



COVINA-VALLEY
UNIFIED SCHOOL DISTRICT

Covina-Valley Unified School District

**REQUEST FOR PROPOSAL
22-23-111**

INDEPENDENT AUDIT SERVICES

**FOR THE DISTRICT'S
ANNUAL FINANCIAL AUDIT
AND
PERFORMANCE AUDIT (MEASURE CC)**

Submit Proposals To:

**Covina-Valley Unified School District
Attn: Robin Harbert, Assistant Director of Purchasing
519 E. Badillo Street
Covina, CA 91723**

Issue Date: March 13, 2023

Submit By: March 24, 2023 at 10:00 A.M.

**Covina-Valley Unified School District
519 E. Badillo Street
Covina, CA 91723**

NOTICE OF REQUEST FOR PROPOSAL (RFP)

NOTICE IS HEREBY GIVEN that the Covina-Valley Unified School District, Los Angeles County, California, hereinafter referred to as the "District", will receive up to, but not later than **10:00 a.m. on March 24, 2023**, sealed proposals for the award of a contract for:

INDEPENDENT AUDIT SERVICES, RFP #22-23-111

Such proposals shall be received at the location specified below, and shall be opened at the stated time and place:

Covina-Valley Unified School District
Purchasing Department
Attention: Robin Harbert
519 E. Badillo Street
Covina, CA 91723

**Date of Opening: March 24, 2023
Time of Opening: 10:00 A.M.
(Non-public Opening)**

Any proposal received after the stated time will not be considered. Proposals submitted and participation by interested proposers in the process shall be at no cost or obligation to the District.

Each proposal must conform and be responsive to this Notice of Request for Proposal, the Information for Proposers, the Specifications, and all other documents comprising the pertinent contract documents. Copies of the contract documents are now on file and may be obtained in the District's Purchasing Department at the above address or on the District website at <https://www.c-vusd.org/Page/758>.

The District reserves the right to reject any or all proposals, to accept or to reject one or more items of a proposal, or to waive any irregularities or informalities in the proposals, or in the proposal process.

No proposer may withdraw its proposal for a period of sixty (60) days after the date set for the receipt of proposals.

Respondent represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this RFP and that no person having any such interest shall be subcontracted in connection with this RFP or employed by Respondent.

Respondent will take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into an agreement any and all circumstances existing at such time which pose a potential conflict of interest.

Failure to comply with the above provisions shall constitute grounds for immediate rejection of the proposal, in addition to whatever other remedies the District may have.

Robin Harbert
Assistant Director, Purchasing
Covina-Valley Unified School District

Advertise 3/13/23 & 3/20/23

1. INTRODUCTION

This Request for Proposal contains specifications and related documents covering independent audit services for a one (1) year period beginning with the audit of fiscal year 2022/23. Two (2) one-year renewals will be an option for the District to exercise at its discretion.

This RFP and all subsequent modifications thereto are hereby designated as the sole reference and authority for the preparation of proposals. This release of the Request for Proposal supersedes all other documents related to the work to be done. The contents of this RFP and subsequent modifications thereto take precedence over any and all information related to audit services for the District obtained from any source, either by verbal or written communications.

This RFP shall not be construed, (1) to create an obligation on the part of the District to enter into a contract with any audit firm, or (2) to serve as the basis for a claim for reimbursement for expenditures related to the development of a proposal.

Notwithstanding other provisions of the RFP, Auditors are hereby advised that this request is an informal solicitation of proposals only. It is not intended, nor is it to be construed, as the engaging in formal competitive bidding pursuant to any statute, ordinance, policy or regulation.

2. BACKGROUND

2.1 Overview of Covina-Valley Unified School District

Covina-Valley Unified School District serves approximately 11,097 students in the communities of Covina and West Covina, California. The District maintains nine elementary schools, three middle schools, three comprehensive high schools, one continuation high school, a Children's Center, an adult education program and we are the administrative unit for the East San Gabriel Valley Special Education Local Plan Area (SELPA).

The District's total General Fund budget is approximately \$219 million, and the District also maintains other funding including, but not limited to, Special Education Pass-through Fund, Adult Education Fund, Child Development Fund, Cafeteria Special Revenue Fund, Special Reserve Fund for Other Than Capital Outlay, Capital Facilities Fund, Building Fund, Special Reserve Fund for Capital Outlay, Bond Interest and Redemption Fund, and Self-Insurance Fund.

A summary of funds operated by the District is represented in Attachment C.

The work to be performed by the Auditor in connection with the audits of the various funds of the District is described in Section 4 of this Request for Proposal. Qualified audit firms are invited to submit proposals in response to this request.

3. INFORMATION AND GENERAL CONDITIONS

3.1 Preparation of Proposal Documents

One (1) original and two (2) copies of the sealed proposal shall be submitted no later than **10:00 A.M. on Monday, March 24, 2023**. Proposals shall be delivered to the attention of Robin Harbert, Assistant Director of Purchasing, 519 E. Badillo Street, Covina, CA 91723. Proposals must be submitted in a sealed envelope with the words "SEALED PROPOSAL-AUDIT SERVICES RFP 22-23-111" on the outside of the envelope.

It is the sole responsibility of the person submitting the proposal to see that it is delivered on time. Proposals received after time and date specified above, will be returned to the submitting firm

unopened.

3.2 Signature

The proposal must be signed in the name of the Auditor and must bear the signature of the person authorized to sign proposals on behalf of the Auditor.

3.3 Completion of Proposals

Proposals shall be complete 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 mislead the District in the evaluation of the proposal.

3.4 Erasures

The proposal submitted must not contain erasures, interlineations, or other corrections unless each correction is authenticated by signing in the margin immediately opposite the correction the name of the person signing the proposal.

3.5 Examination of Contract Documents

Auditors shall thoroughly examine the contents of the RFP. The failure or omission of any Auditor to receive or examine any contract documents, form, instrument, addendum, or other document shall in no way relieve the Auditor from obligations with respect to the RFP or to the contract to be awarded. The submission of a proposal shall be taken as prima facie evidence of compliance with this Section.

If the Auditor discovers any ambiguity, conflict, discrepancy, omission, or other errors in the RFP, they shall immediately notify the Assistant Director or Purchasing of the error and request modification or clarification of the document. Clarifications shall be given by written notice to all Auditors participating in the RFP, without divulging the source of the request. Modifications shall be made by addendum issued pursuant to Section 3.6 below.

If an Auditor fails to notify the Assistant Director of Purchasing of an error in the RFP before the date scheduled for submission of proposals, or of any error which reasonably should have been known to them, they shall submit the proposal at their own risk. If the contract is awarded to the Auditor, they shall not be entitled to additional compensation or time by reason of the error or its subsequent detection.

3.6 Addenda

The Assistant Director of Purchasing may modify this RFP before the date scheduled for submission of proposals by issuance of an addendum to all parties who received the RFP for the purpose of submitting a proposal. Addenda shall be numbered consecutively. **All questions must be e-mailed to rharbert@c-vusd.org before 2:00 PM on Thursday, March 17, 2023. NO other questions will be addressed after this time and date.**

3.7 Modification of RFP Response

The Auditor may modify its proposal after its submission by written notice to the Assistant Director of Purchasing of withdrawal and re-submission, as long as it is before the date and time specified for receipt of proposals. Modifications will not be considered if offered in any other manner.

3.8 Withdrawal of Proposal

The Auditor may withdraw its proposal by submitting a written request to the Assistant Director of Purchasing at any time before the date and time scheduled for proposal submission. The Auditor may thereafter submit a new proposal before the proposal submission date. Proposals may not be withdrawn after the proposal submission date and time.

3.9 Rejection of Proposals

The District reserves the right to reject any or all proposals received in response to this RFP.

3.10 Misunderstandings

The RFP documents will be clarified by the Assistant Director of Purchasing upon written request from an Auditor. The Assistant Director of Purchasing's decision shall be final in any matter of interpretation of the documents.

3.11 Cost of Preparation of Proposals

Costs for developing responses to this RFP are entirely the responsibility of the Auditor and shall not be chargeable to the District.

3.12 Evaluation of Proposals

Proposals will be evaluated in accordance with the procedures contained in Section 6. During the evaluation, validation and selection process, the District may request a meeting with an Auditor's representative to request answers to questions or may request answers to specific questions in writing. The District may require that Auditor make presentations that are pertinent to the evaluation process. If a question and/or questions are asked by the District in a meeting and these questions and the answers thereto are pertinent to the proposal documents and the contract to be awarded, the questions and the answers will be sent to the Auditor in writing for verification before they are included in the proposal and/or contract documents.

3.13 Award of Contract

If a contract is awarded, it will be to the responsible Auditor whose proposal is deemed to be the best proposal and whose proposal meets the needs of the District. It is anticipated that a contract will be awarded within the sixty (60) day period that proposals are required to remain open. If award cannot be made within that time, Auditors will be requested in writing to extend the time period during which the Auditor agrees to be bound by their proposal. Written notification will be made to unsuccessful Auditors.

3.14 Errors in Proposal

Auditors shall be bound by the terms and conditions of their proposals notwithstanding the fact that errors are contained therein. However, if immaterial errors are found in a proposal, the District may notify the Auditor that their proposal contains errors and require the Auditor to correct the errors.

3.15 Workers' Compensation

In accordance with the provisions of the State of California Labor Code Section 3700, each Auditor shall sign and file with the District a Workers' Compensation certificate before performing any work.

3.16 Contract Documents

Documents included in this RFP are complementary. Work called for by one shall be binding as if

called for by all.

3.17 Related Experience

All Auditors must submit information that indicates specific qualifications to perform the financial and compliance audit services as specified herein. Each Auditor shall submit with his/her proposal, a list of clients for whom they have performed such services during the past three (3) years. The reference list shall include the names and addresses of each client, the names, titles and telephone number of each client's representative, and the dates the work was performed. During the evaluation and selection process, the District may contact each of the reference clients. Auditors are hereby advised that the District maintains the sole and exclusive right to determine whether or not the Auditor can perform the work to be done. This determination will specifically address the level, background and experience of individuals to be assigned to perform the audit services.

3.18 Covenants Against Contingent Fees

Auditor warrants that no person or selling agency has been employed or retained to solicit or secure the contract to be executed as a result of this Request for Proposal, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide established commercial or selling agencies maintained by the Auditor for the purpose of securing business.

For breach or violation of this warranty, the District shall have the right to terminate any contract that may be entered into with the Auditor and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

3.19 Non-Discrimination Clause

Auditor shall take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, ancestry, handicap, age or national origin. Such action shall include but may not be limited to the following: employment, upgrading, demotion or transfer recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

3.20 Compliance with Civil Rights

Auditor hereby assures that they will comply with Subchapter VI of the Civil Rights Act of 1964, USC Sections 2000 e through 2000 e (17) to the end that no person shall, on the grounds of race, creed, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement or under any project, program or activity supported by the Agreement.

3.21 Compensation

The District shall pay Auditor an amount not to exceed the maximum cost proposed by Auditor for each audit year this Agreement is in effect, plus actual and necessary out-of-pocket expenses. Payments shall be made upon receipt of itemized invoices delivered monthly. Payments shall be made at the hourly rates specified in Section 5.9 of this Request for Proposal for each of the three (3) years. The District shall retain ten percent (10%) of each payment; such reduction to be held by the District until all contract deliverables have been delivered by the Auditor, accepted by the District and approved by the State Controller's Office each year the Agreement is in effect.

3.22 Supplemental Compensation and Additional Services

Additional services are not within the scope of services to be performed pursuant to this Agreement.

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 applicable for the then current audit year. If the additional work is not authorized by the Acting Superintendent, the audit report may be qualified according to the circumstances involved.

The District may also request the Auditor to perform work or render services in addition to those that are usual and customary in making an examination of books and accounts of the District. If such work is performed by the Auditor, 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.

3.23 Auditor's Obligation to Perform Work in Accordance with Standards

If the work performed by Auditor is not in accordance with the standards as specified herein, or if the reports submitted by Auditor are not complete, or if the reports are rejected by the California State Department of Education or the State Controller's Office as incomplete, the Auditor 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 Education and/or the State Controller's Office, at no cost to the District.

3.24 Insurance and Indemnification

Auditor shall take out and maintain, during the term of the Agreement, such general and professional liability and property damage insurance as is required to protect the Auditor and District from any and all actions, suits or other proceedings which may arise as a result of the work performed by the Auditor pursuant to the Agreement with the District. The policy so secured and maintained shall be for not less than \$1,000,000.

Professional liability insurance protecting from claims arising out of the performance of professional services caused by a negligent act, error, or omission of the Auditor, or act for which the Auditor is legally liable, shall be provided in an amount of not less than \$1,000,000. The professional liability insurance shall remain in full force and effect for a period of two (2) years after the termination of this contract.

The Auditor shall furnish to the District certificates of such insurance annually on the anniversary of the contract, signed by an authorized representative of the insurance carrier, which shall name the District as additional insured and shall be endorsed as follows: "The insurance afforded by this policy shall not be suspended, cancelled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice by certified mail, proof of delivery requested, has been given to the District.

Auditor shall hold harmless and indemnify the District and all officers, agents and employees of the District, from and against any such actions, suits or other proceedings.

3.25 Independent Contractor

While performing services pursuant to the Agreement, Auditor is an Independent Contractor and not an officer, agent or employee of the District.

3.26 Assignment of Contract

The Auditor shall not assign or transfer, by operation of law or otherwise, any or all of their rights, burdens, duties or obligations without the prior written consent of the District.

4. STATEMENT OF WORK

4.1 Scope of the Audit Services

Auditors shall submit a proposal to provide the District with audit services for a period of one (1) year, with the optional two (2) years also included. Said audit services shall include all District funds as detailed in Attachment C.

4.2 Technical Standards

Examination of financial records and statements and audits for compliance shall be made in accordance with the provision of California Education Code Section 41020 and shall be conducted pursuant to the standards and procedures as specified in applicable Education Code and California Code of Regulations sections in effect for each audit year.

All audit services shall be performed in accordance with generally accepted auditing standards as specified in the Statements on Auditing Standards, published by the American Institute of Certified Public Accountants, or other appropriate standards that may supersede those previously listed.

4.3 Work to Be Done

4.3.1 Conduct a comprehensive financial audit of all District funds as of June 30, 2023, **including a financial and performance audit of the District's Building Fund (Measure CC)**. Site work should be performed by the end of **May**. District work should be performed by the end of **September**.

4.3.2 Prepare and submit two (2) copies of a preliminary audit reports prior to conducting exit conferences for each of the audits by the end of **October**.

4.3.3 Conduct an exit conference with appropriate personnel of the District on the last day of each visit.

4.3.4 Attend such meetings with staff of the District as may be required during the course of the audit.

4.3.5 Prepare written reports relative to any lack of documentation at the conclusion of field audits and prior to exit conferences.

4.4 Staffing

The Auditor shall assign professional staff as appropriate to the conduct of the audits. A manager shall be assigned to coordinate the activities of all Auditor staff and shall be the liaison between the Auditor and the District. Supervising auditors shall be Certified Public Accountants, currently licensed in the State of California and shall have at least three (3) years prior experience in auditing public school district financial records. The Auditor is responsible for assignment of Auditor personnel.

4.5 Audit Reports

Each report must include an opinion relative to the financial and/or compliance portions of the audit. Twenty (20) copies of each audit report shall be delivered to the Chief Business Officer by **no later than November 15 of each year**. A copy of the audit shall be filed by the Auditor with each of the following agencies:

One (1) copy Los Angeles County Superintendent of Schools

One (1) copy State Controller's Office, Division of Audits

One (1) copy California Department of Education, School Fiscal Services Division

Two (2) copies Federal Audit Clearinghouse, Bureau of the Census

4.6 Statements and Reports

All financial statements incorporated into each audit reports shall be made pursuant to applicable guidelines as specified in subsection 4.2 of this Statement of Work.

Reports on the audit of financial statements must state the scope of the audit and that the audit was performed in accordance with generally accepted auditing standards and must include an opinion as to whether the statements conform to generally accepted accounting principles.

Reports of compliance must include a statement that the audit was conducted in accordance with applicable auditing standards. The audit report must state whether the audit disclosed instances of significant noncompliance with laws and regulations. Findings of noncompliance or ineligible expenditures must be presented in enough detail for management of the District to be able to understand the findings and implement corrective action.

4.7 Statement of Findings

The audit shall include a statement of findings and recommendations affecting the financial statements, internal control, and accounting, accounting systems, legality of actions, other instances of noncompliance with laws and regulations, and any other material information.

Prior to the submission of the final draft of the audit report, the Auditor shall meet with Chief Business Officer and Director of Fiscal Services of the District to discuss and clarify potential findings.

4.8 Working Papers

Working papers shall be retained by the Auditor for a period of three (3) years, unless otherwise specified by the District. Such working papers shall be available for review and audit by the District, representatives of the Federal and/or State Government and other individuals designated by the District.

4.9 Resources to be provided by the District

4.9.1 Prior Year's Records - Copies of prior year's financial statements, budgets and copies of the prior year's audit reports are available and shall be provided to the Auditor. The prior year audits were performed by Clifton Larson Allen LLP. Copies of these reports are available in the office of the Fiscal Services Director (626) 974-7000 ext. 800023.

4.9.2 Staff Assistance - The District shall assign appropriate staff to assist the Auditor by providing required information and explanations. Staff of the Business Services Department will be assigned as needed to assist the Auditor in field work and to provide information which is pertinent to the work of the Auditor.

4.9.3 Working Space - The District shall provide Auditor with working space for a maximum of five (5) persons. Requests for space shall be directed to the attention of the Fiscal Services Director Eight (8) weeks prior to the time the space will be required.

5. PROPOSAL RESPONSE REQUIREMENTS

5.1 General

All proposals shall be submitted in the format as specified. Provide a complete response to each request for information. Responses to this Section of the Request for Proposal will be used by the District to determine the successful Auditor. Proposals should be submitted in Three (3) binders with tabs clearing indicating the sections referenced for easy referral by the District.

5.2 Title Page

Indicate the Request for Proposal Title being provided (RFP-Audit Services), the name of the firm, local address, the name of the firm's contact person for the purpose of this RFP, the telephone number of the contact person and the date.

5.3 Table of Contents

Include a clear identification of the material included in the firm's response by section and by page number.

5.4 Letter of Transmittal

Summarize understanding of the work to be done. Indicate the names of the persons who will be authorized to make representations on the part of the firm, their titles, addresses and telephone numbers. The person and/or persons authorized to execute the contract on the part of the firm shall sign the transmittal letter.

5.5 Profile of Auditor

5.5.1 State whether the firm is local, regional, national or international.

5.5.2 State the location of the office from which the work will be done if the firm is awarded a contract, the number of partners, managers, senior auditors, supervisors and other professional staff employed at this office.

5.5.3 Describe the range of activities performed by the office from which the work will be done (i.e. auditing, accounting, tax service, management service).

5.5.4 Discuss this office's experience in auditing computerized systems, particularly those of school districts, including the number and classifications of personnel skilled in computer related audit services.

5.6 Auditor's Staffing and Qualifications

5.6.1 Indicate the name of the person who will manage the audit services as specified in this Request for Proposal. Provide a brief resume of the manager's background, training and experience. Specifically discuss the manager's experience in managing school district audits of the size and scope as specified herein.

5.6.2 Indicate the names of supervising auditors who will be assigned to the audit of the District. Provide a brief resume of the supervisors' background, training and experience in supervising audits of the size and scope of the audits as specified herein.

5.6.3 Indicate the levels and titles of other auditors who will be assigned to perform services under the contract. Include a job description that describes the types of experience, background and training required for each of the classifications proposed.

5.7 References

Provide a list of clients for whom your firm has provided related auditing services in the past three (3) years. Indicate the scope of the audits performed for each of the reference clients. Include the name of the client, address, telephone and the name of each client's representative. Also include the names of individuals serving for the Auditor and their roles.

5.8 Auditor's Approach to the Audits

Prepare a work plan to accomplish the auditing services as specified in this Request for Proposal. The work plan shall include calendar; time estimates for each significant segment of the work; the number of staff to be assigned, including supervisors where appropriate; the level of each of the staff members to be assigned; and any specialists who will be assigned.

5.9 Costs of the Services - All District Funds

State the maximum annual cost for the audit of all funds of the District as detailed in Attachment C for the first-year services to be provided and each of the two optional (2) years thereafter. Costs as specified in this Section shall be based upon the scope of the work as specified herein. It is understood that if the scope of the work is increased and/or decreased the maximum costs as proposed will be adjusted upwards and/or downwards as appropriate. The supporting data for the maximum costs of the audit services shall include the hours each of the staff will be assigned, and the hourly rate applicable to each level of staff assigned.

5.10 Additional Information

The preceding sections shall contain only the information requested. If Auditor desires to present additional information, such additional information shall be presented in this Section of the RFP. If there is no additional information to present, indicate "There is no additional information to present."

5.11 Assurances

Auditor certifies that Auditor is a properly licensed, certified public accountant on or before entering into contract and for the duration of the contract.

Auditor certifies that Auditor meets the independence standards of the most recent edition of the GAO Government Auditing Standards.

Auditor understands that the primary purpose of the audit as specified herein is to express an opinion on the financial statements that such an audit is subject to the inherent risk that errors or fraud may not be detected. If conditions are discovered which lead to the belief that material errors or fraud may exist, or if any other circumstances are encountered that require extended services, the Auditor will promptly advise the District. No extended services will be performed unless they are authorized by the District and the agreement covering the work to be done has been amended to reflect such extended services.

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 noncompliance with specified laws, regulations and contracts.

6. ANALYSIS AND EVALUATION OF PROPOSALS

6.1 General

This Section of the Request for Proposals describes the general procedures that will be utilized by the District during the evaluation and selection process. It is the intention of the District to select an Auditor who is deemed to best satisfy the requirements of this Request for Proposal, taking into consideration all aspects of the RFP response, including quality, and the cost of the services to be provided.

6.2 Elements of Evaluation of Proposals

6.2.1 Technical Factors

6.2.1.1 Responsiveness of the proposal in clearly stating an understanding of the work to be performed.

District will consider:

Reasonableness of time estimates
Appropriateness of assigned staff levels
Timelines of expected completion

6.2.1.2 Technical experience of the firm

6.2.1.3 Qualifications of Staff, particularly prior school district audit experience

6.2.1.4 Size and structure of the firm

6.2.2 Cost Factors

6.2.2.1 Cost of work to be performed

6.3 Mandatory Criteria

A proposal will not be considered unless the Audit firm submitting the proposal meets the following criteria:

6.3.1 The Audit firm must be a certified public accountant, properly licensed before entering into contract and for the duration of the contract.

6.3.2 The Audit firm must meet the independence standards of the most recent edition of the GAO Governmental Auditing Standards.

6.3.3 The Audit firm must have a record of quality work.

****THIS DOCUMENT MUST BE SUBMITTED WITH PROPOSAL****

ATTACHMENT A

COST PROPOSAL RESPONSE FORM

Pursuant to and in compliance with your Request for Proposals and all other documents relating thereto, the undersigned Auditor, having familiarized him/herself with the terms and conditions of the proposal documents, hereby proposes and agrees to perform, within the time stipulated, the work to be done and to provide all labor and materials necessary to perform the work in connection with:

**RFP – INDEPENDENT AUDIT SERVICES
22-23-111**

All in strict conformance with the specifications for the amounts as specified below:

1. CONTRACT PRICE – ALL FUNDS OF COVINA-VALLEY UNIFIED SCHOOL DISTRICT for the fiscal year ending June 30, 2023.

_____ (Amount in Words)
(\$ _____)

3. CONTRACT PRICES – Fiscal years ending after June 30, 2023 (Include Bond Audit).

Fiscal Year Ending June 30, 2024 (Include Bond Audit) \$ _____

Fiscal Year Ending June 30, 2025 (Include Bond Audit) \$ _____

4. Said fee is subject to corresponding reduction in the event that the actual cost of making the audit proves to be less than is now estimated at the time of submitting the proposal. The hourly rates, which include a reasonable profit and constitute the basis upon which the annual fees have been determined, are hereby fixed and set forth as follows:

<u>Classification</u>	<u>Hourly Rate 2022-2023 Audit</u>	<u>(Optional) Hourly Rate 2023-2024 Audit</u>	<u>(Optional) Hourly Rate 2024-2025 Audit</u>
Partners	\$ _____	\$ _____	\$ _____
Managers	\$ _____	\$ _____	\$ _____
Senior Accountants	\$ _____	\$ _____	\$ _____
Staff Accountants	\$ _____	\$ _____	\$ _____
Assistant Accountants	\$ _____	\$ _____	\$ _____

5. It is understood that the District reserves the right to reject this proposal and that this proposal will remain open and not be withdrawn for a period of sixty (60) days after the date scheduled for submission of proposals.

****THIS DOCUMENT MUST BE SUBMITTED WITH PROPOSAL****

Names of all persons interested in the foregoing proposal as principals are as follows:

_____ Name	_____ Title
_____ Name	_____ Title
_____ Name	_____ Title

_____ Date	_____ Name of Firm
	By _____ Signature of Authorized Agent
	By _____ Signature of Authorized Agent
	By _____ Signature of Authorized Agent

NOTE: If Auditor is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the documents shall bear the corporate seal. If Auditor is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. If Auditor is an individual, his/her signature shall be placed above.

****THIS DOCUMENT MUST BE SUBMITTED WITH PROPOSAL****

Covina-Valley Unified School District

RFP – Independent Audit Services

22-23-111

VENDOR REFERENCES AND RESPONSIBILITY INFORMATION

1. The District expressly reserves the right to reject the proposal of any vendor who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the vendor is “non-responsible” and poses a substantial risk of being unable to supply the material or equipment or to complete the work in a cost-effective, professional and timely manner.
2. In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including, but not limited to: (a) inquiries to regulatory State boards and agencies,(b) Dun and Bradstreet credit reports, (c) inquiries to companies and public entities for which the vendor has previously supplied material to or performed work, (d) reference checks and (e) examination of all public records.
3. The vendor must also demonstrate knowledge of school purchasing and business techniques and should possess a working ability and experience in providing similar material to a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers and address, points of contact and scope of work of at least five (5) customers served within the past three (3) years with requirements similar to the needs of the Covina-Valley Unified School District.
4. **FAILURE TO FURNISH THE REFERENCES (IN THE COMPLETE FORMAT REQUIRED) MAY CAUSE YOUR PROPOSAL TO BE REJECTED AS NON-RESPONSIVE.**
5. **EXAMPLE:** References must be listed in the following format (facts are example only):
 - (a) X Y Z Unified School District
 - (b) (222) 123-4567
 - (c) 999 Holly Drive, L. A., CA 92000
 - (d) J. Q. Jones, III
 - (e) jjones@xyzusd.org

REFERENCE SHEET

Reference #1

District or Entity: _____

Phone#: _____

Address: _____

Name of Contact: _____

Email Address: _____

Reference #2

District or Entity: _____

Phone#: _____

Address: _____

Name of Contact: _____

Email Address: _____

Reference #3

District or Entity: _____

Phone#: _____

Address: _____

Name of Contact: _____

Email Address: _____

Reference #4

District or Entity: _____

Phone#: _____

Address: _____

Name of Contact: _____

Email Address: _____

Reference #5

District or Entity: _____

Phone#: _____

Address: _____

Name of Contact: _____

Email Address: _____

****THIS DOCUMENT MUST BE SUBMITTED WITH PROPOSAL****

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____

****THIS DOCUMENT MUST BE SUBMITTED WITH PROPOSAL****

ATTACHMENT B

**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."
- (c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provision of Section 3702."

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that code, and I will comply with such provision before commencing the performance of the work of this contract.

Signature

Name

Title

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

****THIS DOCUMENT MUST BE SUBMITTED WITH PROPOSAL****

THIS DOCUMENT MUST BE SUBMITTED WITH PROPOSAL

**AFFIRMATIVE ACTION PROGRAM
Contractor, Subcontractor, etc.,
EEO Status Report**

In compliance with Chapter IV (commencing with Section 30) to Division 1 of Part 1 of Title V of the California Administrative Code, all school districts and school agencies are to take affirmative action to assure Equal Opportunity Employment.

Pursuant to Executive Order 11246, as amended, you are advised that under the provisions of government contracting and in accordance with the Executive Orders, Contractors and Subcontractors are obligated to take affirmative action in providing equal employment opportunities regardless of race, creed, color, national origin, age, sex, or physical handicap where the latter does not affect ones job performance.

Your commitment to Equal Opportunity Employment is expected to be reflected in the racial and sexual composition of your firm's workforce and a vigorous Affirmative Action Plan shall be undertaken, to overcome underutilization.

THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH YOUR BID DOCUMENTS. SUBCONTRACTORS WILL FILE IDENTICAL REPORTS WITH CONTRACTOR FOR SUBMISSION WITH THE LIST OF SUBCONTRACTORS.

Firm Name: _____ Telephone: _____

Address: _____
City State ZIP Code

Number of Employees: _____

This Firm is: _____ Small Business _____ Large Business

_____ Independently Owned and Operated

_____ Affiliate) Parent Company: _____

_____ or

_____ A Subsidiary) Address: _____

_____ or

_____ A Division) _____

Contractor Has Contractor Has Not

Held contracts or subcontracts subject to the Equal Opportunity Claus of Executive Order 11245. _____

Filed the Equal Employment Opportunity Information Report EEO-1 for the period ending March 31 prior. _____

File Equal Employment Opportunity Information EEO-1 when required. _____

Develop a written Affirmative Action Program. _____

Contractor's Equal Employment Opportunity has _____ has not _____ been subject to a Government Equal Opportunity Compliance Review. If so, when _____.

Contractor acknowledges receipt of the notice to prospective subcontractor or requirement for certification of non-segregated facilities and certifies _____ (does not certify _____) compliance with that requirement.

Signature

Title

Date

THIS DOCUMENT MUST BE SUBMITTED WITH PROPOSAL

**CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102**

To the Governing Board of Covina-Valley Unified School District:

I, _____ (Consultant) certify that:
Name of Consultant

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____.
Date

Signature

Typed or printed name

Title

Address

Telephone

(Page 1 of 2)

THIS DOCUMENT WILL BE REQUESTED FROM SUCCESSFUL VENDOR

**CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK**

List of Individuals Who May Come in Contact with Pupils

Names of Individuals

(Page 2 of 2)

****THIS DOCUMENT WILL BE REQUESTED FROM SUCCESSFUL VENDOR****

ATTACHMENT C
REQUEST FOR PROPOSAL
INDEPENDENT AUDIT SERVICES
22-23-111

2022/23 Total District Revenue - 2022/23 Second Interim

FUND

01	General Fund (Combined)	\$219,537,353
10	Special Education Pass-through Fund	\$95,645,340
11	Adult Education Fund	\$5,110,916
12	Child Development Fund	\$4,405,166
13	Cafeteria Special Revenue Fund	\$8,269,139
17	Special Reserve Fund for Other Than Capital Outlay	\$50,000
21	Building Fund	\$50,000
25	Capital Facilities Fund	\$1,251,594
40	Special Reserve Fund for Capital Outlay Projects	\$11,382,275
51	Bond Interest & Redemption Fund	\$14,386,889
67	Self-insurance Fund	\$22,972,517