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REQUEST FOR PROPOSALS

Educational Master Plan

RFP #2023-05

Published: March 6, 2023

RFP Due Date: March 27, 2023, at 3:00 P.M. PST

Sealed Proposals not received by this date and time will not be
accepted/considered.

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Notice

**Desert Community College District
Request for Proposal (RFP)
for
Educational Master Plan (RFP #2023-05)**

The Desert Community College District is a single-college (College of the Desert) district located in Palm Desert, California. The District seeks proposals from qualified firms to provide professional services for the development and preparation of its Educational Master Plan.

The electronic copy of this RFP can be found on the District's website:

<https://www.collegeofthedesert.edu/faculty-staff/fiscal-services/purchasing/request-for-proposal.php> or by emailing maverma@collegeofthedesert.edu.

Each Proposal must conform to the RFP documents, including but not limited to the Scope of Work and RFP Forms. Any Proposal that is submitted late and/or does not conform to the requirements set forth in this RFP document may be rejected as non-responsive.

All questions and inquiries should be made in writing and e-mailed to Mamta Verma at maverma@collegeofthedesert.edu. Any resultant changes will be issued in the form of an addendum to the RFP on the District's website: <https://www.collegeofthedesert.edu/faculty-staff/fiscal-services/purchasing/request-for-proposal.php>. It is the responding firm's responsibility to ensure that they have received any and all addenda. If not, the firm may be considered non-responsive. Firm shall acknowledge, in writing, receipt and incorporation of all addenda and clarifications in its response. Specifically, Firm's acknowledgement of the addenda must be declared in the **Cover Sheet Form**.

All proposals must be sealed and received no later than **3:00 P.M. on March 27, 2023**. The District will accept either a hard mail copy of the proposal or an emailed electronic copy. Late proposals will be rejected. It is the responsibility of the submitting contractors to make sure the proposal is delivered to the location specified by the date and time specified above.

- Proposals must be sealed with the envelope(s) clearly marked in the lower left-hand corner "**Sealed Proposal for Educational Master Plan (RFP #2023-05)**" to the following address:

College of the Desert
Attn: Purchasing Department
43500 Monterey Avenue
Palm Desert, California 92260

- An electronic copy emailed to maverma@collegeofthedesert.edu.

The District reserves the right to reject any or all proposals or to waive any irregularities therein. No proposals may be withdrawn for a period of sixty (60) days after the proposal submission date.

Section 1: General Information

1.1. Introduction

This Request for Proposals #2023-05 (RFP) contains specifications and related documents covering professional services for the development and preparation for the District's Educational Master Plan as specified herein.

This RFP and all subsequent modifications thereto are hereby designated as the sole reference and authority for the preparation of Proposals. The publication of this RFP 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 this RFP for the District obtained from any source, either by verbal or written communications.

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

1.2. About Desert Community College District

The Desert Community College District (District) is within the California Community College system and was founded in 1958 as College of the Desert (COD or College). The District is governed by five elected members on its Board of Trustees and a Student Trustee elected by the Student Body. The District's affairs are administered by the Superintendent/President, who is appointed by the Board of Trustees.

The mission of the College of the Desert "is an inclusive, student-centered community college providing high-quality degree, certificate, and transfer programs that are accessible, affordable, and responsive to the diverse needs of students and our community. By preparing workforce professionals and leaders, the College enhances the local economy, closes persistent equity gaps, and improves the quality of life in the Coachella Valley and surrounding communities." The College draws students from the geographical area known as the Coachella Valley, including the cities of Palm Springs, Cathedral City, Rancho Mirage, Desert Hot Springs, Palm Desert, Indian Wells, La Quinta, Indio, Coachella, and the communities of Mecca and Thermal. The central portion of the Coachella Valley is located about 120 miles east of Los Angeles and approximately 120 miles northeast of San Diego.

College of the Desert offers 252 associate degree and certificate programs that lead to a career or transfer to a four-year university. The College is training and educating the next generation of clean technology professionals, childcare providers, allied healthcare workers, architects, public safety experts, culinary and hospitality professionals, and more. The College employs 740 faculty members serving approximately 11,000 students and more than 300 staff and administrators.

The College first opened its doors in 1962 with nine buildings on 160 acres in Palm Desert, California. In 2016, the voters in the District overwhelmingly approved a \$577 million Bond Measure CC to renovate and expand its satellite campuses. The District is in the planning stages of building new campus locations in Cathedral City and Palm Springs. A campus expansion

project is underway at the Indio campus location. The Indio Campus Expansion project is expected to be complete in Fall 2023 adding 67,000-gross-square-foot featuring classrooms, a café, offices, science labs, a student success services center, open study and collaboration areas, and a pavilion connecting it to the existing campus building. The space will be fully operational in Spring 2024 and can accommodate an additional 5,000 students.

Enrollment

The annual student enrollment beginning Fall 2017 through Spring 2022 follows:

Academic Year	Student Headcount
2017-2018	16,043
2018-2019	16,066
2019-2020	16,818
2020-2021*	15,311
2021-2022*	15,770

*College of the Desert, like most California community colleges and higher education institutions, experienced a decline in enrollment as a direct result of the COVID-19 Pandemic. In March 2020, the College closed for face-to-face instruction and transitioned to 100% online instruction. The College has since reopened its campuses for employees, students and the community at large. Enrollment is slowly on the rebound as the College assess student needs for increased face-to-face instruction and other factors.

1.3. Purpose of RFP and Scope of Work

The District is seeking a qualified firm to assist in the development and preparation of an Educational Master Plan (EMP) for College of the Desert pursuant to the [2023-2028 Strategic Master Plan](#) (SMP) accepted by the District's governing board which includes the District's mission, vision, and values. The intent of the Educational Master Plan is to assess the external and internal environment at the District and provide recommendations on instructional and support programs that will meet the changing needs of the community. The Educational Master Plan shall include a comprehensive review of existing and potential programs based on current data and future demographics. The firm shall take into consideration potential academic program development (Career Technical Education and transfer degrees should receive equal exploration), maximum growth, long-range program development including expansion of existing programs, addition of new programs, one-time and ongoing cost, and direction for the District as a whole. The Educational Master Plan and the Strategic Plan will provide the framework for the future direction of the District for the next decade.

Given the unique strengths and geography of the District, and the impact of COVID-19 on enrollment, the plans must strategize for future student enrollment growth through improved service delivery and new instructional programming, identifying potential over the next decade that is in line with the [California Community College System's Vision for Success](#).

Please note, the District is looking for proposals that provide enrollment forecasting models and methodology that go beyond standard 1.5% growth projections (e.g., corrects for effects of COVID-19, population growth, high school graduation rates). The firm selected shall be required

to produce deliverables in the form of evidence-based and collaboratively developed written, graphic, and a digital EMP that complement the [Strategic Master Plan](#) while serving as a functional foundation for the later development of the District's Facilities Master Plan. Please note, College of the Desert's program review, Strategic Plan Master, and established collegial governance and decision-making processes will be critical factors in the development of the Educational Master Plan. Also note, stakeholder endorsement and Board adoption will be required before the work is considered complete.

The firm will work with the District and College Leadership, schools and departments, participatory governance groups, faculty, staff, students, and other internal and external stakeholder groups to develop the Educational Master Plan. The firm will host no fewer than four significant stakeholder fora, facilitate work group meetings, and build in iterative public review of written graphic and digital documentation.

The final Educational Maser Plan document will include, but will not be limited to the following outline:

1. Executive Summary
2. Background
 - a. Educational master planning process
 - i. Timelines
 - ii. Step by step process
 - b. State rules and guidelines
 - c. District-wide background, including mission, vision and values;
 - i. Mission, Vision, Values
 - ii. Description of distinct College identity and history;
 - iii. Opportunities and challenges
 - iv. Programs
 - v. Neighboring Colleges
3. Trends, in consultation with College Institutional Researchers, addressing: local, county, region, state, national, global
 - a. population and demographics,
 - b. local high school data and trends,
 - c. employment rates,
 - d. economic conditions,
 - e. household income, educational attainment, and
 - f. economic development potential
4. Analysis of instructional programs and services including satellite campuses
 - a. Program descriptions
 - b. Program reviews
 - c. Future development and implications (e.g., significant impact on expenses)
 - d. Role of technology
 - e. Projected weekly student contact hours (WSCH)
 - i. Lecture Space
 - ii. Laboratory Space
5. Facility requirement per assignable square feet per student station (ASF)

6. Trends in enrollment management, productivity, hiring, and student demographics
 - a. Demographic Data
 - b. Concurrent Enrollment
 - c. Past Trends
 - d. Adult Population Projections
 - e. Persistence Rates
 - f. Feeder unified school districts
 - g. Projected enrollments, including special populations e.g., international, veterans
7. Analysis of growth and opportunity
 - a. Departments, programs, and services – capacity
 - b. Departments, programs, and services – projection
8. Detailed assessment
 - a. college strengths, including an assessment of resources: human, technology, facilities, fiscal, and others
 - b. Linkages between Strategic Master Plan and Facilities Master Plan
 - i. Converting WSCH to ASF
 - ii. Midterm and long-term information
 - iii. Emphasis and prioritization on programming from the Strategic Master Plan and integration with the future Facilities Master Plan and Strategic Master Plan.

Interested firms to this RFP should go to www.collegeofthedesert.edu to learn more about the District and College of the Desert. The District's various College Plans are posted here: <https://www.collegeofthedesert.edu/faculty-staff/institutional-effectiveness-and-planning/college-plans.php>. This webpage includes information regarding program reviews, prioritization, Institutional Research, and existing Strategic Master Plan, Facilities Master Plan, and Technology Master Plan that will be essential in the preparation of a response to this RFP. Please refer to the following to assist in the preparation of your proposal.

1.4. Term of Contract

The successful firm is expected to enter into a contract with the District. The duration of the contract is expected to be six months long or until the completion of the deliverables.

The District intends to enter into a [Professional Services Agreement \(PSA\)](#) with the successful firm. The District reserves the right to incorporate general contractual terms and conditions (found here: <https://www.collegeofthedesert.edu/faculty-staff/fiscal-services/purchasing/terms-and-conditions.php>) into the PSA in response to this request. The submission of any other terms and conditions by a firm may be grounds for rejection of the firm's proposal.

The District may terminate the contract at any time for any reason by giving at least 15 days' notice in writing to the firm. If the contract is terminated by the District as provided herein, the firm will be paid a fair payment as negotiated with the District for the work completed as of the date of termination.

1.5. RFP Schedule

The District reserves the right to modify the below schedule of events:

Publication of RFP	March 6, 2023
Last day to submit questions	March 20, 2023
Proposals Due	No later than 3:00 P.M. PST, March 27, 2023
Committee Review of Proposals	April 3, 2023
Interview with Short Listed Qualified Firms	April 10, 2023
Award of Contract & Board of Trustee Approval	April 17, 2023
Contract Commences	April 18, 2023
Estimated Completion	October 31, 2023

1.6. Evaluation Process

The evaluation process used to select a qualified firm will be as follows:

- a) The District’s RFP Committee shall review and evaluate all proposals received using the criteria noted in Section 1.7. Incomplete proposals may be rejected as non-responsive.
- b) The committee may elect to conduct oral interviews of selected short-listed firms. The District may request selected firms to make an oral/visual presentation in connection with the oral interview. The purpose of this interview is to confirm information provided in the Proposal submitted by the firm. This will also be another opportunity for the RFP committee to request additional clarifications. In these interviews, the firm may expand on the information provided in the proposal.

1.7. Evaluation Criteria

Firms submitting a proposal are advised that all responsive documents will be evaluated to determine each firm’s ability to best meet the needs of the District. The District’s evaluation may include, but is not limited to, a consideration of the following criteria:

- a) **Responsiveness.** Responsiveness of the Proposal clearly states the firm’s practice areas and services in meeting the requirements of the RFP.
- b) **Qualifications.** The extent of the firm's previous experience and background in conducting similar professional services. This shall include the quality of key personnel’s background and education
- c) **Experience/Ability.** The District will evaluate the prior experience and success of the firm to deliver high-quality professional services in a timely manner and ability to establish effective working relationships within the setting of a higher education institution.
- d) **References.** Information obtained by the District from the Firm’s provided references and other clients.
- e) **Cost and Fee Structure.** The Firm’s proposed fees for services.
- f) **Other criteria** as deemed appropriate.

1.8. Cancellation of Solicitation

The District may cancel this solicitation at any time.

1.9. Conflict of Interest/Restrictions on Lobbying and Contacts

For the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contracts with any member of the District's Governing Board, selection members, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for disqualification of the submitting firm.

1.10. Limitations

The District reserves the right to contract with any firm responding to this RFP. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District reserves the right to amend this RFP and the RFP process and to discontinue or re-open the RFP process at any time.

1.11. Right to Negotiate and/or Reject Proposal

Firms understand that this RFP does not commit or obligate the District to accept any Proposal submitted. The District reserves the right to accept or reject any or all of the Proposals, waive any irregularities, and to negotiate with selected firm(s) for any price or provision, in part or in its entirety, whenever, in the sole opinion of the District, such action shall serve its best interests and those of the taxpaying public. The District further expressly reserves the right to postpone the Proposal opening date for its own convenience. Firms are encouraged to submit their best prices in their Proposals, and the District intends to negotiate only with Firm whose Proposal most closely meets the District's requirements at the best value. The Contract, if any is awarded, will go to the Firm whose Proposal best meets the District's requirements and provides the greatest overall value to the District.

1.12. Preparation Expenses

The District shall in no event be responsible for the cost of preparing any Proposal in response to this RFP. The sole responsibility for compliance with the requirements of this RFP lies with each firm submitting a response. Each firm is solely responsible for costs in preparing a response to this RFP and any and all other activities associated with same.

1.13. Confidential and Proprietary Information

All materials submitted relative to this RFP will be kept confidential until such time as an award is made or the RFP is cancelled. At such time, all materials submitted may be made available to the public. All information contained in Proposal submitted may be subject to the California Public Records Act (California Government Code Section 6250 et seq.), and information's use and disclosure are governed by this Act. Any information deemed confidential or proprietary should be clearly identified by the Firm as such. Such information may then be protected and treated with confidentiality to the extent permitted by state law.

1.14. Errors/Discrepancies/Clarification/Information of RFP

Any errors, discrepancies, clarification or questions regarding information contained in this RFP should be immediately directed and submitted in writing to Mamta Verma at

maverma@collegeofthedesert.edu by **March 20, 2023**. Interested firms are encouraged to submit their questions as soon as possible in order to give the District an opportunity to reply in a timely manner.

1.15. RFP Addenda Acknowledgement

Any resultant changes will be issued in the form of an addendum to the RFP on the District's website: <https://www.collegeofthedesert.edu/faculty-staff/fiscal-services/purchasing/request-for-proposal.php>. It is the responding firm's responsibility for ensuring that they have received any and all addenda. If not, the firm may be considered non-responsive. Firm shall acknowledge, in writing, receipt and incorporation of all addenda and clarifications in its response. Specifically, Firm's acknowledgement of the addenda must be declared in the proposal in the **Cover Sheet Form**.

1.16. Notice

Any formal notice shall be deemed to be sufficient when given by the District to the firm by registered or certified mail addressed to the firm on the business address shown on the Proposal. Any formal notice given by the firm to the District shall be deemed sufficient when sent by registered or certified mail to College of the Desert, Attention: Purchasing Department, 43500 Monterey Avenue, Palm Desert, CA 92260.

1.17. Modification to RFP Response

A firm may modify their Proposal after submission by written notice to the District of withdrawal and resubmission before the date and time specified for receipt of proposals. Modifications will not be considered if offered in any other manner.

1.18. Withdrawal of Proposal

A Proposal may be withdrawn by submitting a written request to the District at any time prior to the proposal submission deadline. A new Proposal may be submitted before the submission deadline. Proposals may not be withdrawn after the proposal submission deadline.

Section 2: Instructions for Proposal Submission

The Firm's Proposal should fully state its experience and expertise as it relates to ***Section 1.3. Purpose of RFP and Scope of Work***. The submitted Proposal should be organized and indexed in a format noted below that ensures the District can easily review to effectively evaluate the Firm's Proposal.

Required Proposal Documents

2.1 Cover Sheet Form

2.2 Letter of Interest

The individual who is authorized to bind the firm's business contractually, must sign the cover letter, which must accompany the firm's RFP proposal. This cover letter must indicate the authorized signatory and title or position held in the firm. An unsigned letter of interest may cause the Proposal to be rejected. The letter must contain a statement that the firm acknowledges that all documents submitted pursuant to this RFP process will become a matter of public record. The letter must also contain the following:

- a) The firm's name, address, email, and telephone.
- b) The name, title or position, and telephone number of the individual signing the cover letter.
- c) A statement indicating the signer is authorized to bind the firm contractually.
- d) A statement expressing the firm's understanding of the services to be performed as stated in the RFP.
- e) A statement indicating that all forms, certificates, and compliance requirements included in this RFP are completed and duly submitted in the Proposal response.

2.3 Proposal Questionnaire

- a) Profile of the Firm: The profile of firm should include general background information, such as:
 1. The organization and size of the firm, whether it is local, regional, national, or international in operations.
 2. Indicate how many years the firm has been in business under this name. Has the firm changed its name in the past three years? If yes, please provide former name(s).
 3. The location of the office from which the work is to be done and the number of professional staff, by staff level, employed at that office.
 4. Describe the philosophy of the firm and areas in which firm excels. A description of the range of activities performed.
- b) Experience and Qualifications
 1. Introduction: Describe what is unique about the firm/key personnel as it relates to

this specific scope of work. Provide names and the educational and professional backgrounds of key personnel, including sub-consultants, if applicable. Include outstanding credentials working in higher education master planning, long-range, planning, and public sector accountability; Community college and/or community college district experience.

2. Approach: It will be the responsibility of the selected firm to prepare the final, comprehensive Educational Master Plan documents. The firm will be accountable to and work closely with District senior staff to ensure accurate, timely and sufficient information necessary to complete the overall Educational Master Planning process. In this section, please describe the specific techniques to be employed. Outline the anticipated work plan, schedule, and conduct the planning process, keeping the work on schedule as specified in this RFP. Describe how you will deploy teams to work with the District/College. Be sure to address approaches to engage internal and external stakeholders. The proposal should specifically address how the firm/key personnel would balance the reality of deadlines with an embedded participatory governance and deliberative process expectation. Each firm should be prepared to illustrate examples of relevant data and how they plan to use this data to direct the future growth of the District.
3. Work samples: Include hyperlinks to closely-related work products. Preferably, provide master or long-range educational plans completed in the past five years.

2.4 Rate/Fee Schedule(s)

Provide a total fee to complete the scope of work or hourly fee with total anticipated hours required. Estimates should be provided for all-inclusive expenses, time and work effort required, hourly billing rates, and any estimated reimbursable expenses (e.g., travel, printing and copying expenses) that are not covered by fees.

2.5 References

A minimum of three (3) verifiable references preferably from a California public or private educational institution and/or California public agency. This list may include current and former clients (with reason for cancellation if applicable), with all references being able to fully comment on the Firm's related experience. Preferably, at least two (2) of references listed will include clients who engaged firm's services to prepare a master or long-range educational plan and/or strategic plan.

2.6 Certificates and Affidavits Form

2.7 Optional Materials

- a) Firm may include other materials that they feel may improve the quality of their Proposal submissions and/or are pertinent to this RFP.

- b) Proposers are encouraged to include letters of reference and/or testimonials in their Proposal.

Proposal Cover Sheet Form
This form must be submitted with the Proposal.

Educational Master Plan
RFP #2023-05

RFP Due Date: March 27, 2023, at 3:00 P.M. PST

Sealed Proposals not received by this date and time will not be accepted/considered.

A complete Proposal will be submitted in the following sequence pursuant to **Section 2: Instructions for Proposal Submission** of this RFP and shall include, but not be limited to, the following completed documents:

1. Cover Sheet Form
2. Letter of Interest
3. Proposal Questionnaire
4. Rate/Fee Schedule(s)
5. References
6. Certifications and Affidavits Form
7. Optional Materials

<p>The undersigned officer, having become familiar with the Request for Proposal, the specifications, the contract terms and conditions, the solicitation conditions, and the instructions for completing the Proposal, hereby offers to provide the products and services described in the request for proposal for Educational Master Plan (RFP #2023-05).</p> <p>Firm proposes and agrees to provide the services and related documentation required for the proposal described as, Educational Master Plan (RFP #2023-05), in the amounts proposed in your response. A duly executed copy of the Proposal Cover Sheet Form of this proposal document must accompany your response.</p>	
Firm Name:	
Firm Address:	Phone Number:
Authorized Signature:	Date:
Print Name & Title/Position:	
Number of Addenda received, acknowledged and incorporated into this Proposal:	

Certificates and Affidavits Form
This form must be submitted with the Proposal.

After reading EACH of the following sections, Firm must enter requested information, then compete and sign the signature box at the end of this section certifying awareness and compliance with EACH section.

1. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY. (Applicable to all agreements funded in part or whole with federal funds).

- a) By executing this contractual instrument, Firm agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98).
- b) By executing this contractual instrument, Firm certifies to the best of its knowledge and belief that it and its principals:
 - i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - ii) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Firm's present responsibility;
 - iii) Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2. above, of this certification;
 - iv) Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
 - v) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
 - vi) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

2. NON-DISCRIMINATION CERTIFICATION

Firm, hereby certifies that in performing work or providing services for District, there shall be no discrimination in its hiring or employment practices because of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status, except as provided for in Section 12940 of the California Government Code. Firm shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

3. WORKERS' COMPENSATION INSURANCE STATEMENT

Firm is aware that California Labor Code §3700(a) and (b) provides: "Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

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

4. NON-COLLUSION DECLARATION. (PUBLIC CONTRACT CODE SECTION 7106)

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

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

5. DRUG-FREE WORKPLACE CERTIFICATION

I am aware of the provisions and requirements of California Government Code §8350, et seq, the Drug-Free Workplace Act of 1990.

I am authorized to certify, and do certify, on behalf of Firm that a drug-free workplace will be provided by Firm by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Firm's workplace and specifying actions which will be taken against employees for violation of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - i) The dangers of drug abuse in the workplace;
 - ii) Firm's policy of maintaining a drug-free workplace;
 - iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - iv) The penalties that may be imposed upon employees for drug abuse violations.
- c) Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (a), above, and that as a condition of employment by Firm in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

Firm agrees to fulfill and discharge all of Firm's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace; (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

Firm and I understand that if District determines that Firm has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Firm and I further understand that, should Firm violate the terms of the Drug-Free Workplace Act of 1990, Firm may be subject to debarment in accordance with the provisions of California Government Code §8350, et seq.

Contract and I acknowledge that Firm and I are aware of the provisions of California Government Code §8350, et seq, and hereby certify that Firm and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

6. REQUIREMENTS FOR ACCESSIBILITY FOR PERSONS WITH DISABILITIES.

Firm agrees that it will adhere to the following requirements, which are the same requirements that each California Community College must adhere to when they requested funding under this Grant.

- a) Firm agrees that it complies with the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- b) Firm, upon request, agrees that it shall make any materials produced available in Braille, large print, electronic text, or other appropriate alternate format. Firm shall establish policies and procedures to respond to such requests in a timely manner and is permitted to charge a separate fee for aforementioned services.
- c) All data processing, telecommunications, and/ or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Firm, whether purchased, leased or provided under some other arrangement for use in connection with this RFP, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
- d) Design of computer or web-based instructional materials shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>).
- e) Firm shall respond and shall require its subcontractors to respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.
- f) Firm and its subcontractors shall indemnify, defend, and hold harmless District, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.

7. CERTIFICATION REGARDING LOBBYING - FOR CONTRACTS, GRANT, LOANS AND COOPERATIVE AGREEMENTS.

This Certification is required for Proposals of \$100,000 or more pursuant to 31 U.S.C. 1352

The undersigned certifies, to the best of his/her knowledge and belief, that:

- a) No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative Agreement.
- b) If any funds other than Federal appropriated funds have been paid, or will be paid, to any person officer or employee of Congress, or an employee of a Member of congress in connection with this Federal contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure of Lobbying Activities”, in accordance with this instruction.
- c) The undersigned shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrant and

contracts under grants, loans and cooperative Agreements) and that all subrecipients shall certify and disclose accordingly.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than Eleven Thousand Dollars (\$11,000) and not more than One Hundred Ten Thousand Dollars (\$110,000) for each such failure.

CHECK appropriate box:

_____ No non-Federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

_____ Attached is a Standard Form LLL, “Disclosure of Lobbying Activities”, which describes the use (past or planned) of non-Federal funds for lobbying in connection this is application/award/contract.

_____ Not Applicable – Proposal is not \$100,000 or more.

CERTIFICATIONS AND AFFIDAVITS – By signing below, the undersigned, certifies (1) having read each and every Certifications and Affidavit above, (2) having provided truthful responses and (3) Firm is in compliance with each and every one of the above as required. Further, Firm declares and certifies that the representations made herein are made under penalty of perjury under the laws of the State of California.	
Firm Name:	
Authorized Signature:	Date:
Print Name & Title/Position:	

End of Certificates and Affidavits Form