriel on the east side as well as Palos Verdes estates and San Pedro to the south.

In keeping with its mission, the District provides comprehensive lower-division general education, occupational education, transfer education, credit and non-credit instructional programs geared to meet the needs of the communities its colleges serve and which meet the changing needs of students for academic and occupational preparation, citizenship, and lifelong learning. The Western Association of Schools and Colleges (WASC) accredits each of the nine colleges.

The physical footprint of colleges ranges in size from twenty-two acres (Los Angeles Trade-Technical College) to over four hundred fifty acres (Pierce College). Facilities include newly constructed classroom and instructional

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laboratory buildings, learning resource centers (libraries with specialized learning/tutoring centers), as well as original instructional buildings, parking structures, maintenance yards, athletic fields and gymnasiums.

II. GENERAL INFORMATION AND CONDITIONS

A. RFP SCHEDULE

The following dates are subject to change at the discretion of LACCD.

Pre-Proposal Conference:	March 11, 2019 2:00 p.m. PST
Written Questions Due:	March 15, 2019 5:00 p.m. PST
Proposals Due:	March 27, 2019, 2:00 p.m. PST
Anticipated Award of Contract:	May 2019

B. PRE-PROPOSAL CONFERENCE

The Non-Mandatory Pre-Proposal Conference on March 11 will be held in the Board Room at the District's Educational Services Center located at 770 Wilshire Blvd, Los Angeles, CA 90017 on the first floor at 2pm. Attendees should enter through the Wilshire Boulevard entrance on the north side of the building. All times noted above and elsewhere in this RFP are in Pacific Standard Time (PST).

While participation in the Preproposal Conference is not a prerequisite for submitting a proposal, all prospective Proposers are encouraged to take part. Minutes or other record of the conference will not be disseminated, except where material changes to this RFP are made by LACCD or answers to questions are deferred and later communicated as part of an addendum to this RFP.

C. QUESTIONS FROM PROPOSERS

Questions are to be submitted in writing by email to Daryan Hubbard at Hubbard@email.laccd.edu on or before March 15, 2019 5:00 p.m. PST (the "Questions Submission Deadline), with the subject, "Questions for *RFP 19-02: BOND PERFORMANCE AUDIT SERVICES*".

Proposers are asked to submit all questions in writing by the questions deadline. LACCD shall not be obligated to answer any questions received after the above- specified deadline or submitted in a manner other than as instructed above.

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Proposers are instructed not to contact District personnel or its agents in any other manner concerning this RFP. Unauthorized contact, at LACCD's sole discretion, will be grounds for disqualification of a proposer. Written responses from the District will be posted on the website:

<http://www.laccd.edu/Departments/BusinessServices/Contract-Services/Pages/Bids-And-Proposals.aspx>

D. PROPOSAL SUBMITTAL

The proposer shall submit to the District a printed original and eight (8) copies of its proposal, together with one (1) copy of a CD or USB drive containing an electronic version of the proposal in **Microsoft Word format**, no later than **March 27, 2019, 2:00 p.m. PST**. Proposals are to be enclosed in a sealed package displaying the proposer's name and the words "*RFP 19-02: BOND PERFORMANCE AUDIT SERVICES*".

Mail or deliver proposals to:

Los Angeles Community College District
Contracts and Purchasing Unit
Attention: Daryan Hubbard, Contracts Analyst
770 Wilshire Boulevard, 6th Floor
Los Angeles, California 90017-3719

Proposals must be received by the date and time above. Any proposal received after the submittal deadline, may, at the sole discretion of the District, be returned unopened or set aside without consideration.

Delivery of a proposal by the specified deadline is the sole responsibility of the Proposer. LACCD shall not be responsible for, nor accept as a valid excuse for late proposal receipt, any delay in mail service or other method of delivery used by the Proposer except where it can be established that the District was the sole cause of the late receipt.

Proposals submitted via fax, telephone or e-mail will not be accepted.

If hand-delivered, ample time should be allowed for delays caused by downtown Los Angeles traffic and parking. LACCD does not provide parking accommodations to proposers submitting proposals.

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The District intends that all proposals, regardless of method of submittal, remain unopened until after the deadline has passed for receipt of proposals. However, the District shall not be liable for damages alleged to arise from, nor accept as the basis for protest of a contract award, the circumstance where the District inadvertently opens a proposal prior to the deadline.

E. PROPOSAL EVALUATION AND CONTRACT AWARD

1. OVERVIEW

All proposals received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements specified in this RFP. An award will be made to the Proposer whose offer is judged to be the most advantageous to the District. The District expressly reserves the right to reject all proposals and make no award under this RFP.

2. EVALUATION PROCEDURES

Process

The process for evaluation, scoring, and selection on the Bond Performance Audit Services Provider shall proceed in three phases hereafter described.

First Phase

The first phase of the RFP process ("First Phase") shall commence with issuance and advertisement by the District of the RFP inviting interested firms to submit Proposals to provide Bond Performance Audit Services to the District. Subject to the District's discretionary right to disqualify any firm that is not responsive to the requirements of the RFP Documents, any and all interested firms are invited to respond to the RFP and to participate in the First Phase of the RFP process.

Upon receipt by the District, Proposals shall be delivered to a panel of evaluators appointed by the District ("Proposal Evaluation Panel") consisting of appropriate District staff and possibly outside consultants. The Proposal Evaluation Panel will evaluate and score the subjective scoring areas of the Proposals according to the criteria listed below. Objective areas, such as costs, shall be scored in accordance with mathematical formulae pre-established by LACCD. The results of the Proposal Evaluation Panel's scoring of the Proposals will be submitted to the Contracts Unit where appropriate techniques of averaging, as directed by the District scoring guidelines, determine the total score to be received by each Proposer.

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Based on the total scores for the First Phase, a short list of two or more most-highly rated proposers will be established who would then be invited to participate in the Second Phase of the RFP process as described hereafter. If three or fewer firms have submitted Proposals as part of the First Phase, they will (subject to any determination of disqualification) all be invited to participate in the Second Phase.

Second Phase

In the second phase of the RFP process ("Second Phase"), interviews will be conducted of the Short-Listed Proposers and may or may not include, at the option of the District exercised in its sole and absolute discretion, interviews of References ("Reference Interviews").

Interviews shall be conducted by a panel of evaluators appointed by the District ("Interview Evaluation Panel"), which may be comprised of the those same persons who served as evaluators on the Proposal Evaluation Panel or may include or be wholly comprised of other persons appointed by the District. The Interview Evaluation Panel will conduct, evaluate, and score the Interviews. It is the preference that the individual identified as the Partner/Principle in charge and/or the project manager of the engagement with LACCD to be the one(s) performing the presentation/interview.

If Reference Interviews are conducted, the person(s) identified by the Proposer in its Proposal as the contact person for the Reference will be interviewed and asked to give ratings or scores in response to a pre-established list of questions.

The score(s) received by each Short-Listed Proposers participating in the Second Phase will be submitted to the Contracts Analyst, who will average the scores of the evaluators in the manner provided for in the District's scoring guidelines and then weight and add the total scores received from the First and Second Phase in order to arrive at a single, overall total score for each Short-Listed Proposer for the First and Second Phases.

Weighting of scores for the First Phase and Second Phase shall be as follows: 50% for First Phase, and 50% for Second Phase. More detailed information on weighting of Evaluation Criteria for each Phase is set forth in Section II. E. 3: Evaluation Criteria below.

Based on these final, weighted scores for the First and Second Phases, the Short-Listed Proposers will be ranked from highest to lowest (highest score

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being the first in rank) and the resulting ranking announced to all Proposers who submitted Proposals.

Third Phase

Award or Negotiate. After evaluation and scoring of the First and Second Phases are complete the District will either (a) immediately accept the Proposal submitted by the highest-ranked Proposer or (b) conduct negotiations for the purpose of establishing agreed terms relative to pricing, staffing, and scope of services that are fair and reasonable to the District ("Negotiations"). The District may, at its sole discretion, substitute any pricing included in the Proposer's response with pricing for equivalent equipment and/or services the Proposer has on any existing contract the District may use as a State agency in the County and City of Los Angeles.

As part of the Negotiations, the District may, but assumes no obligation to, engage in give and take in regard to the terms of a Proposer's Proposals, including, without limitation, staffing, personnel, price, hourly rates, or scope of services. The District will first attempt to negotiate an agreement with the highest-ranked Proposer. If the District is unable to negotiate mutually acceptable pricing and terms with the highest ranking proposer, the District will formally terminate Negotiations with that Proposer and may undertake Negotiations with the next highest-ranked Proposer, continuing that process until an agreement is reached. If the District is unable to reach an agreement with any of the Short-Listed Proposers, the District shall then have the option, in the exercise of its sole and absolute discretion, of repeating the Second Phase and Third Phase in the manner herein provided for all of those Proposers who were not short-listed.

Any selection and contract award is subject to review by the District's Chancellor or designee and authorization by the District's Board of Trustees.

Request for Additional Information

During the evaluation the District may require supplemental information in order to fairly evaluate a Proposer's offer. For this purpose, the District may request such information, including a best and final offer, from the Proposer after the initial submittal. If such information is required, the Proposer will be notified and be permitted a reasonable period of time to submit the information.

3. EVALUATION CRITERIA

The proposal will be evaluated in accordance with response to the items described in Section IV: Proposal Format and Content and the following scoring criteria. Proposals will be evaluated for specificity, completeness, demonstrated experience to fulfill the requirements of this RFP.

By use of numerical and narrative scoring techniques, proposals will be evaluated by LACCD against the factors specified below. The relative weights of the criteria are based on a 100-point scale, as listed below.

Scoring Criteria for First and Second Phases

Criteria	Relative Weight
Work Plan Organization & Audit Plan Sample	30 points
Qualifications and Experience	25 points
Proposed Staffing and Project Organization	25 points
Costs and Fees	20 points
Total	100 Points

LACCD reserves the right to reject any or all proposals, to waive any irregularities or informalities in the offers received and to change the evaluation process described above if circumstances dictate this or it is otherwise in the best interests of LACCD to do such. In the event a proposal(s) is rejected, or in the event a proposer's offer is not rejected but does not result in a contract award, LACCD shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the proposal.

4. CONTRACT AWARD

After evaluation and scoring is complete, the District will either (a) immediately accept the Proposal submitted by the highest-ranked Proposer or (b) conduct negotiations for the purpose of establishing agreed terms relative to pricing, staffing, and scope of services that are fair and reasonable to the District (“Negotiations”).

As part of the Negotiations, the District may, but assumes no obligation to, engage in give and take in regard to the terms of a Proposer’s Proposals, including, without limitation, staffing, personnel, price, hourly rates, or scope of services. The District will first attempt to negotiate an agreement with the highest-ranked Proposer. If the District is unable to do so, the District will formally terminate Negotiations with that Proposer and may undertake Negotiations with the next highest-ranked Proposer, continuing that process until an agreement is reached.

Any selection and contract award is subject to review by the District’s Chancellor or designee and authorization by the District’s Board of Trustees.

F. GENERAL CONDITIONS

1. **ORAL COMMUNICATIONS.** Any oral communications by the District’s Contact Person(s) or designee concerning this RFP is not binding and shall in no way modify the RFP or the obligations of the District, the Proposer or Contractor. Any necessary modifications shall be made by written addenda issued by LACCD.
2. **RESPONSIVENESS.** A Proposer who submits a Proposal that does not conform to, or who does not conduct itself in accordance with, the requirements of the RFP Documents may be found to be non-responsive. The District shall have the right, but not the obligation, to take all or any combination of the following actions in response to a Proposer who is found to be non-responsive: (1) either before, during, or after scoring Proposals, disqualify such Proposer from further participation in the RFP process; (2) deny an Award to such Proposer; or (3) instruct the evaluators that they may or shall take into consideration such non-responsiveness in their scoring. The District’s rights as described above are discretionary and as such may be exercised, not exercised, or exercised in any manner, as the District determines appropriate in its sole and absolute

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discretion. If identical violations of the RFP Documents occur by more than one Proposer then the District shall endeavor to enforce the requirements of the RFP Documents in a manner that affords, as much as possible, equal or comparable treatment to all such violating Proposers; provided, however, that where identical violations are scored by the evaluators it is recognized that there may be variations in scoring among different evaluators and such variations shall not be considered unequal treatment. Consistent with the discretionary nature of the District's rights relative to the question of the non-responsiveness of a Proposer, wherever in the RFP Documents a term or condition of the RFP Documents is described using words or phrases such as "required," "mandatory," "shall," "no less (or more) than," "at least," "at a minimum," or words or phrases having a similar meaning, such words or phrases shall be interpreted as being intended to draw the Proposers' attention to certain terms or conditions of the RFP Documents that if not met may result in disqualification or a negative scoring and shall not be interpreted as obligating the District to disqualify a Proposer or negatively score a Proposal that does not conform to the stated term or condition or as limiting the District's right to determine a Proposer non-responsive to a finding of noncompliance with those terms and conditions or as precluding the District from finding a Proposer nonresponsive based on its noncompliance with another term or condition of the RFP Documents wherein such words or phrases are not used.

3. RFP ADDENDA/CLARIFICATIONS. If it becomes necessary for LACCD to revise any part of this RFP, or to provide clarification or additional information after the proposal documents are released, written addenda will be posted at the following website address: <http://www.laccd.edu/Departments/BusinessServices/Contract-Services/Pages/Bids-And-Proposals.aspx>.

It shall be the responsibility of the Proposer to check the above-mentioned website or to appropriately inquire with LACCD for any addenda issued. All addenda issued by LACCD shall become part of the RFP, and the Proposer shall acknowledge, in writing, receipt and incorporation of all addenda and clarifications in its response.

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Specifically, Proposer's acknowledgement of the addenda must be declared in the proposal in Exhibit D.

Failure of the Proposer to receive addenda shall not relieve the Proposer from any obligation under its proposal as submitted. The Proposer shall identify and list in its proposal all addenda received and included in its proposal. The Proposer's failure to identify and list in its proposal all addenda received and included in its proposal may be asserted by the LACCD as a basis for determining a proposal as non-responsive.

4. **SUBCONTRACTORS.** Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime/subcontractor basis rather than as a joint venture or informal team. If a subcontractor is to be used, that fact must be disclosed in the proposal, together with the name of each subcontractor and its duties in relation to the scope of work. Otherwise, use of subcontractors will not be permitted without prior written approval from the District.
5. **JOINT OFFERS.** Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. LACCD intends to contract with a single firm and not with multiple firms doing business as a joint venture.
6. **EXCEPTIONS / DEVIATIONS.** Any exceptions to, deviations from, or inability to comply with the requirements set forth in this RFP, or the terms and conditions contained in the "Standard Agreement" provided as Exhibit G (Standard Agreement), must be declared in writing in Exhibit E (Exceptions and Deviations to the Standard Agreements) within the proposal; failure to do so will prevent proposer from asserting its inability to comply with the terms or conditions later on. Such exceptions or deviations must be segregated as a separate element of the proposal under Exhibit E - "Exceptions and Deviations to the Standard Agreements." The District will make a good faith effort to consider contractual issues identified by Proposers and LACCD requires all proposing Proposers to similarly make a good faith effort to comply with the District's sample agreement terms and conditions.

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Proposals that mandate the use of Proposer standard services contract, rather than utilizing the District's standard contracts will result in that Proposer's proposal being judged non-responsive and these proposals will be rejected. Proposals that reject the following integral provisions of the District's contract terms and conditions will be treated as a rejection of the District's contract and these proposals will be rejected.

- Term of Agreement
- Indemnification
- Governing Law
- Non-Discrimination
- Accessibility
- Board Authorization

The proposer's attention is directed particularly to the section in the Standard Agreements, which specifies the minimum insurance requirements that must be met by the successful proposer(s). The proposer's inability or unwillingness to meet these requirements as a condition of award must be stated as an exception in the proposal.

7. **PRE-CONTRACTUAL EXPENSES.** The District shall not be liable for pre-contractual expenses incurred by the Proposer in the preparation of its proposal and Proposers shall not include any such expenses in their offers. Pre-contractual expenses are defined as expenses incurred by the Proposer to: (1) prepare and submit its offer to the District; (2) negotiate with the District on any matters related to this RFP; and (3) any other expenses incurred by the Proposer prior to the date of award, if any. Issuance of this RFP and receipt of proposals does not commit the District to award a contract. The District reserves the right to postpone the award for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer simultaneously, or to cancel all or part of this RFP.
8. **WITHDRAWAL; PROPOSAL IRREVOCABLE FOR 180 DAYS.** A Proposer may withdraw its proposal at any time prior to the

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- submittal deadline by sending the District a request in writing from the same person who signed the submitted proposal. As of the deadline for submittal, any proposal received by the District and not withdrawn becomes an irrevocable offer available for acceptance by the District immediately and for one-hundred eighty (180) days thereafter. The Proposer is responsible for the accuracy of the proposal submitted, and no allowance will be made for errors or price increases that the Proposer later alleges are retroactively applicable.
9. **EXEMPTION FROM DISCLOSURE.** Proposals will remain confidential in their entirety until the evaluation and analysis process is complete and a recommendation of an award has been submitted to the Los Angeles Community College District, except for information declared at the proposal opening date. All proposals submitted will become the property of the Los Angeles Community College District. The preparer must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that the preparer claims are exempt from disclosure under the Public Records Act (California Government Code Section 6250 et seq.). Any firm claiming such an exemption must also state in the bid that "the bidder agrees to indemnify and hold harmless the Los Angeles Community College District, its Board of Trustees, and its officers, employees and agents, from any claims, liability, or damages against, and to defend any action brought against above said entities for their refusal to disclose such material, trade secrets, or other proprietary information by any party." Failure of a proposal to include such a statement will be deemed a waiver of any exemption from disclosure under the Public Records Act. A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by the District.
 10. **IMMATERIAL DEFECTS IN PROPOSAL.** The District may waive any immaterial deviation or defect in a proposal. The District's waiver shall in no way modify the RFP documents or excuse the Proposer from full compliance with the RFP if awarded the contract.
 11. **PROPOSED CONTRACT.** The Proposer selected for contract award through this RFP shall be required to enter into a written agreement

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with LACCD. The Professional Services Agreement presented in Exhibit G of this RFP is the agreement proposed for execution with the successful proposer. It may be modified to incorporate other pertinent terms and conditions set forth in this RFP, including those added by addendum, and to reflect the proposer's offer or the outcome of contract negotiations, if any, conducted with the Proposer. Exceptions to the terms and conditions of the Professional Services Agreement, or the Proposer's inability to comply with any of its provisions of the Professional Services, must be declared in the proposal, as provided in Section II. E. 2: Exceptions and Deviations. It may be modified to incorporate other pertinent terms and conditions set forth in this RFP, including those added by addendum, and to reflect the Proposer's offer or the outcome of contract negotiations, if any, conducted with the Proposer.

The Proposer's inability or unwillingness to meet these requirements as a condition of award must be stated as an exception in the proposal. A Proposer's unwillingness to meet the requirements of the Proposed Agreement will be grounds to reject the Proposer's proposal, in part or whole, and will result in the proposal being set aside from any further consideration for contract award.

12. **TERM OF CONTRACT.** If a contract is awarded through this RFP, it will be effective upon full execution of the agreement and continue for a period of three (3) years unless terminated earlier in accordance with the provisions specified in the District's Standard Agreements with options for two (2) renewals of one years each upon mutual agreement. No agreement with the District shall be in effect until a contract has been approved by the Board of Trustees of the Los Angeles Community College District and has been signed by both parties. Services under the contract are anticipated to begin thereafter as soon as practicable.
13. **NEWS RELEASES.** News releases pertaining to any award resulting from this RFP may not be issued without the prior written approval of the District.

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14. USE OF DISTRICT EMPLOYEES' NAMES. The successful Proposer must agree not to use the names or addresses of District employees for any purpose not directly related to this RFP.
15. CONTRACTOR EVALUATION. At the conclusion of the contract, the District may evaluate the contractor's performance. The results of this evaluation may be considered by the District in evaluating future proposals from the contractor and may be shared with other parties considering engaging the contractor.
16. PROTESTS. Any proposer that has provided a sealed bid or proposal to the District may protest the solicitation or award of a contract for violations of LACCD's procurement policies or of laws and regulations governing LACCD's procurement activities, provided the proposer has complied with PP-04-09, Bid Protest and Appeals. <http://www.laccd.edu/Departments/BusinessServices/Contract-Services/Documents/04-09-bid-protest-and-appeal.pdf>. The Annual Adjustment Bid threshold for 2018 is \$92,600.

In order to be considered, all protests must be in writing and filed with and received by LACCD, not more than five (5) business days following the date of issuance of the District's Notice of Intent to Award with the contact below. The protest letter must state the basis for the protest and the remedy sought. Protests received by LACCD after this date will be returned to the sender.

Dr. Robert Miller
Vice Chancellor, Finance and Resource Development
Los Angeles Community College District
770 Wilshire Blvd, 6th Floor
Los Angeles, CA 90017

Failure to timely file the proposal protest shall constitute grounds for the District to deny the proposal protest without further consideration of the grounds stated therein.

G. PROPOSER REPRESENTATIONS

Each Proposer submitting a Proposal in response to this RFP is deemed to have made the following representations:

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1. Proposer represents that its Proposals fully comply with the requirements of the RFP Documents.
2. Proposer represents that each person who signed a document that is included in the Proposer's Proposals was at the time of signing, and for the duration of Proposer's participation in the RFP process provided for in these Instructions shall remain, authorized to so sign on behalf of and to bind the Proposer.
3. If the Proposer is a corporation, limited liability company, or limited partnership, Proposer represents that it is, and for the duration of Proposer's participation in the RFP process provided for by these Instructions shall remain, registered with the Office of the Secretary of State for the State of California and authorized under Applicable Laws to do business in the State of California with a legal status determined by said Office of the Secretary of State of "active and in good standing."
4. Proposer represents that it has carefully reviewed the proposed Agreement and that the terms and conditions thereof are satisfactory to Proposer and represent in the opinion of the Proposer a fair and reasonable allocation and sharing of risks and responsibilities.
5. Proposer represents that it has carefully reviewed all of the exhibits attached hereto and taken all matters disclosed thereby into consideration in preparing and submitting its Proposals.
6. Proposer represents that it is, and at all times during the performance under the Agreement shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well any similar provisions of Applicable Laws setting forth proscriptions or penalties relating to the employment or hiring of undocumented aliens.
7. Proposer represents that, at the time of submission of its Proposals, Proposer and each of its Sub-consultants and/or subcontractors possesses any licenses that may be required to hold under the terms of the RFP Documents, as well as any other licenses (if any) that it is required by Applicable Laws to hold in order to perform

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those services that it anticipates it will be required to perform under the terms of the Agreement.

8. Proposer, being familiar with California Government Code §§1090 et. seq. and §§ 87100 et seq., represents that it does not know of any facts occurring in connection with the Proposer's preparation for, or participation in, the herein described RFP process that constitute a violation thereof and has disclosed in a separate letter attached to their proposal of any possible interests, direct or indirect, which Proposer believes any official, officer, agent, or employee of the District or any of its Colleges, or any department thereof, has that might cause such official, officer, agent, or employee to be "financially interested" (as that term is defined the aforementioned statutes) in any decision made by District in connection with the procurement that is the subject of this Request for Proposal.
9. In accordance with Public Contract Code section 2204 (a), the Proposer certifies and represents that at the time its Proposal(s) are submitted, the Proposer is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable. Proposers are cautioned that making a false certification and representation may subject the Proposer to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Proposer agrees that submission of its Proposal(s) shall constitute Proposer's certification and representation as aforesaid.

III. SCOPE OF WORK

Scope of the Proposal

Performance Audits for three fiscal years July 1, 2018-June 30, 2019; July 1 2019-June 30, 2020; and July 1, 2020-June 30, 2021 with the option for two additional one year extensions.

Present and complete the Performance Audit for each fiscal year with the understanding that the completion and presentation of Performance Audit reports will occur after the last date for each fiscal year audited. The presentation to the LACCD Board of Trustees for the July 1, 2018-June 30, 2019 Performance Audit is estimated to be late 2019, but no later than the last Board of Trustees meeting in December of 2019. Presentation to the Bond Steering Committee and the District Citizens Oversight Committee will follow the acceptance of the Performance Audit by the Board of Trustees. These presentations shall be no later than the last scheduled committee meeting prior to the date of March 31, 2020. Each of the subsequent years will follow this same schedule with the LACCD Board of Trustees presentations to be no later than the last meeting in December and Bond Steering Committee and District Citizens Oversight Committee presentations no later than the last scheduled committee meeting prior to the date of March 31.

Proposer Minimum Requirements for Participation in the Proposal Process

The objective of the Performance Audit is to meet or exceed the State, Federal and American Institute of Certified Public Accountants auditing standards; the generally-accepted government auditing standards (GAGAS), informally known as the 'Yellow Book' issued by the comptroller general of the United States (U.S.), who heads the U.S. Government Accountability Office (GAO); other auditing standards, as they may apply; applicable federal and state laws and regulations; and grant program and contractual requirements.

The GAGAS standard used to conduct the Performance Audit shall be consistent with the California Proposition 39 objective ensuring that funds are spent on the projects for which the ballot initiative indicated the funds would be used.

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The selected audit firm shall consider the California Community College Budget and Accounting Manual and other such publications relating to community college accounting and performance audit procedures as may be in effect during the term of the agreement while conducting the Performance Audit.

The selected audit firm shall furnish a review and written report on LACCD's internal control structures and internal accounting and administrative controls. To do this, the audit firm shall:

1. Coordinate with Program Management Office to allow for above referenced LACCD deliverables to be in a format to allow for reasonable time and resource requirements;
2. Provide at least five (5) weeks prior to commencing fieldwork a complete list of required items to be furnished by LACCD necessary for the audit firm to complete its fieldwork;
3. Meet with Counsel, including but not limited to Office of General Counsel, bond counsel, property counsel and construction counsel;
4. Perform recurring testing of bond fund expenditures during the fiscal year, including but not limited to testing and follow-up for LACCD Bond Program labor hour testing;
5. Perform testing and follow-up for LACCD bond expenditures;
6. Perform testing and follow-up for District transactions and bond expenditures;
7. Perform testing and follow-up for College Project Manager billings and bond expenditures;
8. Perform testing and follow-up for Specialty Consultants' billings and bond expenditures;
9. Perform testing and follow-up based on the District's adopted Cost Principles as well as GAGAS requirements;
10. Prepare a written report that describes the extent of compliance with the District's adopted Cost Principles as well as GAGAS requirements;
11. Prepare a written report that describes the extent of compliance with the relevant Standard Operating Procedures.

A. PERFORMANCE AUDIT STANDARDS:

Definition

A performance audit provides reasonable assurance or conclusions based on evaluation of sufficient and appropriate evidence of fund expenditures within specified projects listed in each proposition authorizing the sale of bonds. The performance audit should contribute to public accountability by enabling those charged with governance and oversight to improve program performance and operations, reduce costs and facilitate decision making by parties responsible to oversee or initiate corrective action.

Performance audits are defined in Government Auditing Standards issued by the Comptroller General of the United States, California Constitution Article XIII A and the California Education Code. The Comptroller General of the United States defined and specified performance audit professional standards within (GAGAS). California Senate Bill 1473, approved September 23, 2010, specified the application of GAGAS to performance audits required under California Proposition 39, the "Smaller Classes, Safer Schools and Financial Accountability Act" (Proposition 39), the California Constitution (State Constitution) Article XIII A and California Education Code (Education Code) Section 15272. GAGAS specifies the following relevant performance audit scope areas:

Compliance – Audit against compliance criteria established by laws, regulations, contract provisions and other requirements. Compliance work scope provides the minimum amount of performance audit coverage required to comply with Proposition 39, the State Constitution and the Education Code.

Economy and Efficiency, Effectiveness and Results – Focuses on resource consumption and how organizations acquire, protect and use resources as well as measuring the extent to which a program is achieving its goals. This performance audit scope area requires an objective analysis that enables management and those charged with governance and oversight to use the information to "improve program performance and operations, reduce costs, facilitate decision making by parties with responsibility to oversee or initiate corrective action and contribute to public accountability" as specified in GAGAS.

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Internal Control – Assess internal controls to determine if they provide reasonable assurance of achievement of specified goals, which is a typical component in the assessment program performance.

GAGAS requires performance auditors to be independent, competent and to have internal quality controls. Relevant definitions of these criteria are as follows:

Independence – The performance audit organization and individual auditors must be free from personal, external and organizational impairments to independence and must avoid the appearance of such impairments of independence.

Competence – The performance audit organization and its professional staff should have: a) performance audit experience, b) knowledge of GAGAS, the community college environment and construction programs, c) sampling, information technology, engineering and construction audit skills, d) staff who have completed 80 hours certified professional education (24 hours applicable to GAGAS) every two years, e) compliant reporting of performance audit results, and f) proper licensing as applicable to provide the professional services to be rendered.

Quality Control – The performance audit firm must have: a) a quality control system that complies with professional standards and b) an external peer review once every three years to verify the compliant implementation of the audit organization's quality control system.

The firm selected to conduct the Performance Audit for LACCD must satisfy all of the above criteria.

We anticipate that the audits described above will require, but will not be limited to:

Execution of a written Performance Audit report, which shall at minimum contain the following elements:

- Methodology
- Findings and/or Observations
- Discussion of cause and effect
- Recommendations for improvements

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- Any and all recommendations made by the selected audit firm must align with the environment in which the LACCD's Facilities, Planning and Development must legally and realistically operate. When recommendations involve major additions or a shifting of resources, the Performance Auditor should identify alternative procedures and controls that can be implemented in the interim until such additions or resources can be in effect.

The selected firm must align its audit with the guidelines of a GAGAS performance audit, which will require meeting and agreement with the District annually to establish the scope of work for each Performance Audit. Each year the Performance Auditor in collaboration with the District shall select three (3) to five (5) of the campuses to be audited, in depth, along with an audit of Program Management Office (PMO). At minimum the scope shall include:

- Interviews of key personnel including but not limited to senior management responsible for the overall Bond program, District office personnel, college facilities management, College Project Management and program management accounting and control personnel. Interview should also include key or major contractors to the program.
- Methodology to verify the compliance of the programs with the correct funding source and compliance with Proposition 39
- Methodology to verify expenditure controls and contract compliance
- Methodology to verify procurement controls to ensure competitive bidding and to avoid excessive expenditures
- Review of project close-out processes to insure best practices
- Analyses of current control/budgeting systems
- Verification of change orders

The selected audit firm shall submit draft reports for the purpose of advance discussion of the issues, findings, and recommendations to be contained in the final report. The draft report will gather responses and comments from the District/management and include them into the final report prior to submission to the Board of Trustees. The Performance Auditor shall work diligently and timely with the PMO to complete this task.

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The selected audit firm shall devote such diligence, skill, and time necessary to complete the Performance Audit by November 15th of the fiscal year following the audited year in accordance with Education Code Section 84040. The final report with Management shall be timely filed with the Los Angeles County Clerk, the Los Angeles County Office of Education, the California State Board of Governors for the Community Colleges, and the State Department of Finance. Additionally, the final report shall be presented to the District Citizens Oversight Committee on or before March of each fiscal year.

The selected audit firm shall render periodic reports in the progress of the Performance Audit and examinations whenever requested by the Chief Facilities Executive (CFE) or designee.

Provide fifty (50) double-sided hard copies of each Performance Audit for the District and two copies of a CD containing an electronic version of the report and all attachments.

Coordinate with the PMO to prepare and present periodic status reports for the audit areas completed, in progress, and to be completed, including dates of completion, expected start dates and expected dates of completion.

The Performance Auditor shall retain all working papers for a period of five (5) years, unless otherwise specified in writing by the District. Such papers shall be available for review and audit by the District, representatives of the federal/state governments, subsequent audit firms and other individuals as directed by the Chief Facilities Executive (CFE) or designee. Working papers must be submitted to the requesting party within thirty (30) days of the request.

The selected audit firm shall be responsible for pulling or obtaining all sample documentation from the Program Manager Office document control system. Currently, the Bond Program utilizes Docview for its document management system. This may change in the future. In the event of a change, the District will make best attempts to select a major and widely used document management system which the selected must be able to learn and use.

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Following Board acceptance of each audit report, supply the District with a copy of all relevant work papers.

The Los Angeles office of KPMG performed the prior three annual Performance Audits. Copies of these reports are available in the office of the Office of the Facilities, Planning and Development located at 770 Wilshire Blvd, 6th Floor, Los Angeles, CA 90017.

B. PRESENTATIONS AND MEETINGS:

Make public presentations of the final Performance Audit report to the District's appropriate Board of Trustees subcommittee and the full Board of Trustees for Board acceptance prior to or on the last meeting Board of Trustees in December following the audited fiscal year. In addition presentation will be made to the Bond Steering Committee and the District Citizens Oversight Committee.

Make at minimum annual or periodic presentations to the District Citizens Oversight Committee as directed by the Chancellor or designee.

Render periodic reports in the progress of the Performance Audit and examinations whenever requested by the CFE or designee.

Attend the following meetings:

1. District Bond Steering Committee – 2 to 3 hours every month
2. Board of Trustee Meetings – 4 hours monthly
3. College Project Managers Meetings – 2 hours monthly
4. Board of Trustees Finance and Audit Committee updates or Facilities Master Planning and Oversight Committee- 1 hour monthly

C. MISCELLANEOUS

Be available for additional reports and meetings as directed by the Chancellor or designee.

Be available to work at the District Office, at the PMO offices both in downtown Los Angeles and at the nine colleges, which are spread across the District, as needed.

IV. PROPOSAL FORMAT AND CONTENT

A. GENERAL

Proposals are to be submitted in 8 1/2" x 11" size, typed and, if submitted in paper form, bound with a simple method of fastening. Lengthy narratives are discouraged; presentations should be brief and concise and not include extraneous or unnecessarily elaborate promotional material. Proposers should use the following outline in organizing the contents of their proposals.

B. COVER LETTER

The letter of transmittal shall, at a minimum, contain the following:

- Identification of the Proposer, including business name, address and telephone number;
- Name, title, address, telephone number, fax number, and e-mail address of a contact person during the period of proposal evaluation;
- A statement that the proposal shall remain valid for a period of not fewer than one-hundred eighty (180) days from the due date for proposals;
- Identification of any information contained in the proposal which the Proposer deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under the California Public Records Act or US Freedom of Information Act (a blanket statement that all contents of the proposal are confidential or proprietary will not be honored by the District); in accordance with information provided in Section II. F. 9: Exemptions From Disclosure; and
- Signature of a person authorized to bind the offering firm to the terms of the proposal.

C. TABLE OF CONTENTS

Immediately following the introduction and cover letter, insert a complete table of contents for material included in the proposal, including page numbers.

D. QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

Overview

This section should establish the ability of the proposer and any sub-consultants to satisfactorily perform the required work by reasons of: demonstrated competence in the services to be provided; nature and relevance of similar work recently completed for other clients; record of meeting schedules and deadlines on other projects; competitive advantages over other firms in the same industry; strength and stability as a business concern; and supportive client references. Information should be furnished for both the proposer and any sub-consultants included in the offer.

Instructions

Furnish background information about your firm, including date of founding, legal form (i.e., sole proprietorship, partnership, LLC, corporation/state of incorporation), number and location of offices, principal lines of business, number of employees, days/hours of operation and other pertinent data. Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect the Proposer's ability to perform contractually. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract by any federal, state or local public agency.

Identify at least three (3) current similar clients that the District may contact as references and visit your firm has done business with in the last five (5) years, preferably public agencies such as other community college districts or other schools or college district clients which the LACCD may contact as references. Describe the work performed and include the name, job title, address and telephone number of a contact person for each reference.

Describe your firm's most noteworthy qualifications for providing the required services to the District. Specifically highlight those qualifications that you feel would distinguish you from your competitors. Failure to provide this information will result in zero (0) points being awarded in this section.

Financial information audited or reviewed financial statements may be requested by the District prior to award of RFP.

E. STAFFING AND ORGANIZATION

Overview

This section should discuss the staff of the proposing firm who would be assigned to work on this engagement and their reporting relationships.

Content

Identify the key personnel from your firm that would be assigned to LACCD's project. Include a brief description of their qualifications, professional certifications, job functions, and office location(s). Designate a Project Manager who would provide day-to-day direction of the required work and become LACCD's primary contact person. Furnish brief resumes (not more than one page, resumes do not count against the above page limitation) for all key personnel; include these as an appendix, not in the body of the proposal. Specifically describe the staff experience in the area of auditing community college districts, bond funds and other government agencies.

Key Personnel must:

- Understand and apply appropriate professional standards, including Generally Accepted Government Auditing Standards (GAGAS).
- Have appropriate knowledge, skills and discipline for the conduct of a local education agency Performance Audit.
- Have the qualifications necessary to provide the needed Scope of Services;

Partner/In-charge Performance Auditor shall be a GAGAS "Yellow Book" certified public accountant, currently licensed in the State of California.

Project Manager shall coordinate the activities of the audit staff and shall be liaison between the Performance Auditor and the District. The Project Manager shall be readily accessible and respond on a timely basis to the District at all times.

Provide a current organization chart indicating the specific personnel to be assigned to each aspect of the Performance Audit and to provide the needed Scope of Services. The organization should chart clearly delineates communication and reporting relationships among the project staff.

F. WORK PLAN / TECHNICAL APPROACH

Overview

This section should establish the Proposer's understanding of the District's objectives and requirements, demonstrate the Proposer's ability to meet those requirements and outline clearly and concisely the plan for accomplishing the specified work, as outlined in Section III: Scope of Work.

Content

Describe succinctly what services would be provided, initially and ongoing, to accomplish the work and satisfy the District's objectives described in this RFP. Highlight those services that exceed the specifications in Section III: Scope of Work but which will be offered the District as part of the proposed fee.

Sample audit planning document - A Strategic Plan which describes how your firm would accomplish the Scope of Services described in this RFP including three (3) examples of significant audit risks for Community College Bond Programs.

Milestones for measuring work progress, expressed as completed major tasks or other work segments;

Deliverables to be furnished to LACCD throughout the term of this agreement, (e.g. Strategic Plan, Production Reports, and all accounting work papers.) Describe any other services to be made available to the District on a fee-for-service basis.

Describe what information, documents, staff assistance, facilities or other resources you would require from LACCD to accomplish your work. Declare any other critical assumptions upon which your work plan is based.

G. SCHEDULE OF FEES

Overview

This section should disclose all charges to be assessed the District for the Scope of Work and declare the Proposer's preferences for funding and payment.

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Content

The firm fixed price provided must accomplish the identified goals with a breakdown of all products and hourly rates for implementation for an all-inclusive total price inclusive of applicable taxes. Additional tasks, if required, will be performed at the identified rates if you intend increases on Exhibit F, please provide a per-year hourly rate breakdown. Use the attached Exhibit F, provide the cost and price breakdown, and include, as part of the breakdown of costs, the number of hours and rate/hour by staff level to be assigned to the audit.

Specify annual hours for the Annual Performance Audit broken down by staffing.

Partner: _____
Project Managers: _____
Senior / Staff: _____
Clerical / Administration: _____

As a part of the annual audit process and outside the agreed upon scope include a 200 hours allowance per year for District written requests to review and evaluate specific procedures, contracts, project controls, and program controls beyond the scope set herein. This review may be requested to be conducted as an expansion of the annual Performance Audit or to be conduct outside that time period.

H. APPENDICES

Furnish as appendices those supporting documents (e.g., staff resumes, organization charts and summaries) requested in the preceding instructions.

Provide a sample of utilization reports, (preferably for a community college client) detailing the report parameters and frequency for which reporting would be performed and submitted to the District. In addition, provide samples of an annual executive summary and customer satisfaction survey.

Include any additional information you deem essential to a proper evaluation of your proposal and which is not solicited in any of the preceding sections. Proposers are cautioned, however, that this does not constitute an invitation

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to submit large amounts of extraneous material; appendices should be relevant and brief.

I. MANDATORY DOCUMENTS TO BE SUBMITTED IN RESPONSE

1. Completed and signed Non-Collusion Affidavit (Exhibit A)
2. Completed and signed Certificate of Non-Discrimination (Exhibit B)
3. Completed Confidentiality Agreement (Exhibit C)
4. Acknowledgement of all addenda issued by the District (Exhibit D)
5. Exceptions and deviations to the standard agreement (Exhibit E)
6. Cost Proposal (Exhibit F)

GRACE PERIOD FOR MISSING OR INCORRECT FILING OF EXHIBITS "A" THROUGH "F" ONLY:

In the event that a Proposer fails to submit all or any part of items 1 through 6 above with its submission or if any submitted item is incomplete or incorrect, the Contracts Unit will notify the Proposer and the Proposer shall have an additional three (3) business days to submit the missing item to the Contracts Unit. Failure to submit the missing item will result in the disqualification of the Proposer if the mandatory item is missing entirely. Failure to complete or correct a mandatory item will result in the Proposer's Proposal being considered in the form in which it was originally submitted. Failure to submit mandatory items after the grace period will result in the proposal being deemed non-responsive.

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EXHIBIT A

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER AND
SUBMITTED WITH ITS PROPOSAL

(Name) _____, being first duly sworn, disposes and says that he or she is (Title) _____ of (Company) _____, the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly, or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusion or sham proposal.

IN WITNESS WHEREOF, the undersigned has executed this Non-Collusion Affidavit this _____ Day of _____, _____

PROPOSER _____
(Type or Print Complete Legal Name of Firm)

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

EXHIBIT B

CERTIFICATION OF NON-DISCRIMINATION TO BE EXECUTED BY PROPOSER
AND SUBMITTED WITH ITS PROPOSAL

Proposer hereby certifies that in performing work or providing products for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Proposer shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this _____ day of _____, _____.

PROPOSER _____

(Type or Print Complete Legal Name of Firm)

By _____

(Signature)

Name _____

(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

EXHIBIT C

CONFIDENTIALITY AGREEMENT

The undersigned, a duly authorized officer of _____, does hereby represent, warrant and agree to the following statement:

All financial, statistical, personal, technical or other data and information relating to the District's operation which are designated confidential by the District and made available to the undersigned shall be protected by the undersigned from unauthorized use and disclosure.

Date: _____

Name of Proposer

By: _____

Authorized Officer

EXHIBIT D

ACKNOWLEDGMENT OF ADDENDA

The Proposer shall signify receipt of all Addenda, if any, here:

ADDENDUM NO.	DATE RECEIVED	SIGNATURE

If necessary, please print and sign additional pages.

PROPOSER _____

(Type or Print Complete Legal Name of Firm)

By _____

(Signature)

Name _____

(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

EXHIBIT E

EXCEPTIONS AND DEVIATIONS TO THE STANDARD AGREEMENT

Certain exceptions and deviations may deem the proposal non-responsive and result in rejection of the proposal.

The Proposer acknowledges it has seen and reviewed the standard agreements provided as Exhibit G and attests to the following.

1. Proposals that mandate the use of Proposer standard contract, rather than utilizing the District's standard contract.
2. Proposals that reject the following integral provisions of the District's contract terms and conditions will be treated as a rejection of the District's contract and these proposals will be rejected.
 - Term of Agreement
 - Indemnification
 - Governing Law
 - Non-Discrimination
 - Accessibility
 - Board Authorization

In the event that exceptions and deviations to any of the attached Agreements are requested after the contract has been awarded, the District may deem the proposal non-responsive and may disqualify the proposal at its discretion.

As applies to Exhibit G: Standard Agreement, check one of the following:

- We have no exceptions or deviations.
- We have the following or attached exceptions and/or deviations.

PROPOSER _____

(Type or Print Complete Legal Name of Firm)

By _____

(Signature)

Name _____

(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____

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EXHIBIT F

COST PROPOSAL

Schedule of Professional Fees and Expenses

For the Annual Performance Audit of the Bond Funds

Please provide the hourly rates for Year 1, Year 2 and Year 3

	Hours	Standard Hourly Rate	Quoted Hourly Rate	Total
Partner/ In Charge				
Managers				
Supervisory Staff				
Staff				
Other (Specify)				
Subtotal for Services				
Reimbursables				

Total Fee for RFP Performance Audit

Payment Schedule shall be as follows:

1. Quarterly updates shall be set at 20% of total fee paid quarterly
2. Interim testing with findings presented to Management shall be set at 25% of total fees
3. Year-end field work with draft report to Management shall be set at 40% of total fees
4. Final Report presented to Board of Trustees shall be set at 15% of total fees

EXHIBIT G

PROFESSIONAL SERVICES AGREEMENT

PARTIES: LOS ANGELES COMMUNITY COLLEGE DISTRICT

AND:

("Contractor")

DATE:

TERM: From: To:

RECITALS

WHEREAS, the District is authorized to contract for the procurement of professional services as authorized by law; and

WHEREAS, the Contractor is specially licensed, trained, experienced and competent to perform the services described herein pursuant to this agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereby agree as follows:

AGREEMENT

1. **SERVICES.** The Contractor shall perform the Services set forth in Appendix "1" (the "Services") in compliance with specifications and standards set forth in that Appendix. The District shall have the right to order, in writing, changes in the scope of work or under the Services to be performed with any applicable version of the compensation paid hereunder agreed upon by the District and the Contractor. Any adjustment to fees, rate schedules, or schedule of performance can only be adjusted pursuant to written agreement between the parties.

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2. **CONTRACT DOCUMENTS.** The complete contract between the Contractor and the District includes the following documents as applicable: the advertisement for Request for Proposals ("RFP"), the RFP conditions, requirements and specifications, the Proposal of the Contractor and its acceptance by the District, the District's contract, and all amendments thereto. Any of these documents shall be interpreted to include all provisions of the other documents as though fully set forth therein. Notwithstanding anything to the contrary contained in the agreement between the District and the Provider, and/or in case of any conflicting terminology between the Provider's proposal and the District's contract terms and conditions, the District's RFP conditions and instructions and the District's Agreement terms and conditions shall apply and prevail.

3. **WARRANTIES.** The Contractor warrants and represents that it is specially trained, qualified, duly licensed, experienced, and competent to provide the Services. The Contractor warrants that Services (and any goods in connection therewith) furnished hereunder will conform to the requirements of this agreement (including all descriptions, specifications and drawings made a part hereof) and in the case of goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the District, free from defects in design. The District's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty. All warranties, including special warranties specified elsewhere herein, shall inure to the District, its successors, assigns, and users of the goods or services.

4. **FEES.** The District shall pay the Contractor the fees set forth in Appendix 2, in accordance with the terms and conditions of this Agreement. The Contractor represents that such fees do not exceed the Contractor's customary current price schedule. The District shall pay all applicable taxes; excepting, however, the federal excise tax, and all state and local property taxes, as college districts are exempt therefrom. Payment shall be made by the District upon submittal of invoice(s) approved by the authorized administrator at the Educational Services Center.

5. **EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this agreement.

6. **TERM OF AGREEMENT.** This agreement shall be for the term set forth above, unless sooner terminated pursuant to the terms hereof.
7. **TERMINATION OF AGREEMENT.** This agreement may be terminated by the District by providing 30 days' prior written notice to the Contractor or immediately upon breach of this agreement by the Contractor.
8. **DOCUMENTATION.** The Contractor agrees to provide to the District, at no charge, a sufficient number of nonproprietary manuals and other printed materials, as used in connection with the Services, and updated versions thereof, which are necessary or useful to the District in its use of the Services provided hereunder.
9. **RIGHTS IN DATA.** All technical communications and records originated or prepared by the Contractor pursuant to this agreement including papers, reports, charts, computer programs, and other documentation, but not including the Contractor's administrative communications and records relating to this agreement shall be delivered to and shall become the exclusive property of the District and may be copyrighted by the District. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this agreement by the Contractor or jointly by the Contractor and the District can be used by either party in any way it may deem appropriate. All inventions, discoveries or improvements of the computer programs developed pursuant to this agreement shall be the property of the District. During the term of this agreement, certain information which the District deems confidential ("Confidential Information") might be disclosed to the Contractor. The Contractor agrees not to divulge, duplicate or use any Confidential Information obtained by the Contractor during the Contractor's engagement. Such Confidential Information may include, but is not limited to, student and employee information, computer programs, and data in the District's written records or stored on the District's computer systems.
10. **CONTRACTOR ACCOUNTING RECORDS.** Records of the Contractor's directly employed personnel, other consultants and reimbursable expenses pertaining to the work and records of account between the District and the Contractor shall be maintained on an accounting basis acceptable to the District and shall be available for

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examination by the District or its authorized representative(s) during regular business hours within one (1) week following a request by the District to examine such records. Failure by the Contractor to permit such examination within one (1) week of a request shall permit the District to withhold all further payments until such examination is completed unless an extension of time for examination is authorized by the District in writing.

11. **RELATIONSHIP OF PARTIES.** With regard to performance hereunder, the Contractor is an independent contractor and not an officer, agent, partner, joint venturer, or employee of the District. The Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees is in any manner agents or employees of the District.

12. **DISTRICT REPRESENTATIVE.** The contact person set forth above or his or her designee shall represent the District in the implementation of this agreement.

13. **WAIVER OF DAMAGES; INDEMNITY.** The Contractor hereby waives and releases the District from any claims the Contractor may have at any time arising out of or relating in any way to this agreement, except to the extent caused by the District's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the District be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. This shall constitute the District's sole liability to the Contractor and the Contractor's exclusive remedies against the District. Except for the sole negligence or willful misconduct of the District the Contractor shall indemnify, hold harmless and defend the District and its Board of Trustees, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from this agreement.

Without limiting the foregoing, the Contractor shall indemnify and hold harmless the District, and its Board of Trustees, officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys' fees, costs, and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, servicemark, or tradename, furnished or used in connection with this agreement. The Contractor, at its own expense, shall

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defend any action brought against the District to the extent that such action is based upon a claim that the goods or software supplied by the Contractor or the operation of such goods infringes a patent, trademark, or copyright or violates a trade secret.

14. **INSURANCE.** Without limiting the Contractor's indemnification of the District and as a material condition of this agreement, the Contractor shall procure and maintain at its sole expense, for the duration of this agreement, insurance coverage with limits, terms and conditions at least as broad as set forth in this section. The Contractor shall secure and maintain, at a minimum, insurance as set forth below, with insurance companies acceptable to the District to protect the District from claims which may arise from operations under this agreement, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them. As a material condition of this agreement, the Contractor shall furnish to the District certificates of such insurance and endorsements, which shall include a provision for a minimum thirty-days' notice to the District prior to cancellation of or a material change in coverage.

The Contractor shall provide the following insurance:

a) Commercial General Liability Insurance, "occurrence" form only, to provide defense and indemnity coverage to the Contractor and the District for bodily injury and property damage. Such insurance shall name the District as an additional named insured and shall have a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. The policy so secured and maintained shall include personal injury, contractual or assumed liability insurance; independent contractors; premises and operations; products liability and completed operation; broad form property damage; broad form liability; and owned, hired and non-owned automobile insurance. The policy shall be endorsed to provide specifically that any insurance carried by the District which may be applicable to any claim or loss shall be deemed excess and non-contributory, and the Contractor's insurance primary, despite any provisions in the Contractor's policy to the contrary.

b) Professional liability insurance in an amount not less than one million dollars (\$1,000,000) per incident.

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c) Workers' Compensation Insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of not less than one million dollars (\$1,000,000) per accident.

Failure to maintain the insurance and furnish the required documents may terminate this agreement without waiver of any other remedy the District may have under law.

15. **AMENDMENTS.** This agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This agreement may be amended only in a writing signed by both parties.

16. **ASSIGNMENT.** This agreement may not be assigned or otherwise transferred, in whole or in part, by either the District or the Contractor without prior written consent of the other.

17. **GOVERNING LAW.** This agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this agreement shall be brought in the county of Los Angeles, State of California, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

18. **NONDISCRIMINATION.** The Contractor hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring, employment practices, or operation because of sex, race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sexual orientation, except as provided for in section 12940 of the Government Code. The Contractor shall comply with applicable federal and California anti-discrimination laws, including but not limited to, the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code, the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which

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implement those Acts. The Contractor agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this agreement.

19. **EQUAL OPPORTUNITY EMPLOYER.** The Contractor, in the execution of this agreement, certifies that it is an equal employment opportunity employer.

20. **ATTORNEYS' FEES AND COSTS.** If either party shall bring any action or proceeding against the other party arising from or relating to this agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

21. **BOARD AUTHORIZATION.** The effectiveness of this agreement is expressly conditioned upon approval by the District's Board of Trustees.

22. **SEVERABILITY.** The Contractor and the District agree that if any part, term, or provision of this agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this agreement are severable.

23. **TERMINATION FOR NON-APPROPRIATION OF FUNDS.** If the term of this agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the District. If funds to effect such continued purpose are not appropriated or available as determined in good faith by the District, this agreement shall automatically terminate and the District shall be relieved of any further obligation.

24. **NOTICE.** Any notice required to be given pursuant to the terms of this agreement shall be in writing and served personally or by deposit in the United States mail, postage and fees fully prepaid, addressed to the applicable address set forth above. Service of any such notice if given personally shall be deemed complete upon delivery, and if made by mail shall be deemed complete on the day of actual receipt or at the expiration of 2 business days after the date of mailing, whichever is earlier.

25. **CONFLICTS OF INTEREST.** The Contractor agrees not to accept any employment or representation during the term of this agreement which is or may likely make the Contractor financially interested. (as provided in California Government Code Sections 1090 and 87100) in any decision made by the District on any matter in connection with which the Contractor has been retained pursuant to this agreement.

26. **REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS.**

A.) If this Agreement is funded by the District, in whole or in part, from revenues received from the Federal Government, then the following additional provisions shall apply. It shall be the Contractor's responsibility to ascertain if Federal funds are involved.

B.) Contractor, and any subcontractors at any tier, shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

C.) No contract, or any subcontract at any tier, shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold (currently \$100,000) shall provide the required certification regarding its exclusion status and that of its principal employees.

27. DISTRICT AUTHORITY. The Chancellor, Deputy Chancellor, Director of Business Services, Contracts Manager, Chief Facilities Executive, Director of Facilities Planning and Development, College President or Vice President of Administrative Services have delegated authority from the District Board of Trustees to bind District contractually. Persons acting in positions not specified above or have specific delegated authority by the Board of Trustees and those in the capacity as project managers or consultants to District do not have authority to: (1) obligate or commit District to any payment of

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money; (2) obligate District to any modification to this Contract or the Contract Sum; (3) relieve Contractor of any of its obligations under this Contract; or (4) approve or order any Work to be done or materials, equipment or supplies to be delivered.

28. ACCESSIBILITY REQUIREMENTS. The Proposer hereby warrants that the products or services to be provided under this agreement comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing regulations. Proposer agrees to respond promptly to and resolve any complaints regarding accessibility of its products or services that are brought to its attention. Proposer further agrees to indemnify and hold harmless the District from and against any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement."

IN WITNESS WHEREOF, the parties hereto have executed this agreement in Los Angeles, California, on the date set forth above.

-DISTRICT-

LOS ANGELES COMMUNITY COLLEGE DISTRICT

By BOARD OF TRUSTEES OF THE

LOS ANGELES COMMUNITY COLLEGE DISTRICT

By _____

James B. Watson

Contracts & Purchasing Manager

- CONTRACTOR -

By _____

(Signature)

Printed Name _____

Title _____