SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

CITY COLLEGE OF SAN FRANCISCO

REQUEST FOR QUALIFICATIONS
RFQ 2024-050
AUDIT SERVICES

Schedule	Date / Time	Notes
Release of RFQ	February 19, 2024	
Pre-Proposal Meeting / Conference Call	February 28, 2024	
Last day for questions	March 4, 2024	@ noon
Submission Due Date / Time	March 22, 2024	@ noon
Evaluation Period	March 25-29, 2024	
Interviews/Presentations	April 2-5, 2024	
Ranking/Negotiation(s)	April 15-19, 2024	
Board Approval	April 25, 2024	
Contract Start Date	July 1, 2024	

This Request for Qualifications is for contracting with an auditor firm to provide audit services for San Francisco Community College District/City College of San Francisco ("District).

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

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

Submit Qualification Packages to:

Maritza Rodriguez-Vivas, Purchaser
City College of San Francisco
Administrative Services and Purchasing Department
50 Frida Kahlo Way, Bungalow 712
San Francisco, CA 94112
Telephone: (415) 452-7769
Email: mrodriguez@ccsf.edu

SEALED PROPOSALS SUBMITTAL ONLY

NOTE: Updates, changes or addendums to the RFQ are posted at CCSF's website under Bid Opportunities:
https://www.ccsf.edu/about-ccsf/administration/finance-and-administration/administrative-services-purchasing/bid-opportunities-vendors

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Appendices

Appendix A Sample Service Agreement (Professional Services Contract)
https://www.ccsf.edu/sites/default/files/2020/document/Independent-Consultant-Services-Agreement-CCSF-1703.pdf

Appendix B Vendor Data Form
https://www.ccsf.edu/sites/default/files/2022/document/Vendor-Information-Request.pdf

Appendix C CCSF Travel Policies and Procedures
https://www.ccsf.edu/sites/default/files/2021/document/ap-2-19.pdf

Appendix D Information about the CCC Accessibility Standard, please visit the

https://cccaccessibility.org/#:~:text=The%20California%20Community%20Colleges%20has,Federal%20Rehabilitation%20Act%20of%201973

1. ANNOUNCEMENT

City College of San Francisco (hereinafter CCSF) Finance Department is announcing a Request for Qualifications (RFQ) for contracting with an audit firm to provide audit services such as the Annual District Audit, the Annual General Obligation Bond Audit and Parcel Tax Audit for San Francisco Community College District ("District).

It is highly recommended and encourages all Small Local Business Enterprises (SLBE) to participate in this RFQ. Please note you do not need to be SLBE to qualify as a suitable candidate for this RFQ.

Firms responding to this RFQ must be clear in their response as to the type and dollar size of projects to which they are stating qualifications or otherwise offering services to the District. The offer of services must specify the respondent's resource commitment and management approach to assuring continuity of services for the projects.

The future RFP selection process may include a screening review and evaluation of proposals by faculty/staff members, consultants, and members of the community.

Interested parties are NOT permitted to make personal contact with members of the Governing Board and District Administration with the exception of the individual listed in this RFQ.

2. BACKGROUND

CCSF/District is a public, two-year community college accredited by the Accrediting Commission for Community & Junior Colleges of the Western Association of Schools and Colleges. Since its founding in 1935, CCSF has evolved into a multicultural, multi-campus community college that is one of the largest in the country with an annual enrollment of over 16,000 students. Our student body is one of the most diverse in the country. CCSF offers courses in more than 50 academic programs and over 100 occupational disciplines. There is a full range of credit courses leading to the Associate of Arts and Science degrees, most of which meet the general education requirements for transfer to four-year colleges and universities.

Its main campus is on Ocean Avenue, with 7 additional instructional and administrative satellite centers throughout San Francisco. Together, there are 78 acres of landscaped plazas and walkways, athletic facilities, parking lots and roadways, with 2 million square feet of classroom, laboratory, office, athletic, student union, performance, and enterprise and support facilities.

3. PROPOSER'S CERTIFICATION

By submitting a proposal, the Proposer certifies to comply with the following:

A. AMERICANS WITH DISABILITIES ACT (ADA)

Proposer assures CCSF that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.).

B UNFAIR PRACTICES ACT

Proposer warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.).

C. VIOLATION OF AIR OR WATER POLLUTION LAWS

Unless the contract is less than $25,000.00 or with a sole-source provider, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any State or federal air or water pollution control law. By a proposal the Proposer warrants that the Proposer has not been found to be in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution district, or is subject to a cease and desist order not subject to review issued pursuant to Section 13310 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or is finally determined to be in violation of provisions of federal laws relating to air or water pollution. By submitting a bid, the Proposer certifies that it has not been identified either by published notices or by Board notification as a person in violation of State or federal air or water pollution control laws.

D. COMPLIANCE WITH NLRB ORDERS

In submitting a bid or signing a contract the Proposer swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Proposer within the immediately preceding two-year period because of the Proposer's failure to comply with an order of a federal court which orders the Proposer to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.29.

E. ASSIGNMENT OF ANTITRUST ACTIONS

The Proposer's attention is directed to the following provisions of Government Code Sections 4552, 4553, and 4554, which shall be applicable to the Proposer:

In submitting a bid to a public purchasing body, the Proposer offers and agrees that if the bid is accepted, it will assign to the procurement body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the procurement body pursuant to the bid. Such assignment shall be made and become effective at the time the procurement body tenders final payment to the Proposer (Government Code Section 4552).

If an awarding body or public procurement body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery (Government Code Section 4553). Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (Government Code Section 4554).

F. NONCOLLUSION AFFIDAVIT

By submitting a bid, Proposer hereby certifies that the bid is not made in the interest of, or on behalf of, any undisclosed party; that the bid is genuine and not collusive, false, or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham bid, and has not directly or indirectly agreed with any Proposer or anyone else to put in a false or sham bid, or to refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought to fix any overhead, profit or cost element of the bid, of that of any other Proposer, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.

G SAFEGUARDS FOR PROTECTING CCSF INFORMATION ASSETS

By submitting a bid, Proposer acknowledges Federal privacy laws such as Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b) (2)) applicable to financial transactions and Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records. In the event that such information is required for the performance of the work specified, the Proposer hereby certifies that it has the appropriate safeguards in place as required by Title 16 Code of Federal Regulation Chapter 1 Section 314.

H. COVENANT AGAINST GRATUITIES

The Proposer shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Proposer, or any agent or representative of the Proposer, to any officer or employee of CCSF with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, CCSF shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by CCSF in procuring on the open market any items, which the Proposer agreed to supply, shall be borne and paid for by the Proposer. The rights and remedies of CCSF provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

I. DRUG-FREE WORKPLACE CERTIFICATION

The Proposer certifies under penalty perjury under the laws of the State of California that the Proposer will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8355 et. seq.) and will provide a drug-free workplace by doing all of that which Section 8355 et seq. requires.

J. ELECTRONIC WASTE RECYCLING ACT

In submitting a bid for electronic devices, as defined by the Electronic Waste Recycling Act of 2003, Part 3 Division 30 Changer 8.5 of the Public Resource Code, the Proposer certifies that it, and its agents, subsidiaries, partners, joint ventures, and subcontractors for the procurement, have complied with the Electronic Waste Recycling Act of 2003 and any regulations adopted pursuant to the Act, or have demonstrated to CCSF that the Electronic Waste Recycling Act of 2003 is inapplicable to all lines of business engaged in by the Proposer, its agents, subsidiaries, partners, joint venturers, or subcontractors. In addition, the Proposer agrees to cooperate fully in providing reasonable access to its records and documents that evidence compliance with the Electronic Waste Recycling Act of 2003.

K. DARFUR CONTRACTING ACT

PCC sections 10475 et seq., the Darfur Contracting Act of 2008, establish restrictions against contracting with vendors conducting certain types of business in Sudan. The Act sets forth criteria to determine if a vendor is a "scrutinized company" and therefore ineligible to bid on or submit a proposal for State contracts.

Upon submitting a bid, Proposers that have had business activities outside of the United States within the previous three years certify that they are not a scrutinized company as defined, or demonstrate they obtained permission under the statute. (PCC §§ 10478, 10477(b).) False certifications shall cause the bid to be invalidated. (PCC § 10479.)

L. IRAN CONTRACTING ACT

PCC sections 2202 et seq., the Iran Contracting Act of 2010, establish restrictions against contracting with vendors that provide specified levels of goods or services or other investment activities, as defined, in the energy sector of Iran. By submitting a bid in excess of $1 million, Proposer certifies that Proposer is not a financial institution extending credit to an ineligible vendor on the list published by the California Department of General Services on the web site: *http://www.documents.dgs.ca.gov/pd/poliproc/Iran%20Contracting%20Act%20List.pdf*

(PCC § 2204.) The Act includes certain exceptions. (PCC § 2203(c).)

M. THE CONGO – SECURITIES EXCHANGE ACT

PCC § 10490 establishes restrictions on contracting for certain goods and services relating to compliance with the Securities Exchange Act of 1934. CCSF will not accept bids or proposals or contract for goods or services related to products or services from companies designated as a "scrutinized company" by the Federal Government.

By submitting a bid, Proposer certifies that they are not a scrutinized company as defined. False certifications shall cause the bid to be invalidated.

For purposes of this section, a "scrutinized company" is a person that has been found to be in violation of Section 13(p) of the Securities Exchange Act of 1934 by final judgment or settlement entered in a civil or administrative action brought by the Securities and Exchange Commission and the person has not remedied or cured the violation in a manner accepted by the commission on or before final judgment or settlement.

N. ACCESSIBILITY TECHNOLOGY INITIATIVE – SECTION 508

California Government Code 11135 requires that CCSF comply with Section 508 of the Rehabilitation Act of 1973, as amended, and to apply the accessibility standards published by the U.S. Access Board for electronic and information technology (EIT) products and services that it buys, creates, uses, and maintains.

EIT is any equipment, interconnected system, or subsystem of equipment used in the creation, conversion, or duplication of data or information. EIT is defined by the Access Board at 36 CFR 1194.4 and in the FAR at 2.101. EIT includes:

a. Telecommunication products, such as telephones;
b. Information kiosks;
c. Transaction machines;
d. World Wide Web sites;
e. Software and Operating Systems;
f. Computers;
g. Multimedia (including videotapes), and;
h. Office equipment, such as copiers and fax machines.

O. PATENT, COPYRIGHT, AND TRADE SECRET INDEMNITY

A contractor may be required to furnish a bond to CCSF against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

P. ACCOMMODATIONS FOR THE DISABLED

It is the policy of CCSF to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. Persons with a disability needing a reasonable modification to participate in the procurement process, or persons having questions regarding reasonable modifications for the procurement process may contact the buyer listed elsewhere in this solicitation. Learn more: Purchasing FAQs [docx]

Q PUBLIC CONTRACTS CODE RESTRICTIONS FOR CCSF EMPLOYEES

CCSF employees and immediate past employees must comply with restrictions regarding contracting with CCSF. Proposer needs to be aware of the following provisions regarding current or former CCSF employees. In submitting a bid, Proposer certifies that the Proposer is eligible to contract with CCSF pursuant to the Public Contracts Code (PCC) sections list below:

a. Current CCSF Employees (PCC Section 10831):

   i. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any CCSF department through or by a CCSF contract unless the employment, activity or enterprise is within the course and scope of the officer's or employee's regular CCSF employment.

   ii. No officer or employee shall contract on his or her own behalf as an independent Proposer with any CCSF department to provide goods or services.

   iii. This prohibition does not apply to officers or employees of CCSF with teaching or research responsibilities.

b. Former CCSF Employees (PCC Section 10832):

   i. For the two-year period from the date he or she left CCSF employment, no former CCSF officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any CCSF department.

   ii. For the twelve-month period from the date he or she left state employment, no former CCSF officer or employee may enter into a contract with any CCSF department if he or she was employed by that CCSF department in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving CCSF service.

R. LOSS LEADER

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 10730 of the Business and Professions Code.

"Loss leader" means any article or product sold at less than cost:

a. Where the purpose is to induce, promote, or encourage the purchase of other merchandise; or
b. Where the effect is a tendency or capacity to mislead or deceive purchasers to prospective purchases; or
c. Where the effect is to divert trade from or otherwise injure competitors.

S. BRAND NAMES

Any reference to brand names is intended to be descriptive, but not restrictive, unless otherwise specified. Proposals meeting the indicated standards of quality will be considered, unless otherwise specified, providing the proposal clearly describes the article offered and how it differs from the referenced brands. Unless the contractor specifies otherwise in the proposal, it is understood the Contractor is offering referenced brands as specified. CCSF reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references. CCSF may require a contractor offering a substitute to supply additional descriptive material and sample.

4. SCOPE OF SERVICES

In preparation of the City College of San Francisco requirements for Higher Education Audit Services, the following scope of work.

4.1 SERVICE REQUIREMENTS

The following represents the desired services that the District wishes to secure from the successful bidder, hereinafter referred to as "Service Provider", in response to this RFQ. The list is not intended to be all-inclusive. Interested bidders may propose additional services that they deem desirable or beneficial to the CCSF operations.

A. Annual External Financial Audit and Report

a. Presenting final report to Board of Trustees Audit Committee. These meetings are generally held in the evenings at CCSF.

b. Presenting final report to Board of Trustees at the regular board meeting. These meetings are generally held in the evenings at CCSF.

c. Providing an Executive Summary of the report for the Board of Trustees and Management

d. Distribution of the report directly to the California State Chancellor's Office and the Federal Audit Clearinghouse

e. Providing the District with up to 50 bound copies of the final audit report for the Board of Trustees regular meeting.

f. Providing a secured, encrypted PDF file for Web posting and NRMSIR compliance.

B. Annual Financial and Performance Audit Report

a. Presenting final report to Citizens' Bond Oversight Committee. These meetings are generally held in the afternoons at CCSF.

b. Presenting final report to Board of Trustees at the regular board meeting. These meetings are generally held in the evenings at CCSF.

c. Providing an Executive Summary of the report for the Board of Trustees and Citizens' Bond Oversight Committee and Management

d. Providing the District with up to 100 bound copies of the final report for the Board of Trustees and Citizens' Bond Oversight Committee regular meetings.

e. Providing a secured, encrypted PDF file for Web posting.

The scope of work for the Performance Audit should include but not necessarily be limited to the following:

a. Compliance with Ballot, Bond, State and Other Funding Source Requirements. Review/Evaluate Bond Program financial records and expenditure cost support to verify that funds were used for approved Bond Program purposes as set forth in the Ballot Measure and Bond Documents.

b. Regulatory Compliance. Review and Evaluate compliance with selected Federal, State and local requirements as well as relevant Proposition 39 requirements.

c. Communication and Fulfillment of Expectations. Includes an assessment of whether or not an adequate level of communication was maintained regarding the projects and program.

d. Facilities Programming and Master Plan Approach. Includes an evaluation of the processes used to identify facility needs, programming and coordination to comprehensively address site requirements and coordination with various user groups and stakeholders.

e. Procurement Controls and Contract Administration. Review and assessment of procurement controls for consistency, adherence to District Purchasing Policies and application of competitive and fair sub-contracting policies.

f. Contractor Liens, Claims and Contract Administration. Evaluate the District's policies, procedures and practices to obtain lien releases, prevent claims and project closeout issues and compare to bond project practices for conformity.

g. Cost, Schedule and Budgetary Management and Reporting. Review/Evaluation of Board Program Reporting to ensure current, accurate and complete cost, schedule, and budget information for program stakeholders.

h. Program Staffing. Review/Evaluate Bond Program staffing patterns/plans, program workflow, analysis of relevant expenditures in relation to need.

i. Change Management and Control. Review/Evaluate District Policies, procedures, and practices related to the on-going management of change orders and related costs.

m. Expenditure Review (Testing/Analysis). Review/Evaluation of Expenditures on a test basis to insure conformity with general and accepted practices and consistency with terms and conditions of Bond Program.

n. Follow-up on previous Audit Recommendations (Financial and/or Performance)

o. Identification/Recommendations related to effective Practices and Opportunities for Improvement. · Identify areas of effective practice and areas needing improvement within the framework of each of the major scope areas (1-11) identified above.

C. Biennial "Indirect Cost Rate" study under the requirements of OMB Circular A-21.The San Francisco Community College District applies for and is awarded federal grants from various federal agencies. In accordance with the Office of Management and Budget (OMB) Circular A-21, Cost Principles for Educational Institutions, the District must determine its indirect cost rate. The rate must be reviewed and approved by the U.S. Department of Health and Human Services, the District's federal cognizant agency. The principles are designed to provide that the Federal Government bear its fair share of total costs, determined in accordance with generally accepted accounting principles, except where restricted or prohibited by law.

D. Provide 100 hours of consulting services to the District annually.

E. Periodically respond, via telephone, to questions/issues the District might have regarding accounting issues.

For each of these items, the proposal should describe what services are available, the hardware and software requirements, and at what cost and/or benefit to the District. If a bidder does not wish to or is unable to provide any of the desired services, it should be specifically so stated.

4.2 LENGTH OF CONTRACT

The District desires to obtain a range of auditing services as detailed in the following Sections.

Term of Contract. This contract shall be for a period of up-to-three (3) years renewing annually upon mutual agreement beginning July 1, 2024, and ending June 30, 2027, including audits for FY2025. FY2026 & FY2027.

The District may choose to extend this contract via amendment for two one-year additional years to cover the FY2028 and 2029 with a contract end date of June 30, 2029.

4.2 SERVICE AGREEMENT

The selected firm will be expected to enter into a professional Service Agreement with CCSF as outlined in Appendix A.

4.3 DELIVERABLES CRITERIA

The acceptance of all deliverables will reside with CCSF Project Manager (PM). The PM will maintain a team of advisors in order to ensure the work requirements have been met.

5. SUBMISSION REQUIREMENTS/INSTRUCTIONS

QUESTIONS REGARDING RFQ AND POINT OF CONTACT

Any questions, interpretations, or clarifications, either administrative or technical, about this RFQ must be requested in writing by e-mail no later than the date indicated above. All written questions, not considered proprietary, will be answered in writing and conveyed to all Proposers. Oral statements concerning the meaning or intent of the contents of this RFQ by any person are not considered binding. Questions regarding any aspect of this RFQ should be directed to:

Maritza Rodriguez-Vivas
PURCHASING
City College of San Francisco
50 Frida Kahlo Way, B712
San Francisco, CA 94103
415-452-7769
mrodriguez@ccsf.edu

ERRORS AND OMMISSIONS

If prior to the date fixed for submission of Proposal a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ or any of its exhibits and/or appendices, Proposer shall immediately notify CCSF of such error in writing and request modification or clarification of the document. Modifications may be made by addenda prior to the RFQ response deadline. Clarifications will be given by written notice and posted to the RFQ website to all active Proposers, without divulging the source of the request for it.

ADDENDA

CCSF may modify this RFQ, any of its key action dates, or any of its attachments, prior to the date fixed for submission by issuance of a written addendum posted to the Purchasing Department website. Addenda will be numbered consecutively as a suffix to the RFQ Reference Number.

CANCELLATION OF SOLICITATION

This solicitation does not obligate CCSF to enter into an agreement. CCSF retains the right to cancel this RFQ at any time for any reason. CCSF also retains the right to obtain the services specified in this RFQ in any other way. No obligation, either expressed or implied, exists on the part of CCSF to make an award or to pay any cost incurred in the preparation or submission of response to the RFQ.

COMPLIANCE WITH RFQ

To be compliant with the administrative requirements of this RFQ, Proposer must meet the requirements and complete and return the list of submittals in the Instructions, Content, and Format Section.

COMPLETION OF PROPOSAL

Responses to the RFQ shall be complete in all respects as required by this solicitation. A submission may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity could have materially affected the quality of the submission. Documents which contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the Proposer, may be rejected. Statements made by a Proposer shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding. Costs for developing Proposals are entirely the responsibility of the Proposers and shall not be chargeable to CCSF.

DELIVERY OF PROPOSALS

SEALED PROPOSALS must be received in the Procurement and Contracts office no later than the date and time specified on the Schedule of Events. Late proposals will not be accepted.

Maritza Rodriguez-Vivas
PURCHASING
City College of San Francisco
50 Frida Kahlo Way, B712
San Francisco, CA 94103
415-452-7769
mrodriguez@ccsf.edu

Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. Delays due to various methods used to transmit the proposal, including delays by university internal mailing system, will be the responsibility of the proposer. Delays due to inaccurate directions given, even if by university staff, shall also be the responsibility of the proposer.

SEALED PROPOSALS SHALL BE CLEARLY LABELED:

RFQ 2024-050
AUDIT SERVICE

LATE, FAXED, OR E-MAILED PROPOSALS DIRECTLY TO CCSF CONTACT WILL NOT BE ACCEPTED.

EXCEPTIONS

In the event a Proposer believes that this RFQ is unfairly restrictive or has substantive errors or omissions in it, the matter must be promptly brought to the attention of CCSF Contact, either by e-mail, letter or facsimile, immediately upon receipt of the RFQ, in order that the matter may be fully considered and appropriate action taken by CCSF prior to the closing time set for submission. If the Proposer fails to notify CCSF of a known error or an error that reasonably should have been known prior to the final filing date for submission, the Proposer shall assume the risk. If awarded the contract, the Proposer(s) shall not be entitled to additional compensation or time by reason of error or its late correction.

ALTERNATIVE PROPOSALS

Only one proposal is to be submitted by each Proposer. Multiple proposals shall result in rejection of all proposals submitted by the Proposer.

WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn after it is received by CCSF by written request signed by the Proposer or authorized representative, prior to the time and date specified for Proposal submission. Proposal may be withdrawn and resubmitted in the same manner if done so prior to the appropriate deadline. Withdrawal or modification offered in any other manner will not be considered.

PROPOSALS BECOME THE PROPERTY OF CCSF

Proposals become the property of CCSF and information contained therein shall become public documents subject to disclosure laws after Notice of Intent to Award is posted. CCSF reserves the right to make use of any information or ideas contained in the Proposal. Proposals may be returned only at CCSF's option and

at the Proposer's expense. One copy shall be retained for official files. Responses to this RFQ and any other information that is currently or may become available as an outcome of the RFQ process may be used by CCSF to structure an RFQ or other solicitation.

CONFIDENTIAL MATERIAL

Proposer must notify CCSF in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. CCSF shall have sole discretion to disclose or not disclose such material subject to any protective order that Proposer may obtain.

All bids are public upon issuance of an “Intent to Award”.

The content of all working papers and discussions relating to the Proposer’s proposal shall be held confidential indefinitely unless the public interest is best served by an item’s disclosure because of its direct pertinence to a decision, agreement or an evaluation of the bid.

Please refer to the California Public Records Act (GOVT. CODE §§ 6250 - 6276.48) for further information.

PROPOSER’S COST

Costs for developing proposals are entirely the responsibility of the Proposer and shall not be chargeable to CCSF.

INSPECTION OF SOLICITATION DOCUMENTS

Proposer shall carefully review all documents referenced and made a part of this solicitation to ensure that all information required to properly respond to the solicitation has been received or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the Proposer’s sole risk. It is the Proposer’s responsibility to provide CCSF with current contact information and to update CCSF immediately of any changes.

CONTENT AND FORMAT

To be considered responsive to this RFQ, Proposer must submit proposals in the format identified in this section. All requirements and questions in the RFQ must be addressed and all requested data must be supplied. CCSF reserves the right to request additional information that in CCSF’s opinion is necessary to assure that the Proposer’s competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the contract requirements.

LATE PROPOSALS

Sealed proposals must be received in the Procurement and Contracts Office no later than as required by the Schedule of Events. LATE PROPOSALS WILL NOT BE ACCEPTED. The Proposer is responsible for the means of delivering the proposal to the appropriate office on time. Delays due to the instrumentalities used to transmit the Proposal including delay occasioned by the internal mailing system will be the responsibility of the Proposer. Likewise, delays due to inaccurate directions given, even if by CCSF staff, shall be the responsibility of the Proposer.

COPIES REQUIRED

The Bidder must provide one (1) original, marked as such, and four (4) hard copies in separate three-ring binders with tabbed indexes and one (1) copy on a flash drive. The Cost Sheet **MUST** be included in a separate **SEALED** envelope, and cost shall not be included anywhere else within the RFQ response. A BIDDER MAY BE DISQUALIFIED IF ANY COPY OF THEIR PROPOSAL IS FOUND TO HAVE MATERIAL DIFFERENCES FROM THE ORIGINAL COPY.

Proposals should be prepared in such a way as to provide straightforward, concise delineation of capabilities to satisfy the requirements of this RFQ. Proposals should emphasize the Bidder's demonstrated capability to perform work of this type. Expensive bindings, colored displays, promotional materials, graphics etc., are not necessary or desired. However, literature describing the proposed services and extent of support included in the proposal should be forwarded as part of the proposal.

Do not include additional graphics in the electronic copy that are not otherwise in the original hard copy of the proposal. Do not include animation of any kind in the proposals. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.

PROPOSAL CONTENT AND FORMAT

All Proposers are also required to complete the RFQ Submittals. Proposals shall adhere to the following format for organization and content.

a. Section 1 - Cover Letter

The cover letter shall include:

1. A brief statement of intent to perform the services proposed.
2. Signature of an authorized officer of the organization who has legal authority in such transactions.
3. Full contact information (overnight mailing address, phone, fax, e-mail, etc.) for the individual designated as CCSF contact on this RFQ and a secondary contact.
4. Acknowledgement receipt of all addenda issued.
5. Expressly state that, should the Proposer's proposal be accepted, the Proposer agrees to enter into a contract under the terms and conditions as set forth herein. Proposals that take exception to any CSU's terms and conditions shall be rejected as being non-responsive.
6. Entire Proposal shall not be more than 25 pages.

Proposals with unsigned cover letters will be rejected.

b. Section 2 – Exceptions and Confidential Material

1. No Exceptions or deviations from the requirements of this RFQ will be accepted.
2. Proposers shall identify any proprietary or confidential materials contained in the proposal and provide justification for not making such material public.

c. Section 3 – Technical Proposal

1. <u>Qualifications, Related Experience and References of the Proposing Company</u>

This section of the proposal should establish the ability of the Proposer to satisfactorily perform

the required work by reasons of: experience in performing work of a similar nature, demonstrated competence in the services to be provided, strength and stability of the firm, staffing capability, work load, record of meeting schedules on similar projects, and supportive client references. The Proposing Company shall:

i. Provide a brief profile of the firm including: the types of services offered, the year founded, form of the organization (corporation, partnership, sole proprietorship) number, size and location of offices, and number of employees.

ii. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposers ability to complete the project.

iii. Describe the firm's experience in performing work of a similar nature to that solicited in this RFQ, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe experience in similar projects. Proposers must demonstrate to the satisfaction of CCSF that it has sufficient resources, capabilities and experience to meet the business needs as stated in this document. Proposers shall state and identify its involvement with other clients for both past and present projects.

iv. Identify any subcontractors by company name, address, contact person, and telephone number and project function.

v. Briefly describe other projects currently in process and how those projects affect the company's current capacity and capacity during this proposed project. Identify any capacity or availability issues for any major subcontractors proposed.

2. Proposed Staffing and Project Organization

This section of the proposal should establish the method that will be used by the Proposer to manage the project as well as identify key personnel assigned. Proposers shall:

i. Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.

ii. Include the name and roles of the Proposers Project Manager and other key managerial and technical personnel to be assigned to the project in the specified tasks and include major areas of any subcontract work.

iii. Include a statement certifying that the key personnel will be available to the extent proposed, for the duration of the project in the manner prescribed, acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of CCSF.

iv. Include and thoroughly explain the project organization and control measures, including the proposed quality assurance plan.

v. Include a statement signed by a duly authorized officer of the Proposer to the effect that all personnel offered in the proposal are either employed full-time by the firm or contractually obligated to the firm and available for the duration of the project at the person-hour level shown.

3. Resumes

Each proposal shall include a resume of not more than two pages, for each key staff member including: Project Manager, task and discipline leaders and key specialists. Resumes will include: title, years of experience, education, professional registrations, specific prior assignments with

name of client, specific project role and responsibilities, and start and end dates for each assignment**.**

4. Work Plan

   Proposers shall provide a narrative, which addresses the Scope of Work requirements and shows Proposers understanding of CCSF needs and requirements. Proposer shall:

   I. Describe the approach to completing the tasks specified in the Technical Specifications.

   II. Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.

   III. Furnish a schedule for completing the tasks in terms of elapsed weeks from the project commencement date.

   IV. Identify methods that the Proposer will use to ensure budget and schedule control for the project.

6. SELECTION PROCESS

Scoring:

Ability to mobilize/ respond in a timely manner or required timeframe ……..……..……..……...(20 points)

Experience providing Audit Services for a California Community College, that operates in a Banner environment…….....……(30 points)

Narrative description of approach to providing such services …… ..(20 points)

Specialized experience and technical competence of the firm/ individual considering the type of service required, record of performance. Experience of proposed personnel ……..……..…(30 Points)

Maximum SLBE evaluation credit (prime or sub-contractor may qualify for these points) ……..... (10 points Extra Points)

7. DISTRICT RIGHTS & OPTIONS

1. The District reserves the right to postpone selection for its own convenience, to withdraw or change this Request for Qualifications at any time, and to reject any and/or all submittals without indicating any reason for such rejection. Withdrawals or changes will be posted to the designated website for this solicitation:`https://www.ccsf.edu/about-ccsf/administration/finance-and-dministration/administrative-services-purchasing/bid-opportunities-vendors **,** as well as other agencies advertising this procurement. The District accepts no financial responsibility for any costs incurred by a Consultant in responding to this Request for Qualifications. Submitted proposals become the property of the District. Any additional material submitted will not be returned.

2. As a function of the negotiation process, the District reserves the right to remedy technical errors in response to the RFQ and to modify the published scope of services. Any interpretation of, or change in, this Request for Qualifications will be made by addendum, and shall become part of the RFQ and any contract awarded. The District will not be responsible for any other explanation or interpretation.

3. The District reserves the right to request audited financial statements from vendors and consultants deemed prequalified, prior to the future RFQ process. The District may request updates if the financial

information annually.

4. Consultant(s) will maintain in force, during the full term of the contract, insurance is in the following amounts and coverage:

A. Worker's Compensation, with Employer's Liability limits not less than $1,000,000 each accident.

B. Comprehensive General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage.

C. Comprehensive Automobile Liability Insurance with not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage.

D. Professional Liability insurance with limits not less than $1,000,000 each occurrence, $2,000,000 aggregate with respect to negligent acts and errors and omissions, arising from performance of services under this Agreement for a single prime consultant. In the event the Consultant is a joint venture/association, each joint venture/association shall furnish professional liability insurance in an amount not less than $1,000,000 each occurrence, $2,000,000 aggregate with total coverage for the joint venture/association of not less than $1,000,000 each occurrence, $2,000,000 aggregate. Each joint Venture/ association's insurance policy shall be endorsed to provide that the work of the member performed under the joint venture/association is covered under said policy. Any Deductible shall not exceed $25,000.

Comprehensive General Liability and Comprehensive Automobile Liability Insurance policies shall be endorsed to provide the following:

A. Name as Additional Insured: San Francisco Community College District, its Officers, Agents, and Employees.

B. That such policy are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of the contract, and that insurance applies separately to each insured against who claim is made or suit is brought.

Business Tax Registration Certificate: Before any contract can be certified, the Prime Consultant and Sub- Consultants must provide the District with a copy of a current Business Tax Registration Certificate pursuant to Ordinance 345-88. Consultants can register for a current certificate with the Business Tax Division of the Tax Collector of the City and County of San Francisco. The telephone number of the Business Tax Division is (415) 554- 4426.

Any agreement or contract between CCSF and consultant shall be construed in accordance with and governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of said agreement or contract shall be in San Francisco, California.

Debriefings are available by request through the Purchasing Office for unsuccessful respondents as per Board Resolution No. 050526-S2.

City College is legally precluded from engaging in campaign activities. No contribution to a ballot measure or Board election is requested or required, and any contribution to a campaign, if known, will not be considered in awarding the contract or the City College's continued or future relationship with the vendor.

FORMS

A. FIRM PROFILE FORM

A. Firm: Date Submitted:

Name of Firm: _____ Address: _____

City: _____ County: _____

State: California _____ Zip Code: _____

Phone No.: _____ Email: _____ Firm Year Established: _____

☐ Main Office ☐ Branch ☐ If Branch, Main Office Location? City: State:

B. Web address that you would like us to reference in our database:

C. Personal History for Key Individuals in Firm: **(*Minimum of 3 individuals)***

Name/Title: _____

Years of Experience: _____ Years with Firm: _____

Name/Title: _____

Years of Experience: _____ Years with Firm: __

Name/Title:
_____

Years of Experience: _____ Years with Firm _____

D. Legal name of firm as it would appear on a contractual agreement.

E. Present full-time staff at this location:

Total Personnel:
☐ 1-5 ☐ 6-10 ☐ 11-21 ☐ 22-50 ☐ 51+

F. Insurance coverage:

Errors and Omissions insurance is a standard requirement of CCSF.
I have reviewed the attached insurance requirements required by CCSF. This firm maintains or can obtain these coverages prior to potential award of a professional commission for CCSF work.
Yes ☐ No ☐

G. Names and titles (up to 3) of principals that are authorized to consummate an agreement.

H. Projects: List recent projects indicative of experience. It is acceptable to list non-educational projects with traits that may lend themselves to community college projects. Construction costs are approximate. ***(List a maximum of 5 recent/current projects representative of current capabilities.)***

Project Name:	
City/State:	
Client's Name:	

Year Completed:
Project is in Progress: ☐ Yes ☐ No

Project Name:	
City/State:	
Client's Name:	

Year Completed:
Project is in Progress: ☐ Yes ☐ No

Project Name:	
City/State:	
Client's Name:	

Year Completed:
Project is in Progress: ☐ Yes ☐ No

Project Name:	
City/State:	
Client's Name:	

Year Completed:
Project is in Progress: ☐ Yes ☐ No

Project Name:	
City/State:	
Client's Name:	

Year Completed:
Project is in Progress: ☐ Yes ☐ No

I. Has **this firm** at this location previously provided professional services to the California Community Colleges?
Yes ☐ No ☐ If so, list below.

Campus	Project	Year	Internal Assessment

J. Has this **firm** at this location previously provided professional services to the San Francisco Community College District?

Yes ☐ No ☐ If so, list project

Campus	Project	Year	Internal Assessment

K. Has **this firm** at this location previously provided professional services to projects employing DSA/Prop 39 Funding?

Yes ☐ No ☐ If so, list project

Campus	Project	Year	Internal Assessment

L. **Exhibits/Brochure:**
You may provide one (1) brochure that list previous projects, level of expertise, years of higher education experience, etc. Preference 8 ½" x 11" format. If bound, bind with the completed application in front. Please do not include oversized brochures. Brochure should not exceed thirty (30) pages.
(Brochure will not be returned.)

M. References:
Provide three (3) references, familiar with the work of your firm.

Name/Title	Company	Phone

RATING QUESTIONS

Firm name: _____

1. How many years has your firm been in business in California under your present business name?

_____**Years**	**Points** FOR DISTRICT ONLY

2. How many years has your firm provided the services offered by your firm

_____**Years**	**Points** FOR DISTRICT ONLY

3. How many legal proceedings, including arbitration, has your firm initiated against an owner?

_____**Legal Proceedings**	**Points** FOR DISTRICT ONLY

4. Has an owner ever declared your firm in default on a project in the past 5 years?

_____**Yes/No**	**Points** FOR DISTRICT ONLY

5. Has your firm ever had insurance terminated by a carrier in the past 5 years due to an excessive claims history and/or nonpayment of premium?

_____**Yes/No**	**Points** FOR DISTRICT ONLY

6. How many school projects has your firm completed in California in the past 5 years?

_____**Sch. Projects**	**Points** FOR DISTRICT ONLY

7. How many Community College projects has your firm completed in California in the past 5 years?

_____**CCC Projects**	**Points** FOR DISTRICT ONLY

REQUIREMENTS

Table of Critical Requirements Audit Services	Acknowledge (X)
Ability to work in City and County of San Francisco	
Carry $2 million general liability for professional services	
Carry $3 million professional liability insurance	
Firm in business for 5+ years providing these services	
Minimum 5 years' experience with Banner (must have experience with Banner version 9) for educational clients	
Provide non-business hours emergency contact information for night, weekends, and holidays	
Ability to provide all equipment necessary to work. Equip personnel with laptops, portable printers, and cellular voice and data devices, and any necessary equipment to perform job duties.	
Completion of the Pricing sheet in section 8	

Pricing

Audit	FY2024/25	FY2025/26	FY2026/27
Annual District Audit	$	$	$
Annual General Obligation Bond Audit	$	$	$
Parcel Tax	$	$	$
TOTAL	$	$	$

Please include your firm's hourly rates for your staff for possible additional assignments on a as needed basis.

The Cost Sheet **MUST** be included in a separate **SEALED** envelope, and cost shall not be included anywhere else within the RFQ response.

9. SLBE CERTIFICATION

Small Local Business Enterprises must be certified prior to the time proposals are due in order to receive credit toward the achievement of SLBE goals and eligibility for evaluation credits. The source used by the District to identify firms is the City and County of San Francisco's Contract Monitoring Division's (CMD) certification list. Firms that are certified by the CMD as Local Business Enterprise (LBE) are accepted as SLBE. The directory of certified firms can be found at http://sfgov.org/cmd/directory-certified-lbes on the Internet. The CMD Certification Unit can be reached at (415) 581-2310. Certification workshops are held by the CMD throughout the year. The schedule can be found at http://sfgov.org/cmd/upcoming-events.

The CMD certification requires geographical location in San Francisco and a demonstration of the economic disadvantage experienced by local businesses in San Francisco. The College District does not certify firms. It is for these reasons that the District requires CMD certification.

For more information on LBE, please visit the City Administrator's Contract Monitoring Division at http://sfgov.org/cmd/.

SUB-CONSULTING GOAL
The goal for this project has been established at not less than 50% of the total contract value of work to be performed throughout the life of the contract pursuant to the District's SLBE policy.

The firm responding to this solicitation is responsible for making sure that the team is composed in a manner to facilitate meeting the sub-consulting goal. Prime consultants should maximize the use of available resources and methods to solicit SLBE sub-consultant participation. The prime consultant will be given credit toward meeting the SLBE sub-consultant goal only when SLBE firms are awarded subcontracts for a commercially useful function, in accordance with industry practice. A copy of the SLBE firm's certification letter from the CMD must be included in the proposal submittals.

Prime consultants who do not meet the goal for SLBE participation must demonstrate in their proposal documents that they have used good faith efforts to utilize SLBE sub-consultants. Upon submittal of a proposal, prime consultants who have not met the goal must submit a Good Faith Effort Report. The Good Faith Effort Report will be reviewed by the District's Contract Compliance Officer to determine eligibility for further participation in the Consultant team selection

SMALL LOCAL BUSINESS ENTERPRISE PARTICIPATION (SLBE) POLICY
It is the policy of City College of San Francisco (District) to ensure full and equal business opportunity for Small / Local Business Enterprises (SLBEs) wishing to do business with the District. Please refer to Appendix A: San Francisco Community College District Small Local Business Enterprise (SLBE) Program. The policy in its entirety can be viewed on the Facilities, Planning & Construction website: http://www.ccsf.edu/en/about-city-college/administration/vcfa/facilities_planning/Facilities/slbe.html. The District has made the following findings concerning SLBE firms.

• SLBE firms that seek to enter into contracts with the District are at a competitive disadvantage with businesses from other areas because of the higher administrative costs of doing business in San Francisco (e.g., higher taxes, higher rents, higher wages and benefits for labor, higher insurance rates, etc.).

• The public interest is served by encouraging businesses to locate and remain in the District's market area, the City and County of San Francisco, through the provision of evaluation credits for construction related professional services in the awarding of District contracts to small local businesses.

Policies and programs that enhance the opportunities and entrepreneurial skills of small local Businesses will best serve the public interest because the growth and development of such businesses will have a significant positive impact on the economic health of the District's market area.

To ensure continued equal opportunity and non-discrimination in its contracting, the District maintains records of minority and women owned business participation on its contracts. The District desires that prime contractors and consultants voluntarily provide equal opportunity for minority and women owned firms to participate as sub-contractors and sub-consultants when offering their services to the District. Firms doing business with the District are required to submit a statement as to their own equal opportunity employment practices and non-discrimination policies before a contract can be executed.

Failure to comply with SLBE requirements disqualifies firms from participating in the selection process. These requirements include meeting the sub-consulting goal or providing a good faith effort report and submission of all required SLBE proposal submittal forms. The required submittal forms are listed in Section 1.02 of the "SLBE Rules, Regulations and Forms for Construction-Related Professional Services" RFQ.

process. Specific forms and requirements for completing the Good Faith Effort Report are included in the SLBE Program Rules, Regulations and Forms.

PRIME CONSULTANT INCENTIVES

Evaluation credits are incentives that are incorporated into the consultant team selection process to enhance the feasibility of SLBE firms successfully competing for larger contracts, as prime contractors. **Firms that do not meet the sub- consulting goal requirements and do not submit all of the required forms are not eligible for evaluation credits.** SLBE prime consultants will automatically receive a **10% evaluation credit** if the SLBE sub-consulting goal or good faith effort requirement is met. Non-SLBE prime consultants will automatically receive a **5% evaluation credit** if the SLBE sub-consulting goal is met or exceeded.

JOINT VENTURE (JV) INCENTIVES

Prime consultant participation as a Joint Venture (JV) with SLBE firms is encouraged. Evaluation credits will be allowed for these JVs if the SLBE sub- consulting goal or good faith effort requirement is met. As such, if both partners in a JV are SLBE firms, then the evaluation credit allowed will be **10% of potential points.** If the JV includes SLBE participation with SLBE ownership and control greater than 51%, then the evaluation credit allowed is **8% of potential points.** If the JV includes SLBE participation with SLBE ownership and control greater than 33%, but less than 51%, then the evaluation credit allowed is **7% of potential points.** Prime consultants are only eligible for one evaluation credit option.