



REQUEST FOR QUALIFICATIONS
FIRST 5 BUTTE COUNTY ANNUAL FINANCIAL AND COMPLIANCE AUDIT

RFQ 64-24

Issued by:
Anna Bauer
Executive Director
First 5 Butte County Children & Families Commission
205 Mira Loma Avenue
Oroville, CA 95965

First5@buttecounty.net

Applications must be submitted electronically via the Commission's database, and will be accepted ongoing until Friday, March 15, 2024, at 5:00 p.m.

Overview of Opportunity

Below is a brief summary of this Request for Qualifications (RFQ). Please read the entire document for full requirements and details.

Intent of RFQ

The First 5 Butte County Children and Families Commission seeks qualified applicants to submit their qualifications to provide annual financial and compliance audit services.

Contract Period

Contracts will be one year in length, with an option for renewal based upon performance.

Eligibility

Certified Public Accounting (CPA Firm) firms with previous government auditing experience.

I. GENERAL INFORMATION

Purpose

The purpose of this Request for Qualifications (RFQ) is to obtain the services of a public accounting firm whose principal officers are independent Certified Public Accountants (hereinafter referred to as “CPA Firms”), certified or licensed by the regulatory authority of a state or other political subdivision of the United States to perform an annual financial statement audit of the Commission under Generally Accepted Accounting Principles (GAAP), requirements set forth by the Government Accounting and Standards Board (GASB), generally accepted auditing standards for audits of governmental agencies as established by the American Institute of Certified Public Accountants, and perform an annual compliance audit in accordance with the California State Controller’s Audit Guidelines for Commissions (linked below for reference).

http://www.sco.ca.gov/aud_counties_audit_guides_first5.html

Eligible Applicants

Only licensed CPA Firms with experience and training in auditing governments will be considered for this RFQ.

II. DESCRIPTION OF ENTITY AND RECORDS TO BE AUDITED

History of the First 5 Butte County Children and Families Commission

In November of 1998, the citizens of California enacted the Children and Families Act, through Proposition 10. This initiative aims to promote, support, and improve the development of all children from the prenatal period to five years of age by creating an integrated system of information and services to enhance early childhood development.

Unlike many funding opportunities, the Children and Families Act has as its focus the support of local decision-making and the development of integrated strategies determined as most appropriate by each county. Each county is responsible for developing a Strategic Plan based on input and data reflective of its own community. Funding decisions are made at the local level to best meet local needs and interests.

The First 5 Butte County Children and Families Commission (the Commission), established on December 15, 1998, through an ordinance adopted by the Butte County Board of Supervisors, is responsible for the development and implementation of the Strategic Plan for the most effective use of the approximately \$1 million in annual revenue being allocated to Butte County through tobacco tax revenue. More information about the Commission and First 5 Butte County can be found by visiting their website at first5butte.org.

Location

The Commission's administrative office is located in Chico, California. All financial records are maintained electronically and will be provided in electronic form for auditing purposes. The successful applicant will have the capacity to perform paperless financial and compliance audits and to communicate with Commission staff via electronic mail, video conferencing, and/or telephone to ensure the paperless audit is completed timely. No travel or site visits will be required.

Records to be Audited

The Commission contracts with the Butte County Auditor to utilize the County's computerized accounting software, Workday, for financial management and timekeeping. Commission staff maintain internal electronic files for all financial and compliance audit requirements and have access to most financial records and reports in Workday. Supplemental Excel spreadsheet reports are prepared by Commission staff. The County Auditor provides secondary review and authorization of the Commission's accounting transactions. The Commission contracts with the Butte County Treasurer to maintain the Commission's bank account, issue checks, manage the Commission's investments, and calculate interest earned. Commission staff are able to provide all financial and compliance records and reports needed for the audit.

III. SCOPE OF FINANCIAL AND COMPLIANCE AUDIT

Performance

The successful applicant will contract for a financial and compliance audit for the fiscal year ending June 30, 2025, with options to extend the contract for four additional fiscal years. The cost for the optional periods will be agreed upon by the Commission and the selected CPA Firm. It is anticipated that the cost for the optional years will be based upon the same approximate cost as the initial contract year. Applicants may provide their estimate of audit charges for optional periods as a part of their response, but will not be penalized if they choose not to do so.

Delivery Schedule

- **Initial Review**

The selected CPA firm should be available and willing to respond to occasional audit-related questions throughout the fiscal year to ensure the Commission remains in compliance and is apprised of GASB updates or other pertinent financial or compliance regulatory changes.

The paperless audit should begin as soon as practical after the close of the Butte County Auditor's books (generally around August 30th each year, after which Commission staff can prepare the financial statements for inspection), but in no

event later than September 21st, annually.

- **Draft**

The CPA Firm will deliver a draft electronic report to the Commission's Director and/or designated staff no later than 9:30 a.m. on October 12th, annually. The CPA Firm will be available between October 12th and October 17th, annually, at least by phone and electronic mail, to work with the Director and/or designated Commission staff to finalize the draft.

- **Final**

The CPA Firm will make any refinements needed to the draft audit report, and will deliver one (1) electronic copy of the final report to the Commission no later than 12:00 p.m. on October 18th, annually.

Upon approval of the final audit report by the Commission, the CPA Firm will upload the final audit report to the designated electronic mail address or portal provided by the State Controller's Office.

Reports may be submitted earlier than the above schedule. However, if the CPA Firm fails to make delivery of the audit reports, or delivers audit reports which do not conform to all of the provisions of this request and the subsequent contract, the Commission by written notice of default to the CPA Firm, will terminate the whole or any part of the audit contract. Under certain extenuating circumstances, with sufficient justification, the Commission may extend the delivery schedule upon written request.

Audit Review

The Commission will review the audit for compliance with the previously described auditing standards/ requirements. In the event the audit report does not comply with any of the auditing standards/ requirements as determined by the Commission, the CPA Firm will be responsible for revising the report to the appropriate specifications without additional remuneration.

Work papers

Commission personnel will be available to assist in the preparation of audit work papers. A request by the CPA Firm for all client-prepared work papers required for the audit should be submitted via electronic mail at least six weeks before initial off-site review work begins. Commission staff will thereafter provide the requested financial and compliance audit records electronically via the agreed-upon method of delivery (i.e. flash drive or online portal) no later than September 21st, annually.

The CPA Firm will retain all work papers for at least five years from the date of acceptance of the audit.

All work papers will be available for examination by authorized representatives of the Commission, the Butte County Auditor, the California Children & Families Commission, or the California State Controller's Office.

Confidentiality

The CPA Firm agrees to keep the information related to all of the Commission's contracts in strict confidence. Other than the reports submitted to the Commission, the CPA Firm agrees not to publish, reproduce, or otherwise divulge such information, in whole or in part, in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information while in the CPA Firm's possession. The CPA Firm's employees will have access to the information only on a "need-to-know" basis. The CPA Firm agrees to immediately notify the Commission, in writing, in the event the CPA Firm determines, or has reason to suspect, a breach of this requirement.

Other Information

The Commission undertakes an independent audit annually. Copies of previous audit reports are available for review.

This RFQ, the successful response, and all pertinent correspondence or negotiations with the successful CPA Firm will be incorporated, by reference, into the audit contract.

IV. RESPONSE CONTENTS

The response must include, as a minimum, the following elements:

A. General Description

The CPA Firm should describe its organization, size (in relation to audits performed), and structure. Indicate, if appropriate, if the firm is a small or minority-owned business. The CPA Firm should include a copy of the most recent peer review, if the CPA Firm has had a peer review in the last three years. If the CPA Firm has not had a peer review, it should be so stated in the response.

B. Prior Auditing Experience

The CPA Firm should describe its prior auditing experience including the names, addresses, contact persons, and telephone numbers of prior organizations audited. Experience should include the following categories:

- Prior experience auditing (including types of entities).
- Prior experience auditing similar county or local government

activities.

C. Staff Qualifications

The CPA Firm should describe the qualifications of the staff to be assigned to this audit. Descriptions should include:

- Audit team makeup, including the ability of the audit team to alternate lead auditor responsibilities each year.
- Overall supervision to be exercised.
- Prior experience of the individual audit team members.

Only include resumes of staff to be assigned to this audit. Do not include information on general partners, etc., who would not normally be involved in this audit. Education, position in firm, years and types of experience, and continuing professional education should be addressed in the narrative or the resumes provided.

D. Understanding of Work to be Performed

The CPA Firm should describe its understanding of the work to be performed, including audit procedures, estimated hours, and other pertinent information.

E. Price

The CPA Firm's price for services should be included with the response.

F. Time Frame

Although a final schedule will be agreed upon during the negotiation process, the CPA Firm should indicate the anticipated start date of the off-site review of the Commission's electronic financial records, date of receipt of the draft report, and date of receipt for the final report. Although this may be subject to change, the CPA Firm should also indicate the approximate number of days anticipated for the off-site review of electronic financial records and the preferred method of delivery of said records (flash drive shipped to the CPA Firm, documents uploaded to an online portal, etc.).

G. Certifications

The CPA Firm must sign and include as an attachment to its response the Certifications enclosed with this RFQ (Attachment I). The publications listed in the certifications will not be provided to CPA Firm by the Commission, because the

Commission desires to contract only with a CPA Firm who is already familiar with these publications.

V. SUBMISSION INSTRUCTIONS

Questions and Clarification

Questions and requests for clarification may only be submitted via electronic mail to First5@buttecounty.net. All questions and requests for clarification shall be submitted no later than **Friday, February 23, 2024, by 5:00 p.m.** Any questions received after this date and time will not be considered. The Commission will post responses on its website within five (5) business days. No formal bidders' conference will be held.

Submission and Due Date

To successfully respond to this RFQ, the applicant must meet the minimum qualifications and submit all required documents online through the application portal designated by the Commission. We encourage all applicants not to wait until the day of the deadline to apply. The Commission will not be responsible for external technical problems or submission failure. Failure to submit ALL required documents may constitute an incomplete proposal and may be grounds for disqualification.

The application portal can be found here:

<https://a111495.socialsolutionsportal.com/apricot-intake/107474bc-911d-4746-9618-7f7ad6b9e3f0>

Applications not submitted through the designated portal will not be considered.

The Commission will accept completed online applications continuously, through **Friday, March 15, 2024, at 5:00 p.m.** Any responses received after this date and time will not be considered.

Event	Anticipated Date/Time (Subject to Change)
Solicitation Publication	January 17, 2024
Final date to submit written Questions and Requests for Clarification.	February 23, 2024, by 5:00 p.m.
Responses to Questions and Requests for Clarification posted on the Commission website.	March 1, 2024, by 5:00 p.m.
Final date for submission of responses to RFQ.	March 15, 2024, by 4:30 p.m.

VI. RESPONSE EVALUATION AND REVIEW PROCESS

Non-responsive Submissions

Applicants may be judged non-responsive and removed from further consideration if any of the following occur:

- The response is not received on a timely basis in accordance with the terms of this RFQ.
- The response does not include all of the specified elements, including all required attachments.
- The response is not adequate to form a judgment by the reviewers that the proposed undertaking would comply with all of the auditing standards/requirements specified in this RFQ.
- The response indicates that the audit reports would not be made available to the Commission in the time frames outlined in this RFQ.

Evaluation

Applications will be evaluated by a committee of Commissioners, Commission staff, and/or community members based upon the following scoring criteria.

Qualification Criteria	Scoring Range
Prior experience auditing similar organizations (specifically First 5 agencies) or other government entities. (The Commission may contact prior audited organizations to verify applicant's stated experience.)	0-2 points
Qualifications of staff to be assigned to the audit, as determined by resumes and other information submitted.	0-2 points
Overall supervision to be exercised over the audit process.	0-2 points
Prior experience of the individual CPA and/or team members.	0-2 points
CPA Firm's understanding of the work to be performed, including adequate explanation of procedures in the application.	0-2 points
Realistic time estimates for completion of both the financial and compliance audits.	0-2 points
CPA Firm's ability and capacity to complete a paperless audit.	0-2 points
Annual cost to complete and submit the financial and compliance audit.	0-2 points
Maximum Score:	16 points

Review Process

The Commission may, at its discretion, request presentations by or meetings with any/all applicant CPA Firms to clarify or negotiate modifications to the responses. However, the Commission reserves the right to make an award without further discussion of the responses received. Therefore, responses should be submitted initially on the most favorable terms the CPA Firm can provide, from both technical and price standpoints. The Commission anticipates awarding the contract to the CPA Firm that is deemed to be the most responsive to this RFQ.

VII. SELECTION PROCESS AND NOTIFICATION OF AWARD

After scoring and selection, the successful applicant will be referred to the Executive Committee for review and recommendation to the Commission. Subsequent to Committee recommendation, Commission staff will develop a draft contract for the Commission's consideration per the Commission's funding approval policy.

Contracts will be considered for approval by the Commission at their next regularly scheduled meeting.

It is expected that a selection will be made by **April 3, 2024**. Upon conclusions of final negotiations with the successful CPA Firm, all applicants will be informed in writing of the name of the successful CPA Firm.

It is expected that the audit contract shall be a one-year contract, with options for four additional one-year periods. A sample contract is enclosed.

The selected CPA Firm may not begin work to be charged to the contract until the contract is fully executed. It is anticipated the contract start date would be July 1, 2024, for the 2024/25 fiscal year, with the Scope of Work to begin on January 1, 2025.

VIII. COMMISSION NOTICES

1. All work performed for the Commission, including all documents associated with the project, shall become the exclusive property of the Commission.
2. Any and all costs including travel, arising from development and delivery of a response to this RFQ incurred by any Applicant shall be borne by the Applicant without reimbursement by the Commission.
3. The Applicant shall remain an Independent Contractor, working under their own supervision and direction and is not a representative or employee of the Commission. The Applicant agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.
4. Applicants must be prepared to begin work promptly following execution of the contract and is expected to complete the project in its entirety.
5. Issuance of this Solicitation in no way constitutes a commitment by the

- Commission to award a contract. If the Commission determines it is in its best interest to do so, no Applicant may be selected and no contract may be executed.
6. The Commission reserves the right to reject any or all submittals received if the Commission determines that it is in its best interest to do so. Further, the Commission may cancel or amend this Solicitation at any time and may submit similar solicitations in the future.
 7. The Commission may reject any submittal that does not meet all of the mandatory requirements of this Solicitation, is conditional, or is incomplete.
 8. The selected Applicant must maintain a tobacco-free environment in compliance with all local, county, and state regulations.
 9. The selected Applicant must agree not to accept any funds from the tobacco industry, including in-kind donations and event sponsorships.
 10. The Commission will allow for the protest of denial of Prop 10 funding. The protest of denial must be filed within ten days of the receipt of the denial notification, and must follow the Commission's procedures. Upon receipt of the rejection notification from the Commission, the Applicant may file a Request for Protest of Grant Denial by emailing first5@buttecounty.net and stating the reason(s) for protest. The protest should provide evidence that the award violated the Commission's procurement procedures or State law. Mere disagreement with the Commission's decision shall not be the basis for a successful protest.
 11. All information and materials submitted to the Commission in response to this RFQ may be reproduced by the Commission for the purpose of providing copies to authorized individuals involved in the evaluation of the applications, but shall be exempt from public inspection under the California Public Records Act until such time as a Contract is executed. Solicitation awards are a matter of public record. Once a Contract is executed, submitted responses to this RFQ are subject to public disclosure as required by law. Application submission is considered consent to the Commission disclosure of the proposal. First 5 Butte County shall not be liable for disclosure of any information or records related to this procurement.
 12. Questions and requests for clarification may only be submitted by e-mail to first5@buttecounty.net. All questions and requests for clarification shall be submitted no later than **February 23, 2024, by 5:00 p.m.** The Commission will post responses on its website within five (5) business days.

ATTACHMENT I - CERTIFICATIONS

- A. The individual signing certifies that he/she is authorized to contract on behalf of the Certified Public Accounting (CPA) Firm.
- B. The individual signing certifies that the CPA Firm is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the CPA Firm.
- C. The individual signing certifies that the prices quoted in this response have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition.
- D. The individual signing certifies that the prices quoted on this response have not been knowingly disclosed by the CPA Firm to any other potential CPA responder to this Request for Qualifications (RFQ) prior to award.
- E. The individual signing certifies that there has been no attempt by the CPA Firm to discourage any potential other CPA Firm from submitting a response.
- F. The individual signing certifies that the CPA Firm is, or employs, one or more properly licensed Certified Public Accountant(s), or a public accountant licensed on or before December 31, 1970.
- G. The individual signing certifies that the CPA Firm meets the independence standards of the Government Auditing Standards - "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions."
- H. The individual signing certifies that all individuals to be assigned to the audit have met the Continuing Education Requirements of 80 hours continuing education every two years.
- I. The individual signing certifies that the CPA Firm, and any individual to be assigned to the audit, does not have a record of substandard audit work and has not been debarred or suspended from doing work with any Federal, State, or Local Government. (If the CPA Firm or any individual to be assigned to the audit has been found in violation of any State or AICPA professional standards, this information must be disclosed).
- J. The individual signing certifies that the CPA Firm (circle one:) does / does not carry professional malpractice insurance.

Dated this _____ day of _____, 2024

(CPA Firm's Name)

(Signature of CPA Firm's Representative)

(Printed Name and Title of Individual Signing)

ATTACHMENT II – SAMPLE CONTRACT

First 5 Butte County Children and Families Commission Contract

This Contract is between the First 5 Butte County Children and Families Commission, a political subdivision of the State of California, hereinafter referred to as “Commission”, and the Contractor indicated in the variable information table below, hereinafter referred to as “Contractor.”



Contract Title: [Title]			
The Term of This Contract begins on and ends on			
Department	7950	FOB Point	Click or tap here to enter text.
Terms	Net 30	Not-to-Exceed Price:	Click or tap here to enter text.
Contractor Contact Information		Commission Contact Information	
Contractor:	[Contractor]	First 5 Butte County Children & Families Commission	
Address	Click or tap here to enter text.	Address	PO Box 1646
City, State & ZIP	Click or tap here to enter text.	City, State & Zip	Oroville, CA 95965
Project Manager	Click or tap here to enter text.	Project Manager	Click or tap here to enter text.
Telephone	Click or tap here to enter text.	Telephone	Click or tap here to enter text.
Email	Click or tap here to enter text.	Email	Click or tap here to enter text.

WHEREAS, Commission desires to have work described in Attachment III -- Scope of Work performed; and

WHEREAS, Contractor possesses the necessary qualifications to perform the work described herein.

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in the order indicated: 1) Attachment I – Terms and Conditions; 2) Attachment II – Standard Insurance Requirements; 3) Attachment III -- Scope of Work; 4) Attachment IV – Budget; 5) Attachment V, Commission Contract Requirements.

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – “Terms and Conditions” and/or the Attachment II – “Standard Insurance Requirements.”

Anna Bauer, Director		
Typed or Printed Name	Signature	Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

First 5 Butte Children & Families Commission	[Contractor]
Shelby Boston, Chair	Date
	Date

REVIEWED FOR CONTRACT COMPLIANCE Contracts Division, GSD	REVIEWED AS TO FORM BRAD J. STEPHENS, Butte County Counsel
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By	Date
	Date

**ATTACHMENT I
TERMS AND CONDITIONS**

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment III – Scope of Work” which is made a part of this Contract.
2. **Reimbursement.** The work shall be performed for the Not-to-Exceed Price included in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.
3. **Commission Project Manager.** The Commission project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** Contractor is an independent contractor, working under their own supervision and direction and is not a representative or employee of Commission. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Confidentiality and Ownership.** The Commission retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the Commission by the Contractor, and the Contractor shall not disclose any information, whether developed by the Contractor or given to the Contractor by the Commission. The parties agree that the Commission will own the work, products, inventions or information produced by the Contractor pursuant to this contract.
6. **Termination.** This Contract may be terminated by either the Commission or Contractor by a thirty day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the Commission, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the Commission, but excluding liability due to the active negligence or willful misconduct of the Commission. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker’s compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to Commission for any loss of or damage to Commission property arising out of or in connection with Contractor’s negligence or willful misconduct.
8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor’s agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.
9. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract.
10. **Contractor’s Standard of Care.** Commission has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor’s work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor’s work by Commission shall not operate as a waiver or release.

**ATTACHMENT I
TERMS AND CONDITIONS**

11. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Commission Chair. If this Contract was executed for the Commission by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.
12. **Termination for Exceeding Maximum Term.** Contracts exceeding the five-year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Commission Chair. If this Contract was executed for the Commission by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds five years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the five-year limitation unless duly executed by the Commission Chair.
13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.
14. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.
15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.
16. **No Delegation or Assignment:** Contractor shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of Commission and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Provider. Commission will not be obligated to make payment under the Agreement until such time that the amendment is entered into.

**ATTACHMENT II
STANDARD INSURANCE REQUIREMENTS**

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

- 1) Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability:** ISO's Commercial Automobile Liability coverage form CA 00 01.
 1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
 - 1.)
 2. Personal Lines automobile insurance shall apply if vehicles are individually owned, with limits no less than \$100,000 per person, \$300,000 each accident, \$50,000 property damage.
- 3) Workers' Compensation Insurance:** As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*
 - 2.)
- 4) Professional Liability (Errors and Omissions):** Insurance appropriate to Contractor's profession, with limits no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1)** The Commission, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL and Commercial Auto policies with respect to liability arising out of work or operations performed by or at the direction of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).
- 2)** For any claims related to this contract, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- 3)** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Commission.

**ATTACHMENT II
STANDARD INSURANCE REQUIREMENTS**

C. WAIVER OF SUBROGATION: Contractor hereby grants to Commission a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Commission has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the Commission. The Commission may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Commission.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Commission.

F. VERIFICATION OF COVERAGE: Contractor shall furnish Commission with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Commission reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: Commission reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the Commission certificates of insurance and endorsements before beginning work under this contract.

I. CLAIMS MADE POLICIES: If any of the required policies provide coverage on a claims-made basis:

- 1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 4) A copy of the claims reporting requirements must be submitted to the Commission for review.

**ATTACHMENT III
SCOPE OF WORK**

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below:

Introduction

This work is authorized by the Commission in alignment with its 2021-2026 Strategic Plan: .

Contractor's Responsibilities

Commission Responsibilities

- 1) Commission staff will allocate adequate work time and effort to ensure the goals of the project are met.
- 2) Commission staff will process approved invoices and submit to Butte County Auditor within 14 business days of receipt.

**ATTACHMENT IV
BUDGET**

CONTRACTOR shall submit fully delineated invoices to Commission

FY Click or tap here to enter text.

Line Item	Hours/ Units	Rate or Fixed Cost	Sub-total	Total
Click or tap here to enter text.	Click or tap here to enter text.	\$Click or tap here to enter text.	\$Click or tap here to enter text.	\$Click or tap here to enter text.
TOTAL NOT TO EXCEED PROJECT COST		\$Click or tap here to enter text.	\$Click or tap here to enter text.	\$Click or tap here to enter text.

For multiyear contracts, budget for subsequent fiscal years will be negotiated before June 30th. The Commission shall utilize performance measures to determine Contractor’s annual budget, and reserves the right to withhold funds to this contract based on Contractor performance and Commission priorities.

Budget Contingency Clause

It is mutually agreed that if Children and Families Act revenues for the current year, and/or any subsequent years covered under this Agreement, do not result in the appropriation of sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the Commission shall have no liability to pay any funds whatsoever to CONTRACTOR, or to furnish any other considerations under this Agreement, and CONTRACTOR shall not be obligated to perform any provisions of this Agreement.

If funding for any Fiscal Year is reduced or deleted due to changes in voter approved revenues, statutes, or voter initiatives for the purposes of this program, the Commission shall have the option to either cancel this Agreement with no liability occurring to the Commission or offer an Agreement amendment to CONTRACTOR to reflect the reduced amount.

In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by statutes, voter initiatives, or regulations which may affect the provisions or terms of funding of this Agreement in any manner.

ATTACHMENT V
COMMISSION CONTRACT REQUIREMENTS

1. Contractor shall submit a fully delineated invoice monthly or quarterly. All invoices or claims must be substantiated by adequate supporting documentation, and must be based on verifiable financial records. Invoices are due 30 days after the end of previous period. Contractor shall submit supporting documentation with invoices, including, but not limited to, financial reports, receipts for material purchases, rental equipment, subcontractor work, and employee travel. Contractor shall submit invoices and documentation through the Commission's database. Final fiscal year invoices are due by July 15th.
2. Contractor may invoice for expenditures related directly to the performance of approved activities as detailed in Attachments III and IV. In-state travel related specifically to the implementation of the approved activities. In-state travel must adhere to standard rates set by the US General Services Administration. Mileage will be reimbursed at the current federal rate, which can be found at www.irs.gov. For information about travel reimbursement rates, please visit www.gsa.gov. All out-of-state travel must be requested and approved at least 30 days in advance to be considered reimbursable.
3. Contractor must submit final invoices within 45 days of the contract end date. Final payments and reconciliations shall be completed within 60 days of completion of the contract term.
4. Indirect charges are not allowed for Professional Services contracts.
5. Commission shall require prior approval by the Director or designee of any budget line item that varies more than 15 percent from the approved budget. Line-item budget revisions shall not increase the total budget amount. Increases to total annual budgets require full Commission approval and contract revisions.
6. For multi-year contracts, carryover will not be allowed between fiscal years. The Commission shall utilize performance measures to determine Contractor annual budget, and reserves the right to withhold or add funds to the annual budget or contract based on program outcomes, Contractor performance and Commission priorities. Annual contract amendments also may include modifications to performance measures, as applicable.
7. Contractor shall ensure Commission receives updated Certificates of Insurance on a rolling basis, as they renew.
8. Contractor shall attend and participate in Commission meetings as requested.
9. Contractor is required to maintain and make available to the Commission accurate books and records relative to all its activities under the contract. Records should be sufficient to permit the tracing of funds to a level of expenditure adequate to ensure funds have not been spent inappropriately or unlawfully. Contractor shall maintain data and records in an accessible location and condition for a period of not less than three years from the date of final payment under the contract.
10. Contractor shall report data requested by Commission and/or Commission-hired external evaluators at least quarterly. Data report is due 15 days after the end of the previous quarter. Data should be entered into Commission designated software unless an alternative method has been approved by Commission designee.
11. Contractor shall acknowledge funding from First 5 Butte County Children and Families Commission by including the First 5 Butte County logo on all public materials related to the project, including (but not limited to) Web sites, news releases, brochures, newsletters, flyers, public service announcements, and posters. Contractor shall submit outreach materials to First5@buttecounty.net for approval prior to distribution.
12. Contractor shall ensure that all staff review [Commission Policies and Requirements](#).