

CHABOT- LAS POSITAS COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSALS (RFP A-13)

INDEPENDENT AUDIT SERVICES

FOR

ANNUAL FINANCIAL AUDIT (PART I)

AND

PROPOSITION 39 BOND FUNDS AUDIT (PART II)

RFP A-13 due Date and Time: Thursday, March 14, 2013 by 4PM

This Request for Proposal is for contracting with an independent auditor to perform the audits for the District for fiscal years ending June 30, 2013, June 30, 2014, and June 30, 2015. The audits shall consist of an annual financial audit **and** a Proposition 39 Bond Funds audit.

The District's intent is to enter into a contract with one firm for a period of three years, subject to satisfactory performance, with potential one-year extensions for two additional years, at the option of the District. The District will award to one firm to perform **both** the District's Annual Financial Audit, (Part I) of this RFP and the Proposition 39 Bond Funds Audit (Part II).

Certified Public Accounting firms are invited to submit proposal for services, which are designated as Part I and Part II of this Request. Proposal must be received in the Purchasing Office no later than the due date and time specified above. Late proposals will be rejected.

Complete and return **one original and CD for EACH AUDIT SERVICE** (e.g., The Financial Audit (one original and CD) and the Proposition 39 Bonds Audit (one original and CD.) Proposal must be sealed with the envelope clearly marked in the lower left-hand corner "**RFP A-13: Independent Audit Services**" with the due date "**March 14, 2013**".

Return to: Chabot- Las Positas Community College District
Victoria L. Lamica, Purchasing and Warehouse/Contract Manager
7600 Dublin Blvd., 3rd Floor
Dublin, CA 94568

Should you have questions regarding this Request for Proposal, please email your questions to Victoria L. Lamica at vlamica@clpccd.org by Monday, March 4, 2013 so that they can be addressed prior to the Due Date.

**RFP A-13, INDEPENDENT AUDIT SERVICES
NOTICE TO BIDDERS**

You are invited to submit a proposal for Independent Audit Services in response to the Request for Proposal.

To provide all Proposers with a clear understanding of the services to be provided, the following is a projected time frame:

Mail Request for Proposal	Tuesday, February 26, 2013
Questions due by:	Monday, March 4, 2013
Closing Date for Submission of RFP	Thursday, March 14, 2013
Committee Review of Proposals	March 18 th – 21 st , 2013
Interviews with Selected Firms (if applicable)	Friday, March 22, 2013
Award of Contract, Board of Trustees	Tuesday, April 16, 2013

- Interviews located in District Office – Board Room –
 - 7600 Dublin Blvd., 3rd Floor, Dublin, CA 94568

This Request for Proposal does not commit the Chabot - Las Positas Community College District (CLPCCD) to award a contract or to pay any costs incurred in the preparation of any proposal responsive to this request. CLPCCD reserves the right to accept all or part of any proposal, to award one contract, and/or to cancel in part or in its entirety this RFP. The further reserves the right to accept the proposal that it considers to be in the best interest of the CLPCCD. While price is a consideration, CLPCCD reserves the right to award a contract on the basis of its overall evaluation.

PART I -Annual Financial Audit

Description of the District and Records to be Audited

1. The Chabot Las Positas Community College District operates two colleges; Chabot College located in Hayward, CA and Las Positas College located in Livermore, CA.
2. The selective financial and statistical information related to fiscal year 2011-2012 follows:
 - Credit FTES 16,196*
 - Non Resident FTES 375*

Approximate Number of Full-Time Employees (FTE): 600

- General Fund Unrestricted Financial Results for Fiscal 2011-12 (excluding transfers):
 - Revenues \$ 87,233,666**
 - Expenditures \$ 91,675,297**
 - Fund Balance \$ 5,887,199**
- General Fund budgeted expenditures for Fiscal Year 2012-13: \$90,633,788***

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* Data pulled from Annual Apportionment Attendance Report (CCFS-320)
** Data pulled from Annual Financial & Budget Report (CCFS-311)
***Data pulled from Quarterly Financial Status Report (CCFS -311Q)

3. Funds: The District utilizes the following fund types:
 - Governmental Funds:
 - Unrestricted General Fund
 - Restricted General Fund
 - Capital Outlay Projects Fund
 - Child Development Fund
 - General Obligation Bond Fund
 - Special Revenue Fund (i.e., Bookstore Fund, Cafeteria Fund)
 - Bond Interest Redemption Debt Service Fund
 - Proprietary Fund:
 - Self Insurance Fund
 - Fiduciary Funds:
 - Student Financial Aid Trust Fund
 - Associated Students Trust Fund
 - Student Representation Trust Fund
 - Student Loan & Scholarship Fund
 - Other Trust Funds

4. The accounting policies of the District are in conformity with general accepted accounting principles related to governmental units and California Community College Districts. Revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current fiscal period. Expenditures are recognized in the accounting period in which the liability is incurred.
5. The District's fiscal year 2011-12 audit opinion was unqualified.

Nature of Services Required

Scope of the Work:

- Audit of District's complete set of Financial Statements, for all fund/account types.

1. Auditing Standards to be followed:

The audit shall be conducted in accordance with generally accepted auditing standards, Governmental Auditing Standards issued by the Comptroller General of the United States and the provisions of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" which involves obtaining an understanding of the internal control structure, including the control environment, the accounting system, and the control procedures established by management.

PART II - AUDIT FOR PROPOSITION 39 BOND FUNDS

General Obligation Bond Funds

Chabot –Las Positas Community College District consists of two separately accredited colleges supported by a District Service Center, Chabot College located in Hayward and Las Positas College located in Livermore.

On March 2, 2004, Alameda County voters and those Contra Costa County voters with in the District’s boundaries approved Measure B, \$498 million dollar Chabot-Las Positas Community College district capital improvement (construction) bond that has enabled the District to repair leaky roofs, worn wiring and plumbing, renovate aging, deteriorating classrooms and libraries, and repair, acquire, construct and equip college buildings, and computer labs at both Las Positas College in Livermore and Chabot College in Hayward.

The District issued Series A on August 19, 2004 in the amount of \$100 million. These bonds were advance refunded on April 13, 2006. The remainder of the bonds was issued on November 1, 2006.

The passage of Proposition 39 in November 2000 amended the California Constitution to included accountability measure. Specifically, the District must conduct an annual, independent (1) performance audit to ensure that funds have been expended only on the specific projects listed (Article XIII A, sec. 1 (b) (3) (C) as well as an annual, (2) 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).

Upon 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.

Audit Requirements and Specifications for Part II (General Obligation Bond Audit)

Proposition 39, AB 1908 and Education Code, Section 15272 and Government Code 53411, relating to school bonds, requires an annual audit of the books and accounts of the bond funds to assure that the funds are being spent only on school and classroom improvements and for no other purpose.

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

The bond auditor shall consider provisions of the California Community Colleges Budget and Accounting Manual and other such publications relating to community college accounting procedures in effect during the period under audit. The scope of the annual audit shall not be limited to that provided in the aforementioned publications in the event that in the opinion of the auditors particular circumstances warrant extension thereof.

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

Report Format

At the conclusion of the annual audit, the district bond auditor is required to provide a Financial Audit and a Performance Audit for the General Obligation Bonds Fund.

Period of the Audit

The periods to be audited are Fiscal Years ending June 30, 2013, June 30, 2014, and June 30, 2015.

Term of the Engagement

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

Assistance Available to the Respondent

The audits for prior fiscal years are available for review at:

<http://www.clpccd.org/business/BusinessServicesAudit.php>

1. The District's Accounting staff will prepare schedules, reproduce documents, pull documents, etc.
2. The District's Vice Chancellor, Business Services will sign the engagement letter and the representation letter.
3. The District will provide a work area for the auditor which is located near the records to be audited.

Exit Conference Requirements

The District will require an audit exit conference with the Vice Chancellor, Business Services, and other staff as appropriate. The auditing firm will also provide progress reports to the Vice Chancellor and Director of Business Services, while the audit is progressing and meet with the Governing Board Audit Sub-Committee two times during the year to review audit issues and the final audit report.

Finally, the District will expect the auditing firms to provide a presentation to the Board of Trustees on the audit process and findings when the report is presented to them.

Reports Required

Thirty-five (35) copies of the each audit report are required (Financial Part I and Bond Funds Audit, Part II). The report should meet the following minimum requirements:

1. The audit report shall state that the audit was made in accordance with the provisions of the OBM Circular A-133, and for Part II, the Report shall state that the audit was made also in accordance with Proposition 39 requirements.

2. The audit report shall include all reports and communications, as required by the Governmental Accounting Standards Board and shall be performed in accordance with Governmental Accounting Standards.
 - A supplemental presentation of the District's financial statements by fund.
3. All parts of the audit report should be bound together. The management report should be submitted in letter form.

Contractual Arrangements

The District intends to present the contract for award to the Board of Trustees on April 16, 2013. It is planned to award a three-year contract based on the satisfactory performance of the auditor. The auditor can bill the District as the audit progresses. The District will make payment within a reasonable period after receipt of the bill.

Report Review and Timing

The Vice Chancellor, Business Services and Director of Business Services are responsible for reviewing and responding to the draft audit report.

Working Papers

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

Right to Reject

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

The contract awarded will be made to the independent auditor who, based on evaluation of all responses and oral interview (if applicable) is determined to be the best qualified to perform the audit.

PART III - FORMAT OF THE RESPONSE

The Request for Proposal should conform to the following format to simplify and to expedite the review process and to obtain the maximum degree of information from the respondent. The contents of the proposal should include a clear and complete identification of the material submitted by section and page number.

1. **Letter of Transmittal**

The letter of transmittal should contain the following information:

- A brief understanding of the audit services to be performed.
- A positive commitment to perform the services within the time period specified.
- The name(s) of person(s) authorized to represent the respondent, their title, the address and the telephone number.

2. **Title Page**

The response should identify the Chabot-Las Positas Community College District proposal, the name of the independent auditor, the local address, telephone number, and the name and title of the contact person, and the date of submission.

- The period which the proposal is effective (non-rescindable) should also be stated.
- Firms must submit one proposal covering Parts I and Parts II of this Request for Proposal.
- The respondents should state their understanding of their ability to meet specific reporting requirements.

3. **Profile of the Independent Auditor**

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

- The organization and size of the respondent, whether it is local, regional, national, or international in operations.
- The location of the office from which the work is to be done and the number of professional staff, by staff level, employed at that office.
- A description of the range of activities performed by the local office such as auditing, accounting, tax service, or management services.
- A positive statement that the following mandatory criteria are satisfied:
 - A. An affirmation that the respondent is properly licensed for practice as a Certified Public Accountant.
 - B. An affirmation that the respondent meets the independence requirements of the Standards for Audit of Governmental Organizations, Programs, Activities and Functions, 1981 revision, published by the U.S. General Accounting Office.
 - C. An affirmation that the respondent does not have a Record of Substandard Audit work.
 - D. An affirmation that the respondent meets all specific requirements imposed by state or local law or rules and regulations.

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

4. **Technical Experience of Respondent**

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

- A list of California School District/Community College District clients for **general financial audits** and give the names and telephone number of client officials responsible for the audits listed. Also, discuss local, state, and national reputation for quality work performed in the public sector.
- A list of California School District/Community College District clients for whom your firm has performed **bond funds audits**, specifically in accordance with Proposition 39 requirements.
- Discuss ability to provide additional auditing, accounting, or management consulting services and provide a summary of specific projects completed both in the public sector and specifically for School Districts/Community College Districts in the Bay Area.

If other auditors are to participate in the audit, those auditors should be required to provide similar information.

5. **Qualifications of Respondent**

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

6. **Respondents Approach to the Examination**

- Submit a work plan to accomplish the scope defined in the Request for Proposal. The work plan should include time estimates for each significant segment of the work and the staff level to be assigned. Where possible, individual staff members should be named and their titles provided. The planned use of specialists should be specified.
- The audit work plan should completely cover what audit work will be accomplished by all the auditors to render:
 - A. An opinions report on the financial statements.
 - B. A report on the study and evaluation and report on internal control systems.
 - C. A report on the organizations' control system to assure compliance and whether the organization has complied with laws and regulations that may have an effect on each major federal assistance program.

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

7. Compensation

Respondents will state their compensation requirements separately for ***each type*** of audit they are proposing to perform (e.g., Part I Financial Audit and Part II Proposition 39 Bond Funds Audit) as follows:

- Total audit hours detailed by partner, senior manager, manager, field supervisor and other staff.
- Hourly rate detailed by partner, senior manager, manager, field supervisor and other staff.

The **maximum annual cost** for the audit for **each** of the three years for each type of audit, Part I and Part II. For example:

Part I- Financial Audit	2012-2013	Maximum Cost	\$ _____
	2013-2014	Maximum Cost	\$ _____
	2014-2015	Maximum Cost	\$ _____

Part II – Prop 39 Bond Performance Audit	2012-2013	Maximum Cost	\$ _____
	2013-2014	Maximum Cost	\$ _____
	2014-2015	Maximum Cost	\$ _____

Part II - Prop 39 Bond Financial Audit	2012-2013	Maximum Cost	\$ _____
	2013-2014	Maximum Cost	\$ _____
	2014-2015	Maximum Cost	\$ _____

PART IV - PROPOSAL EVALUATION CRITERIA AND SELECTION PLAN

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

The proposal will be evaluated by a committee consisting of the Vice Chancellor Business Services, Director of Business Services, and members of the Board of Trustees Audit sub-committee. The Committee will select the top candidates for consideration.

Interviews (if applicable) will tentatively be held with the top respondents in the afternoon of March 22, 2013. Proposals will be evaluated using the following criteria to determine which proposals will best meet the needs of the District.

Respondent's Experience and Qualifications:

1. The respondent's experience in auditing community college and large school districts and other state and local governmental entities in California.
2. The respondent's experience in performing Proposition 39 School Bond audits.
3. Qualifications and anticipated continuity of senior and other staff that will perform the day to-day work.
4. Capabilities of respondent to provide additional services (accounting or management consulting).

Audit Approach and Work Plan for Part I and Part II:

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

Assigned Project Staff:

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

Audit Costs

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

Compliance with the District's Terms and Conditions:

1. Compliance with the District's General Provisions A through O below:

District's General Provisions

- A. Hold Harmless: The vendor agrees to defend, indemnify and hold harmless the District its officers, employees, agents and servants, for any and all liability caused by the negligence or wrongful act of the vendor arising out of the performance of this contract, or any act or omission of vendor, its agents, employees and servants, or for product liability or breach of warranty by vendor, either expressed or implied, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto.
- B. Insurance/Workers' Compensation: Please refer to Exhibit A for the Workers' Compensation Insurance form applicable to this request.
- C. Drug-Free Workplace: Please refer to Exhibit B for the Drug-Free Workplace Certification form applicable to this request.
- D. Equal Opportunity: Contractor assures that it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract, on the grounds of race, creed, color, sex, sexual orientation, religion, political affiliation, national origin, handicap, or Vietnam Veteran status.
- E. Immigration Naturalization Service Requirements: In compliance with the Immigration Reform and Control Act of 1986, Contractor shall require all persons in its employ to provide the necessary documentation to establish identity and employment eligibility. The Owner requires that all personnel employed be eligible for employment in the United States and have substantiated their eligibility with the contractor.
- F. Affirmative Action Policy: The District will not engage in unlawful discriminatory practices against any person employed or seeking employment because of race, color, ancestry, religion, marital status, national origin, sex or, within the limits imposed by law or District regulations, because of age, sexual orientation, disability, veteran status, parental status or citizenship. The Chabot Las Positas Community College District committed to equal employment opportunity in its employment practices and education programs. The District does not unlawfully discriminate, or support unlawful discrimination, on the basis of age, ancestry, color, disability, sex, marital status, national origin, parental status, religion, sexual orientation or veteran status in any access to or treatment in District/College programs activities, and application for employment. The District also does not permit person or entities using its facilities for commercial purposes to engage in any form of discrimination prohibited by state or federal law.

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

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

- G. Independent Contractor Status: Contractor hereby agrees that it is engaged as an independent contractor and not as an agent or employee of the District; that it has and retains the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work; that it will be solely responsible for wages, including withholding of income taxes, social security taxes and preparation and filing of IRS Form 1099 for each individual furnished to the District under this contract, workers' compensation premiums, compliance with OSHA and all employment-related regulations relating to its employees; and that it will be responsible for its own acts and those of its subordinates, employees and agents during the term of this contract. Contractor agrees that as an independent contractor it is solely responsible for all Federal, State and Local taxes. Contractor further agrees that its officers and employees do not become employees of the District, nor are they entitled to any District employee benefits as a result of the execution of this contract.
- H. Conflict of Interest: No officer, member or employee of the District and no member of its governing bodies shall have any pecuniary interest, direct or indirect, in this contract or the proceeds thereof. No contractor or member of Contractor's family shall serve on a District board, committee, or hold any such position which either by rule, practice or action nominates, recommends, supervises Contractor's operation or authorizes funding to contractor.
- I. Confidentiality: Confidential information is defined as all information disclosed to contractor which relates to the District's past, present and future activities, as well as activities under this agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Contract, Contractor will return to the District all written or descriptive materials which contain any such confidential information.
- J. Use of District Property: Contractor shall not use District premises, property (including equipment, instruments or supplies) or personnel for any purpose other than in the performance of its obligations under this contract.
- K. Administrative Responsibilities: District retains professional and administrative responsibility for services rendered under this Agreement. District's retention of these responsibilities shall not alter or modify, in any way the hold harmless, indemnification, insurance or independent contractor provisions set forth herein.
- L. Access To Records: Until the expiration of five (5) years after the furnishing of any services, Contractor shall make available, upon written request, to District or to the federal/state government, or any of their duly authorized representatives, this Agreement, and such books, documents and records of Contractor that are necessary to certify the nature and extent of the reasonable cost of services to District. If Contractor enters into a District approved agreement with any related organization to provide services with a value or cost of \$10,000 or more over a twelve-month period, such agreement shall contain a clause to the effect that until the expiration of five years after the furnishing of services pursuant to such subcontract, the related organization shall make available, upon written request, to District or to the federal/state government, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of the services and costs. This paragraph shall be of no force and effect when and if it is not required by law, or if modified by law, such modification will supersede this clause. District shall have access to Contractor's financial records for purposes of audit. Such records shall be complete and available for audit 90 days after final payment hereunder and shall be retained and available for audit purposes for five years after final payment hereunder.

M. Invoicing

Contractor shall submit an invoice directly to Chabot-Las Positas Community College District, 7600 Dublin Blvd., 3rd Floor, Dublin, CA 94568

Information on the invoice shall be detailed showing hours worked, tasks performed and shall also include:

- Purchase Order number
- Invoice number
- Invoice date
- Payment due date
- Total invoice amount

N. Payment

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

O. Debarment, Suspension, and Other Representation

The Vendor and its principles are not presently debarred, suspended, proposed for debarment, declared intelligible, or voluntarily excluded from covered transactions by any federal department or agency, are not presently indicted, criminally or civilly charged by a governmental entity, and have not, within a three (3) year period preceding this Request for Proposal, been convicted or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining or performing a public transaction or contract, or had one or more public transactions terminated for cause or default, nor have any appropriated funds been paid by or on behalf of the Vendor to any person for influencing or attempting to influence any employee or officer of the federal government or in connection with making of any federal grant or cooperative agreement.

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____ of
(Name) (Title)

_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code ' 3700(a) and (b) provides:

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

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

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

(Contractor Name)

By: _____
(Signature)

(Typed or printed name)

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of _____
(Print Name) (Title) (Contractor Name)
I declare, state and certify to all of the following:

- 1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
B. Establishing a drug-free awareness program to inform employees about all of the following:
(i) The dangers of drug abuse in the workplace;
(ii) Contractor's policy of maintaining a drug-free workplace;
(iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
(iv) The penalties that may be imposed upon employees for drug abuse violations;
C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
3. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
4. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
5. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at _____ this ____ day of _____, 2013
(City and State)

(Signature)

(Handwritten or Typed Name)

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF _____

I, _____, being first duly sworn, deposes and says that I am
(Typed or Printed Name)

The _____ of _____, the party submitting
(Title) (Bidder Name)

the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The bidder has not, directly or indirectly, submitted the bid 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 person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____ day of _____, 2013 at _____
(City, County and State)

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

Signature

(City, County and State)

Name Printed or Typed

(_____) _____
(Area Code and Telephone Number)

(Address)