



INDEPENDENT AUDIT SERVICES

RFP Issued: March 15, 2024

Questions Due: March 22, 2024, by 1:00 pm to Kendall Perkins, kperkins@carmelunified.org

District Answers to Questions: March 22, 2024, by 4:00 pm posted to CUSD Website

Proposals Due by: April 1, 2024, by 11:00 am

Award Contract: April 11, 2024

Submit Proposals to: Carmel Unified School District
Attn: Yvonne Perez, CBO
Business Services Department
4380 Carmel Valley Road.
Carmel, CA 93923

1. INTRODUCTION

This Request for Proposal (RFP) contains specifications and related documents covering independent audit services for a three-year period beginning with the audit of fiscal year 2023-2024.

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

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

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

2. BACKGROUND

The School District serves 2,294 students. The School District employs approximately 448 staff members including approximately 224 certificated and 224 classified employees. The General Fund Second Interim Report for the 2023-24 Fiscal Year is provided below:

		Second Interim Unrestricted 2023-24	Second Interim Restricted 2023-24	Second Interim Combined 2023-24
3	Beginning Fund Balance	\$ 21,719,949	\$ 4,225,477	\$ 25,945,426
5	Add: Revenue	\$ 73,063,235	\$ 7,982,968	\$ 81,046,203
6	Less: Contributions to Special Ed	(7,210,963)	7,210,963	
7	Less: Contributions to Routine Repair and Maintenance	(2,402,000)	2,402,000	
8	Less: Transfers to Adult Ed, Child Development, OPEB	(1,455,266)	-	(1,455,266)
9	Subtotal: Total Contributions & Transfers On-going	(11,068,229)	9,612,963	(1,455,266)
11	Revenue Sources Available	\$ 61,995,006	\$ 17,595,931	\$ 79,590,937
12	Less: Expenditures	\$ (61,277,243)	\$ (19,471,522)	\$ (80,748,765)
13	Less: Transfers to Facility Improvements & Bus Repl.	(587,594)		(587,594)
14	Net Increase Decrease in Fund Balance	\$ 130,169	\$ (1,875,591)	\$ (1,745,422)
16	Ending Fund Balance	\$ 21,850,118	\$ 2,349,886	\$ 24,200,004

Other Fund at Second Interim Report for the 2023-24 School Year are provided below:

Fund	Description	Beginning Fund Balance July 1, 2023	Revenue	Transfers From General Fund	Total Resources	Expenditures	Projected Ending Balance June 30, 2024
08	Student Activity Special Revenue	\$ 258,805			\$ 258,805		\$ 258,805
11	Adult Education	\$ 66,154	\$ 94,046	\$ 43,786	\$ 203,986	\$ 137,832	\$ 66,154
12	Child Development	\$ 16,406	\$1,975,558	\$ 984,867	\$ 2,976,831	\$ 2,963,330	\$ 13,501
13	Cafeteria	\$ 143,787	\$1,777,663	\$ -	\$ 1,921,450	\$ 1,857,206	\$ 64,244
14	Deferred Maintenance	\$ 2,285,645	\$ 17,437	\$ 200,000	\$ 2,503,082	\$ -	\$ 2,503,082
25	Capital Facilities Fund	\$ 324,177	\$ 70,002		\$ 394,179	\$ 394,179	\$ -
40	Special Reserve for Capital Outlay	\$ 7,413,190	\$ 44,571	\$ 387,594	\$ 7,845,355	\$ 7,662,358	\$ 182,997
67	Post Employment Benefits Fund	\$ 957,145	\$ 180,675	\$ 519,683	\$ 1,657,503	\$ 692,911	\$ 964,592
73	Private Purpose Trust Fund (Hurd)	\$ 103,694	\$ 792	\$ -	\$ 104,486	\$ -	\$ 104,486
		\$ 11,569,003	\$4,160,744	\$ 2,135,930	\$ 17,865,677	\$ 13,707,816	\$ 4,157,861

The School District is financed primarily by local property taxes received from local property owners. Additionally, the School District receives funding from Federal and State categorical program, and various other local funds. The School District’s General Fund operating budget is projected to be \$81 M in fiscal year 2023-24.

Detailed budget information and reports can be found at:

Link to Website

<https://www.carmelunified.org/Page/4392>

The School District uses the State’s Standardized Account Code Structure for financial reporting. The Chief Business Official is responsible for control of the financial system.

Pupil attendance accounting is automated at all grade levels for regular attendance. The attendance system is maintained on Aeries and hosted in the cloud.

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

3. INFORMATION AND GENERAL CONDITIONS

3.1. Preparation of Proposal Documents

Three (3) sealed copies, one original, and two copies of the proposal shall be submitted no later than date and time listed on the cover page of the RFP. Proposals shall be delivered to the attention of Yvonne Perez, Chief Business Official, at 4380 Carmel Valley Road., Carmel, CA 93923.

It is the sole responsibility of the person submitting the proposal to ensure that it is delivered on time. Proposals received after the date and time listed on the cover page of the RFP will be returned to the submitting firm unopened.

3.2. Signature

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

3.3. Completion of Proposals

Proposals shall be complete in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the Chief Business Official, the information contained therein was intended to erroneously mislead the School District in the evaluation of the proposal.

3.4. Erasures

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

3.5. Examination of Contract Documents

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

If the Auditor discovers any ambiguity, conflict, discrepancy, omission, or other errors in the RFP, they shall immediately notify Kendall Perkins by email at kperkins@carmelunified.org no later the date and time listed for Questions Due on the cover page of this RFP of the error and request modification or clarification of the document. Clarifications shall be given by written notice to all Auditors participating in the RFP, without divulging the source of the request. Modifications shall be made by addendum issued pursuant to Section 3.6 below.

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

3.6. Addenda

The Chief Business Official may modify this RFP before the date scheduled for submission of proposals by issuance of an addendum to all parties who received the RFP for the purpose of submitting a proposal. Addenda shall be monitored consecutively as a suffix to the RFP reference number.

3.7. Modification of RFP Response

The Auditor may modify their proposal after its submission by email notice to Kendall Perkins, kperkins@carmelunified.org of withdrawal and re-submission before the date and time specified for receipt of proposals. Modification will not be considered if offered in any other manner.

3.8. Withdrawal of Proposal

The Auditor may withdraw their proposal by submitting a written request to Kendall Perkins by email, kperkins@carmelunified.org at any time before the date and time scheduled for proposal submission. The Auditor may modify its response by submitting the modified response together with a written request to withdraw the original response and replace it with the modified response. No corrected, modified, or resubmitted proposals will be accepted after the proposal submission date and time.

3.9. Rejection of Proposals

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

3.10. Misunderstandings

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

3.11. Cost of Preparation of Proposals

Cost for developing responses to this RFP are entirely the responsibility of the Contractor and shall not be chargeable to the School District.

3.12. Evaluation of Proposals

Proposals will be evaluated in accordance with the procedures contained in Section 6. During the evaluation, valuation and selection process, the Chief Business Official may request a meeting with an Auditor's representative to request answers to questions or may request that they answer specific questions in writing. The Chief Business Official may require that Auditor make presentations that are

pertinent to the evaluation process. If a question and/or questions are asked by the Chief Business Official in a meeting, and these questions and the answers thereto are pertinent to the proposal documents and the contract to be awarded, the questions and the answers will be sent to the Auditor in writing for verification before they are included in the proposal and/or contract documents.

3.13. Award of Contract

If the contract is awarded, it will be to the responsible Auditor whose proposal is deemed to be the best proposal and whose proposal meets the needs of the School District. It is anticipated that the contract will be awarded within a thirty (30) day period. If award cannot be made within that time, Auditors will be requested in writing to extend the time period during which the Auditor agrees to be bound by their proposal. Written notification will be made to unsuccessful Auditors.

3.14. Errors in Proposal

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

3.15. Workers' Compensation

In accordance with the provisions of Section 3700 of the Labor Code of the State of California, each Auditor shall provide documentation of appropriate workers' compensation coverage.

3.16. Related Experience

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

3.17. Tentative Schedule of Events: See Cover Page

3.18. Definitions

The term School District as used in these clauses shall be construed to include Carmel Unified School District, the Board of Education, and all employers, officers, and agents of Carmel Unified School District.

3.19. Covenant against Contingent Fees

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

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

3.20. Non-Discrimination Clause

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

Auditor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State of California setting forth the provision of the Fair Employment Practices Act.

3.21. Compliance with Civil Rights

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

3.22. Performance Bond:

Not required

3.23. Compensation

The School District shall pay Auditor an amount not to exceed the maximum cost proposed by Auditor for each audit year this Agreement is in effect, plus actual and

necessary out-of-pocket expenses. Payments shall be made upon receipt of itemized invoices delivered monthly or less frequently at the option of the Auditor. The Auditor shall retain ten percent (10%) of each payment and should be detailed on each invoice. Such reduction to be held by the School District until all contract deliverables have been delivered by the Auditor, accepted by the School District and approved by the State Controller's Office each year the Agreement is in effect.

3.24. Supplemental Compensation and Additional Services

If during the course of the examination, the Auditor finds any unusual item or circumstance that, in their view, warrants an immediate detailed investigation, the same will be reported in writing to the Chief Business Official and the Superintendent. If, in the opinion of the Chief Business Official and the Superintendent a more detailed verification is required than that which would be required under ordinary circumstances, written authorization will be provided to the Auditor.

Additional services are not within the scope of services to be performed pursuant to this Agreement. If additional services are required and authorized, the Agreement will be amended to reflect the additional services and supplemental compensation shall be at the hourly rates applicable for the then-current audit year. If the additional work is not authorized by the Chief Business Official and/or the Superintendent, the audit report may be qualified according to the circumstances involved.

The School District may also request the Auditor to perform work or render services in addition to those that are unusual and customary in making an examination of books and accounts of the School District. If such work is performed by the Auditor, the Agreement will be amended to reflect the scope of the work to be done. Compensation for such work shall be at the hourly rates applicable to the then current audit year.

3.25. Auditor's Obligation to Perform Work in Accordance to Standards

If the work performed by Auditor is not in accordance with the standards as specified herein, or if the reports submitted by Auditor are not complete, or if the reports are rejected by the California State Department of Education or the State Controller's Office as incomplete, then the Auditor shall be obligated to do whatever is required to correct the reports to meet the requirements as specified in the standards, or as specified by the Department of Education and/or the State Controller's Office, at no cost to the School District.

3.26. Insurance and Indemnification

Auditor shall take out and maintain, during the term of the Agreement, such general liability and property damage insurance as is required to protect the Auditor and School District from any and all actions, suits or other proceedings which may arise

as a result of the work performed by the Auditor pursuant to the Agreement with the School District. The policy so secured and maintained shall be for not less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

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

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

Auditor shall hold harmless, defend, and indemnify the School District and all officers, agents and employees of the School District, from and against all liability or claims, which may arise out of or in connection with the services provided by the Auditor.

3.27. Independent Contractor

While performing services pursuant to this agreement, auditor is an Independent Contractor and not an officer, agent, or employee of the School District.

3.28. Assignment of Contract

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

4. STATEMENT OF WORK

4.1. Scope of the Audit Services

Auditors shall submit a proposal to provide the School District with audit services for a period of three (3) years. Said audit services to include all School District funds as detailed in Attachment A.

4.2. Technical Standards

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

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

As dictated by Board policy, the audit must include all information required by law and the Governmental Accounting Standards Board (GASB).

4.3. Work to Be Done

4.3.1. Conduct a comprehensive financial audit of all School District funds as detailed in Attachment A.

4.3.2. The audit report shall include at minimum:

4.3.2.1. The auditor's opinion on the School District's financial statements.

4.3.2.2. The auditor's report on the study and evaluation of internal control systems together with findings and recommendations

4.3.2.3. The auditor's report on compliance with laws, rules and regulations pertaining to federal and state programs.

4.3.2.4. Other statements or reports to satisfy state, county, and local governments' requirements, particularly the requirements of the California State Controller's Office.

4.3.3. The audit report shall include "Current Year" findings and any prior year deficiency, weakness, or condition that is still unresolved and continuing.

4.3.4. Conduct an exit conference with appropriate personnel of the School District.

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

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

4.4. Staffing

The Auditor shall assign professional staff as appropriate to conduct the audits. A manager shall be assigned to coordinate activities of all Auditor staff and shall be the liaison between the Auditor and the School District. Supervising auditors shall

be Certified Public Accountants, currently licensed in the State of California and shall have at least four (4) years prior experience in auditing school district financial records. The Auditor is responsible for assignment of Auditor personnel.

4.5. Audit Reports

Each report must include an opinion relative to the financial and/or compliance portions of the audit. Electronic softcopy and eight (8) hardcopies of each audit report shall be addressed to the attention of Carmel Unified School District Board of Education. The reports shall be delivered to the Chief Business Official no later than December 15th of each year. A copy of the audit shall be filed by the Auditor with each appropriate agency.

4.6. Statements and Reports

All financial statements incorporated into each audit report shall be made pursuant to applicable guidelines as specified in sub-section 4.2 of this Statement of Work.

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

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

4.7. Statement of Findings

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

The Auditor shall meet with appropriate management and staff of the School District to discuss and clarify potential findings before the end of each fieldwork period.

4.8. Working Papers

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

4.9. Resources to be provided by the School District

4.9.1. Prior Year's Records

<https://www.carmelunified.org/domain/18>. Links on left menu: Audits and Budgets and Interims

Staff Assistance

The School District shall assign appropriate staff to assist the Auditor by providing required information and explanations. Staff of the Fiscal Services Department will be assigned as needed to assist the Auditor in fieldwork and to provide information that is pertinent to the work of the Auditor.

4.9.3. Working Space

The School District shall provide Auditor with working space for a maximum of four (4) persons. Request for space shall be directed to the attention of the Chief Business Official a minimum of four (4) weeks prior to the time the space will be required.

5. PROPOSAL RESPONSE REQUIREMENTS

5.1. General

All proposals shall be submitted in the format as specified. Provide a complete response to each request for information. The Chief Business Official and the Senior Director of Fiscal Services will use responses to this Section of the Request for Proposal to determine the successful Auditor.

5.2. Title Page

Indicate the Request for Proposal Title being provided on the cover page of this RFP, the name of the firm, local address, the name of the firm's contact person for the purpose of this RFP, the email address and telephone number of the contact person, and the date.

5.3. Table of Contents

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

5.4. Letter of Transmittal

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

5.5. Proposal Letter

5.5.1. Assurance that the audit will adhere to the audit requirements of The CDE Audit Guide; and Uniform Grants Guidance, 2 CFR Part 200, Subpart F.

5.5.2. Each of the financial and compliance areas to be audited.

5.5.3. The date by which the final audit report will be provided.

5.5.4. A statement to the effect that the auditor shall make available, upon request by CDE, a copy of all audit documentation pertaining to the audit.

5.5.5. Assurance that the CPA will provide two copies of the audit report and management/communication letter directly to the CDE at:

California Department of Education
Audits and Investigations Division
1430 N Street, Suite 5319
Sacramento, CA 95814

5.6. Profile of Auditor

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

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

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

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

5.7. Peer Review

A copy of the firm's most recent governmental peer review report, the related letter of comments, and the firm's response to the letter of comments.

5.8. Auditor's Staffing and Qualifications

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

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

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

5.9. References

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

5.10. Auditor's Approach to the Audits

Prepare a work plan to accomplish the auditing services as specified in this Request for Proposal. The work plan shall include time date and time estimates for each significant segment of the work; the number of staff to be assigned, including supervisors where appropriate; the level of each of the staff members to be assigned; and any specialist who will be assigned. Auditor will also specify whether the audit will be conducted via remote, hybrid, on site, etc.

5.11. Costs of the Services – All School District Funds

State the contract price for the audit of all funds of the School District as detailed in Attachment B or the first year services are to be provided and each of the two (2) years thereafter. Costs as specified in this Section shall be based upon the scope of the work as specified herein. It is understood that if the scope of the work is increased and/or decreased, the maximum cost as proposed would be adjusted upwards and/or downwards as appropriate.

5.12. Additional Information

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

5.13. Assurances

Auditor certifies the managing and supervising auditors that will be assigned to this job are properly licensed, certified public accountants on or before July 1, 2024.

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

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

Auditor shall certify that in accordance with auditing standards and other applicable guidelines and regulations, the Auditor will select the necessary procedures to test compliance and to disclose noncompliance with specified laws, regulations and contracts.

6. ANALYSIS AND EVALUATION OF PROPOSALS

6.1. General

This Section of the Request for Proposals describes the general procedures that will be utilized by the Chief Business Official and the Senior Director of Fiscal Services during the evaluation and selection process.

The School District will assemble a proposal review team. The team will be comprised of staff from the School District's Fiscal Department and Executive Cabinet. The team will evaluate each proposal to determine the "best-value" solution for the School District. The "best-value" proposal need not be the lowest cost proposal. The Auditor's ability to develop a rapport and working relationship with School District personnel will also be considered.

The School District reserves the right to use any resources and information available to it for evaluation of the RFP submittals.

It is the intention of the School District to select an Auditor who is deemed to best satisfy the requirements of this Request for Proposal, taking into consideration all aspects of the RFP response, including experience, quality, and the cost of the services to be provided.

6.2. Elements of Evaluation of Proposals

6.2.1. Technical Factors

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

6.2.1.2. The Review Team will consider:

6.2.1.2.1. Appropriateness and adequacy of proposed procedures

6.2.1.2.2. Necessity of procedure

6.2.1.2.3. Reasonableness of time estimates

6.2.1.2.4. Appropriateness of assigned staff levels

6.2.1.2.5. Timelines of expected completion

6.2.1.3. Technical Experience of the firm

6.2.1.4. Qualifications of staff, particularly prior school district audit experience

6.2.1.5. Size and structure of the firm

6.2.1.6 Interview Responses (if conducted)

6.2.2. Cost Factors

6.2.2.1. Cost of work to be performed

6.2.2.2. Cost will be a significant factor when all other evaluation criteria are relatively equal

6.3. Proposal Evaluation Method

The evaluation formula and the values assigned to the criteria that will be used by the proposal review team will be weighted. Total scores will be determined by adding the points received for technical qualifications (maximum 75 points) to the points received for the cost of the audit (maximum 25 points).

6.4. Mandatory Criteria

6.4.1. The Audit firm must be a certified public accountant, properly licensed before July 1, 2024.

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

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

6.5. Oral presentations

The apparent successful Auditor and/or Auditors may be requested to present a formal presentation to the Board of Education. The purpose of the presentation is to introduce the Auditor's professional staff to the Board of Education and have these staff members briefly discuss their technical and management plans for the audit services.

6.6. Auditor Selection

Following the Chief Business Official and the Director of Fiscal Services final selection of the apparent successful Auditor, the Chief Business Official may enter into negotiations regarding the provisions of the Agreement. If a satisfactory contract cannot be negotiated, the Chief Business Official may, in their sole discretion, begin contract negotiations with the second-ranking Auditor and terminate negotiations with the originally selector Auditor.

The decision of the School District is final and is not subject to review. The School District may reject all proposals submitted and negotiate with a single Auditor when it is determined to be in the best interest of the School District to do so.

ATTACHMENT A

CARMEL UNIFIED SCHOOL DISTRICT

LIST OF DISTRICT FUNDS

FUND 01:	GENERAL
FUND 11:	ADULT EDUCATION
FUND 12:	CHILD DEVELOPMENT
FUND 13:	CAFETERIA SPECIAL REVENUE
FUND 14:	DEFERRED MAINTENANCE
FUND 21:	BUILDING
FUND 25:	CAPITAL FACILITIES
FUND 40:	CAPITAL OUTLAY
FUND 51:	BOND INTEREST AND REDEMPTION
FUND 67:	SELF-INSURANCE
FUND 73:	PRIVATE PURPOSE TRUST FUND

ATTACHMENT B

CARMEL UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSAL

INDEPENDENT AUDIT SERVICES

COST PROPOSAL RESPONSE FORM

To: Carmel Unified School District
4380 Carmel Valley Road.
Carmel, CA 93923

Attention: Yvonne Perez
Chief Business Official
Business Services Department

From: _____

Pursuant to and in compliance with your Notice to Auditors Calling for Proposal and all other documents relating thereto, the undersigned Auditor, having familiarized themselves with the terms and conditions of the proposal documents, hereby proposes and agrees to perform, within the time stipulated, the work to be done and to provide all labor and materials necessary to perform the work in connection with:

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

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

This Independent Contractor Agreement for Services ("Agreement") is made and entered into as of the [Click or tap to enter a date.](#), by and between **Carmel Unified School District** ("District") and [Click or tap here to enter text.](#) ("Contractor"), (together, "Parties").

RECITALS

WHEREAS, Government Code section 53060 authorizes District to contract with and employ any person for the furnishing of special services and advice in financial, economic, accounting, legal, or administrative matters if such person is specially trained and experienced and competent to perform the special services required;

WHEREAS, Public Contract Code section 20111 authorizes District to contract with and employ any person for the furnishing of non-construction services, if the contract amount is no greater than the annually adjusted statutory limit, which is \$114,500 in 2024;

WHEREAS, District is in need of those services and/or advice;

WHEREAS, Contractor is specially trained and experienced and competent to perform the services required by District, and those services are needed on a limited basis; and

WHEREAS, Contractor is free from the control and direction of District in connection with the performance of the Services (as defined below), both under the Agreement and in fact; Contractor's Services are outside the usual course of District's business; and Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services.

NOW, THEREFORE, the Parties agree as follows:

TERMS

1. **Services.** Contractor shall provide the following services:

Further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

2. **Term.** Contractor shall commence providing the Services under this Agreement on [Click or tap to enter a date.](#), and will diligently perform as required and complete performance [Click or tap to enter a date.](#), unless this Agreement is terminated and/or otherwise cancelled prior to that time.

2.1. Under no circumstance shall this Agreement renew automatically. The Parties may, by mutual written agreement executed by both Parties, renew the Agreement for an extended term. However, the total term shall not exceed five (5) years. After the expiration of the renewal term(s), if any, the Agreement shall terminate.

3. **Board Approval Required.** This Agreement shall not be a valid contract until it is executed by both Parties and approved or ratified by District's Board of Education. Should Contractor begin performing Services in advance of approval/ratification by the Board of Education, any Services so performed in advance of the effective date of approval/ratification are at Contractor's risk.

4. **Submittal of Documents.** Contractor shall not commence the Services under this Agreement until Contractor has submitted and District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Workers' Compensation Certification
- Fingerprinting/Criminal Background Investigation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Other: _____

5. **Compensation.** District agrees to pay Contractor for the Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed [Click or tap here to enter text.](#)Dollars ([\\$Click or tap here to enter text.](#)). District shall pay Contractor according to the following terms and conditions:

- 5.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District. Payment shall be made within thirty (30) days after Contractor submits an invoice to District for Services actually completed and after District's written approval of the Services, or the portion of the Services for which payment is to be made.
- 5.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit B**. If hourly billing applies, the itemized invoice shall reflect the hours spent by Contractor in performing its Services pursuant to this Agreement.
- 5.3. If Contractor works at more than one site, Contractor shall invoice for each site separately.
- 5.4. In addition to and not a limitation of any other rights or remedies available to District, District may withhold or deduct from any payment an amount necessary to protect District from loss because of: (1) any sums expended by District in performing any of Contractor's obligations under the Agreement which Contractor has failed to perform or has performed inadequately; (2) unsatisfactory prosecution of the Services by Contractor; (3) unauthorized deviations from the Agreement; (4) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Agreement; (5) erroneous or false estimates by Contractor of the value of the Services performed; (6) any sums representing expenses, losses, or damages, as determined by District, incurred by District for which Contractor is liable under the Agreement; and (7) any other sums which District is entitled to recover from Contractor under the terms of the Agreement or pursuant to law. The failure by District to withhold or deduct any of these sums from a payment shall not constitute a waiver of District's right to such sums.

6. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Services for District.

7. **Materials/Equipment.** Contractor shall furnish, at its own expense, all materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement ("Equipment"). Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or Contractor's agents, personnel, employee(s), and/or subcontractor(s), even if such Equipment is furnished, rented or loaned to Contractor by District.

8. Performance of Services.

- 8.1. **Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 8.2. **Certificates/Permits/Licenses/Registration.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 8.3. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 8.4. **Meetings.** Contractor and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Contractor's performance of Services.
- 8.5. **District Approval.** The Services provided herein must meet the approval of District. District may evaluate Contractor in any way District is entitled pursuant to applicable law, including, without limitation, announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

9. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor represents and warrants that: (A) Contractor is free from the control and direction of District in connection with the performance of the Services, both under the Agreement and in fact; (B) Contractor's Services are outside the usual course of District's business; and (C) Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services.

Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. By checking the applicable box below, Contractor hereby represents and warrants to District the following:

- Contractor is and shall be a resident of the State of California or is otherwise exempt from withholding. To the extent an exemption is sought, Contractor will provide District with appropriate evidence including, without limitation, FTB Form 590. Contractor shall still be responsible for payment of all state and federal taxes.
- Contractor is not a resident of the State of California or otherwise not exempt from withholding, and Contractor authorizes District to withhold from all payments made to Contractor under this Agreement all taxes required to be withheld by law. (See, e.g., California Revenue & Taxation Code section 18661, et seq.)

10. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and

systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

11. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
12. **Work Product.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of District.
13. **Curriculum.** All original curricular materials provided in conjunction with Contractor's Services must be authorized for use by District only and remain exclusively the intellectual property of the authors.
14. **Termination.**
 - 14.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of the Services by Contractor. Notice shall be deemed given when received by Contractor or no later than three (3) calendar days after the day of mailing, whichever is sooner.
 - 14.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 14.2.1. material violation of this Agreement by Contractor; or
 - 14.2.2. any act by Contractor exposing District to liability to others for personal injury or property damage.Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, District may secure the required Services from another contractor. If the expense, fees, and/or costs to District exceed the cost of providing the Services pursuant to this Agreement, Contractor shall immediately pay the excess expense, fees, and/or costs to District upon the receipt of District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.
 - 14.3. Upon termination, Contractor shall provide District with all documents produced, maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

15. Indemnification.

- 15.1. To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless District, its Governing Board, agents, representatives, officers, contractors, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor ("Claim"). Contractor shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto. District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified Parties.
- 15.2. Contractor shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, subject to section 15.1 above. Contractor's obligation pursuant to this Article includes reimbursing District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and contractor fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein, subject to section 15.1 above. Contractor's obligation to indemnify shall not be restricted to insurance proceeds.
- 15.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor from amounts owing to Contractor.

16. Insurance.

- 16.1. Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$1,000,000 \$2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$1,000,000 \$2,000,000
Professional Liability Insurance	\$1,000,000
Workers' Compensation Insurance	Statutory Limits
Employers' Liability Insurance	\$1,000,000
Abuse and Molestation Insurance Each Occurrence General Aggregate	 \$1,000,000 \$2,000,000

- 16.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Contractor, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by District.)

- 16.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services in accordance with provisions of section 3700 of the California Labor Code. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services. That policy shall provide employers' liability coverage per accident for bodily injury or disease.
- 16.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to Contractor's profession, coverage to continue through completion of services plus two (2) years thereafter.
- 16.1.4. **Abuse and Molestation Insurance.** Abuse and Molestation Insurance shall protect Contractor and District from all claims of bodily injury (including emotional distress), personal injury, or advertising injury because of sexual abuse, molestation, or exploitation arising out of negligent hiring, training, and supervising practices by Contractor.
- 16.2. **Proof of Insurance.** Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:
- 16.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 16.2.2. An endorsement for each policy stating that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District.
- 16.2.3. An endorsement stating that District and its Governing Board, agents, representatives, employees, trustees, officers, contractors, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
- 16.2.4. An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 16.2.5. An endorsement stating that there shall be a waiver of any subrogation against District and its respective elected officials, officers, employees, agents, representatives, contractors, trustees, and volunteers.
- 16.2.6. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 16.2.7. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- 16.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District.
17. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Contractor shall notify District, in writing, and, at the sole option of District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying District of the violation, Contractor shall bear all costs arising therefrom.
18. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which the Services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, Contractor agrees to require like compliance by all of its subcontractor(s).
20. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services. Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or Contractor's employees on a school site:
- 20.1. All site visits shall be arranged through District;
 - 20.2. Contractor and Contractor's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
 - 20.3. Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the school site and shall check out with the school office each day immediately before departing the school site;
 - 20.4. Once at such location, Contractor and Contractor's employees shall not change locations without contacting District;
 - 20.5. Contractor and Contractor's employees shall not use student restroom facilities; and
 - 20.6. If Contractor and Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
21. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

23. **Confidentiality.** Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or electronic mail, addressed as follows:

District:

Carmel Unified School District
4380 Carmel Valley Road
Carmel, CA 93923
Email: yperetz@carmelunified.org
ATTN: Yvonne Perez

Contractor:

Email:
ATTN:

Any notice personally given or sent by electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

25. **Disputes.** In the event of a dispute between the Parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other Party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other Party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Contractor's right to bring a civil action against District.

26. **Attorney's Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.

27. **Integration/Entire Agreement of Parties.** This Agreement, and the documents expressly incorporated herein, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. Any Contractor terms shall not apply unless expressly incorporated herein. Where a conflict exists between the provision(s) of this Agreement and an incorporated document, the provision(s) of this Agreement shall control. This Agreement may be amended or modified only by a written instrument executed by both Parties.
28. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.
29. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
30. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
31. **Assignment.** The obligations of Contractor pursuant to this Agreement shall not be assigned by Contractor.
32. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
33. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
34. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
35. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
36. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
37. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

38. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

Dated:

Dated:

Carmel Unified School District

By:

By:

Print Name: Sharon Ofek
Superintendent

Print Name:

Print Title:

Dated:

By:

Print Name: Yvonne Perez
Chief Business Official

Information regarding Contractor:

License No.: _____

New Vendor (W-9 Required)

Registration No.: _____

Address:

Telephone:

E-Mail:

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: _____
- Limited Liability Company
- Other: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, District requires Contractor to furnish the information requested in this section.

**EXHIBIT A
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

Contractor's entire Proposal is **not** made part of this Agreement.

SAMPLE

**EXHIBIT B
HOURLY BILLING RATES AND/OR UNIT PRICES**

SAMPLE

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which 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 the Services of this Agreement.

Date: _____

Business Name: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with District prior to performing any Services under this Agreement.)

END OF DOCUMENT

FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION
(NON-CONSTRUCTION CONTRACTS)

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Independent Contractor Agreement ("Agreement") between the Carmel Unified School District ("District") and _____ ("Contracting Party"):

One of the boxes below must be checked with regard to Contracting Party and Contracting Party's personnel (officers, principals, paid or unpaid employees, volunteers, agents, subtenants and subcontractors of Contracting Party who will provide services under the Agreement) ("Contracting Party's Personnel") and the arrangements verified by an authorized representative of District prior to commencement of the Agreement.

- Fingerprinting/Background Check requirements do not apply because Contracting Party/Contracting Party's Personnel will not have any interaction with District pupils based on the type of service being provided, the location at which services will be provided, or for other reason (Specify):

- Contracting Party/Contracting Party's Personnel qualify for a waiver of fingerprint/criminal background check requirements on the following basis:
 - The services provided by Contracting Party/Contracting Party's Personnel are for an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable. [Ed. Code, §45125.1(b)]
 - Contracting Party/Contracting Party's Personnel will have no interaction with District pupils that is not under the immediate supervision and control of the pupil's parent/guardian. Enter details of parental supervision:

 - Contracting Party/Contracting Party's Personnel will have no interaction with pupils that is not under the immediate supervision and control of a District employee who has been properly fingerprinted and undergone background checks. Enter details of District employee supervision arrangements:

- Contracting Party is a sole proprietor who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee, and in accordance with the fingerprinting requirements of Education Code section 45125.1(h), hereby agrees to District's preparation and submission of fingerprints so that the California Department of Justice may determine (A) that Contracting Party has not been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work or action under the Agreement shall commence until the Department of Justice ascertains that Contracting Party has not been convicted of a felony as defined in Government Code Section 45122.1.

- Contracting Party is not a sole proprietor and has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contracting Party's Personnel who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee during the term of the Agreement, and the California Department of Justice

has determined (A) that none of Contracting Party's Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contracting Party performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to District pursuant to the subsequent arrest service. A complete and accurate list of Contracting Party's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto. No work or action under the Agreement shall commence until the Department of Justice ascertains that none of Contracting Party's Personnel has been convicted of a felony as defined in Government Code Section 45122.1.

Department of Justice Clearance must be submitted directly to the CUSD Human Resources Department.

CONTRACTING PARTY CERTIFICATION

I am a representative of the Contracting Party entering into this Agreement with District, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the Contracting Party. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Contracting Party's sole responsibility to maintain, update, and provide District with current "Fingerprint and Criminal Background Check Certification" information for all Contracting Party's Personnel throughout the duration of the Agreement. **A list of Contracting Party's Personnel is attached hereto as Attachment A.**

Date: _____
Contracting Party: _____
Signature: _____
Print Name: _____
Title: _____

END OF DOCUMENT

ATTACHMENT "A"

Contracting Party's Personnel

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of personnel, attach additional copies of this page.

END OF DOCUMENT