



**REQUEST FOR PROPOSAL**

**SELECTION OF EXECUTIVE SEARCH FIRM  
Superintendent/President**

**Published: April 5, 2024**

**RFP Due Date: May 3, 2024 at 3:00 P.M. PST**

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

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> or  
by emailing Ellen Clifford at [eclifford@CollegeoftheDesert.edu](mailto:eclifford@CollegeoftheDesert.edu).

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## **Section 1: General Information**

### **1.1. Introduction**

The Desert Community College District (District) invites proposals from qualified firms or contractors to provide executive-level consulting services for a comprehensive recruitment and selection process for the District's Superintendent/President.

This RFP shall not be construed to (1) create an obligation on the part of the District to enter into a contract with any contractors; 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 one of 72 California Community College District founded in 1958 as College of the Desert (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 538 faculty members serving approximately 16,000 students and more than 328 staff and administrators

### **1.3. Scope of Work**

The District requires that the contractor in this project will not lead or direct the search process, but rather, will facilitate and assist the Governing Board and the Search Committee. Responses should address the support provided by the consultant for the following:

1. Assisting the Board of Trustees in establishing a search process to fill the Superintendent/President vacancy. The process should be consistent with the participatory governance environment and the protection of applicant confidentiality.
2. Facilitating the identification of the required and desired set of skills and competencies necessary to meet the needs of the campus.
3. Supporting and assisting throughout all phases of the search and selection process.

4. Developing and advertising position announcement/brochures and other print materials, including distribution of advertising materials to prospective candidates.
5. Conducting outreach and recruitment beyond the scope and standard District practice.
6. Assisting search committee on the coordination of paper screening and interviews
7. Providing guidance and direction to the governing board or search committee during interviews, including assisting with the development of appropriate interview questions.
8. Coordinating the interview process.
9. Facilitating open forums and site visits, as required.
10. Conduct in-depth background and reference checks for finalist.
11. Partnering with Human Resources to provide information to the Board of Trustees with the final selection and negotiations of the selected candidate as directed by the Board.
12. Attending Board Meetings, as required.

Although this is not an exhaustive list, the selected firm should have experience guiding the Board through all aspects of the executive search including compliance with the Brown Act.

**1.4. Term of Contract**

The successful contractor(s) is expected to enter into a six (6) month contract with the District beginning May 20, 2024.

The District may terminate the contract at any time for any reason by giving at least ninety (90) day notice in writing to the contractor.

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>) into any agreement in response to this request. The submission of any other terms and conditions by a contractor may be grounds for rejection of the contractor’s proposal.

**1.5. Timeline/Schedule**

The following is the proposed timeline. The District reserves the right to modify the below schedule of events:

Publication of RFP	April 5, 2024
Last Day to Submit Questions	April 19, 2024
Submission Deadline	May 3, 2024
Interview with Board of Trustees & Award of Contract (Special Board Meeting)	May 17, 2024
Contract Commences	May 20, 2024

**1.6. Selection/Interview Process**

After the submission deadline, the Board will review all proposals and select contractors to participate in an interview process to present and discuss their proposal, and respond to questions. The Office of Human Resources will be contacted in regard to the status of their proposal, including the interview.

The Board, by a majority vote, will select the respondent that it deems has fulfilled the requirement of the RFP and will best serve the needs of the District.

### 1.7. Evaluation Criteria

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

1. **Responsiveness.** Contractor shall demonstrate relevant experience, qualifications and capacity to meet the needs of the District. A "responsive" contractor has the financial resources, personnel, facilities, integrity, and overall capacity to consummate the contract successfully.
2. **Contractor's qualification and experience** (including staffing, supervision, and experience with Educational Institutions).
3. **Contractor's fee proposal.**
4. **References.** Information obtained by the District from the Contractors' provided references and other clients.
5. **Other criteria** as deemed appropriate by the Board of Trustees

### 1.8. Cancellation of Solicitation

The District reserves the right to reject any or all proposals, to accept or to reject anyone or more items on a proposal, or to waive any irregularities or informalities in the Proposal or in the RFP process. The District reserves the right to proceed or not to proceed with this RFP, based solely on the determination of the District to terminate the selection process at any time.

### 1.9. Insurance Requirement

The Contractor awarded the contract shall at all times during the term of the agreement, provide the following insurance:

- a) Commercial general liability with respect to the services provided by, or on behalf of, Contractor. All insurance policies shall state the name of the insurance carrier and name Desert Community College District and its Board of Directors and Desert Community College District and its Board of Trustees as additional insureds. Liability insurance or death, bodily injury and property damage shall be for no less than One Million Dollars (\$1,000,000) per occurrence, and no less than Two Million Dollars (\$2,000,000) general aggregate.
- b) Workers' Compensation Insurance in the amount required by law and Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence;
- c) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).

- d) Professional Liability Insurance with limits not less than \$1,000,000 each claim and \$2,000,000 aggregate with respect to coverage for errors and omissions arising from professional services rendered under this Agreement, and with any deductible not to exceed \$75,000 each claim

Additional insured coverage should be requested to include the District, its officers, directors and employees, volunteers, and any other party, as may be required. Coverage shall be primary and non-contributory.

Waiver of subrogation endorsement shall be requested in the District's favor for general liability, auto liability and workers' compensation.

The Contractor shall furnish certificates of Insurance and applicable endorsements to the District. The required insurance shall be subject to the approval of the District, but any acceptance of insurance certificates by District shall in no way limit or relieve Contractor of the duties and responsibilities stipulated in the contract. If higher limits or other forms of insurance (e.g., professional liability, hazardous materials or pollution liability) are required by the District, the Contractor will comply with such requirements. The District may take such steps as necessary to assure Contractor's compliance with insurance requirements. In the event Contractor fails to maintain minimum insurance coverage as required or provide written evidence of required Certificates and/or endorsements, the District may maintain such coverage and charge the expense to the Contractor and/or terminate this agreement.

The Contractor's inability or unwillingness to meet these requirements as a condition of award must be stated as an exception in the Proposal.

### **1.10. 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 contractors.

### **1.11. Limitations**

The District reserves the right to contract with any contractors 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.

### **1.12. Right to Negotiate and/or Reject Proposal**

Contractors 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 contractors(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. Contractors are encouraged to submit their Proposals, and the District intends to negotiate only with Contractors whose Proposal most closely meets the District's requirements at the best value. The Contract, if any is awarded, will go to the Contractors whose Proposal best meets the District's requirements and provides the greatest overall value to the District.

### **1.13. 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 contractor submitting a response. Each contractor is solely responsible for costs in preparing a response to this RFP and any and all other associated activities.

### **1.14. 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 Contractors as such. Such information may then be protected and treated with confidentiality to the extent permitted by state law.

### **1.15. 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 Ellen Clifford, Director of Auxiliary Services, Contracts and Purchasing at [eclifford@collegeofthedesert.edu](mailto:eclifford@collegeofthedesert.edu) by April 19, 2024. Interested contractors are encouraged to submit their questions as soon as possible in order to give the District an opportunity to reply in a timely manner.

### **1.16. RFP Addenda Acknowledgement**

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

### **1.17. Notice**

Any formal notice shall be deemed to be sufficient when given by the District to the contractors by registered or certified mail addressed to the contractors on the business address shown on the Proposal. Any formal notice given by the contractors to the District shall be

deemed sufficient when sent by registered or certified mail to College of the Desert, Attention: Ellen Clifford, Director, Auxiliary Services, Contracts and Purchasing, 43500 Monterey Avenue, Palm Desert, CA 92260.

### **1.18. Modification to RFP Response**

A contractor 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.

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

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 Ellen Clifford at eclifford@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>.

It is the responding contractor's responsibility for ensuring that they have received any and all addenda. If not, the contractors may be considered non-responsive. Contractors shall acknowledge, in writing, receipt and incorporation of all addenda and clarifications in its response. Specifically, Contractor's acknowledgement of the addenda must be declared in the proposal in the Cover Sheet Form.

All proposals must be sealed and received no later than 3:00 P.M. on May 3, 2024. 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. An electronic email or hard copy is acceptable.

If mailed, proposals must be clearly marked in the lower left-hand corner "Sealed Proposal for Selection of Executive Search Firm (RFP #2024-03)" to the following address:

College of the Desert  
Attn: Ellen Clifford, Auxiliary Services, Contracts and Purchasing  
43500 Monterey Avenue  
Palm Desert, California 92260

If emailed to eclifford@collegeofthedesert.edu, subject line must state "Sealed Proposal for Selection of Executive Search Firm (RFP #2024-03)".

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.

## **Required Proposal Documents**

### **2.1. Cover Sheet Form**

The individual who is authorized to bind the consultant's business contractually, must sign the cover letter, which must accompany the contractor's RFP response.

### **2.2. Submittal Letter**

This submittal letter must indicate the authorized signatory and title or position held in the company. An unsigned letter of interest may cause the Proposal to be rejected. The letter must contain a statement that the consultant 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 contractor's name, address, email, and telephone.
- b) The name, title or position, and telephone number of the individual signing the letter.
- c) A statement indicating the signer is authorized to bind the contractors contractually.
- d) A statement expressing the contractor's understanding of the services to be performed as stated in the RFP and willingness to perform the services as described in the RFP, including:
  - Approach to providing the indicated services including a plan to recruit a diverse pool of applicants
  - Understanding of working with employee and student groups
  - Ability to identify a diverse pool of qualified candidates from those actively pursuing a job change as well as those who currently may not be in the job market.
  - Ability to meet the recruiting timeline of the District by describing the firm's typical process and timeline of hiring an Executive
- e) A statement indicating that all forms, certificates, and compliance requirements included in this RFP are completed and duly submitted in the Proposal response.
- f) Indicate proposal to operate on all locations mentioned in the RFP and overall costs and fees

### **2.3. Company Background**

Provide a brief introduction to your firm, including company history, main areas of expertise (including quality of past work and examples of past projects), office locations, and location of office providing services to Desert Community College District, organization chart, number of staff (including professional skills and credentials of the staff to be assigned to the work), and gross revenue for years 2022-2023.

### **2.4. References**

A minimum of three (3) verifiable references preferably from a California public or private educational institution and/or California public agency shall be listed on the "References" sheet provided in this RFP. This list may include current and former clients (with reason for cancellation if applicable), with all references being able to fully comment on the Contractor's related experience.

## **2.5. Certificates and Affidavits Form**

### **2.6. Optional Materials**

- a) Contractors 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 with testimonials in their Proposal.
- c) Proposal may include team members resumes.

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

**SELECTION OF EXECUTIVE SEARCH FIRM**  
 RFP #2024-03

**RFP Due Date: May 3, 2024 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 of this RFP and shall include, but not be limited to, the following completed documents:

1. Cover Sheet Form
2. Submittal Letter
3. Company Background
4. References
5. Certifications and Affidavits Form
6. Optional Materials – W-9 Form

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 Selection of Executive Search Firm (RFP #2024-03).

Contractors proposes and agrees to provide the services and related documentation required for the proposal described as, Selection of Executive Search Firm (RFP #2024-03), 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.

Contractors Name:

Contractors 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, Contractors must enter requested information, then complete 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, Contractors 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, Contractors 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 Contractors' 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**

Contractors, 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. Contractors 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**

Contractors 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."

Contractors 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, Contractors 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. Contractors has not directly or indirectly induced or solicited any other Contractors to put in a false or sham Proposal. Contractors has not directly or indirectly colluded, conspired, connived, or agreed with any Contractors or anyone else to put in a sham Proposal, or to refrain from Proposing. Contractors has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of Contractors or any other Contractors, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Contractors. All statements contained in the Proposal are true. Contractors 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 Contractors 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 Contractors.

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

Contractors agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alias, 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.

Contractors and I understand that if District determines that Contractors 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. Contractors and I further understand that, should Contractors violate the terms of the Drug-Free Workplace Act of 1990, Contractors may be subject to debarment in accordance with the provisions of California Government Code §8350, et seq.

Contract and I acknowledge that Contractors and I are aware of the provisions of California Government Code §8350, et seq, and hereby certify that Contractors 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.**

Contractors 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) Contractors 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) Contractors, upon request, agrees that it shall make any materials produced available in Braille, large print, electronic text, or other appropriate alternate format. Contractors 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 Contractors, 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) Contractors 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) Contractors 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. HOLD HARMLESS/INDEMNIFICATION.**

By executing and submitting a proposal, Contractors hereby declares the following: The Contractor shall defend, indemnify and hold harmless the Desert Community College District, its Board of Trustees, officers, agents and employees,, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgements, including legal and attorney fees, arising from any and all person or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise for any reason from or during participation of this process.

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

**End of Certificates and Affidavits Form**