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REQUEST FOR PROPOSALS

Forensic Auditing Services

RFP #2023-04

Published: January 11, 2023

RFP Due Date: January 25, 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
Forensic Auditing Services (RFP #2023-04)**

The Desert Community College District (District) seeks proposals from qualified firms to provide forensic auditing services for the District.

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 svang@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 Sai Vang at svang@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 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**.

All proposals must be sealed and received no later than **3:00 P.M. on January 25, 2023**. Late proposals will be rejected. It is the responsibility of the submitting firm to make sure the proposal is delivered to the specified location 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 Forensic Auditing Services (RFP #2023-04)**" to the following address:

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

An electronic copy must be emailed to svang@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 (RFP) contains specifications and related documents covering forensic audit services 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 independent auditing services 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 audit 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.

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 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.

In 2016, the voters in the District overwhelmingly approved a \$577 million Bond Measure CC to enable the College to renovate and expand its 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.

1.3. Scope of Service

The District Board of Trustees passed Resolution #121622-3 (Attachment “A”) to conduct a comprehensive investigative/forensic audit of construction projects and technology (IT) systems expenditures in the last five to eight years. Based upon the issues involved in this matter, the District believes review will required assistance of a qualified forensic auditor to:

- Investigate each and every construction contract granted in the last five to eight years by the DISTRICT with a view to determining whether the price was fair and just to DISTRICT, were there any conflicts of interest were involved in the granting of the contracts and whether any public official benefits personally by virtue of the construction planned or implemented pursuant to such contracts; were any of the projects not listed on the college’s Facilities Master Plan on file with the State Chancellor’s Office.
- Investigate the propriety of the granting of, and cost of all, consulting agreements between DISTRICT and any person, granted during the prior five to eight years.
- Investigate the nature and condition and expense of the DISTRICT IT system with a view to determining its efficiency, vulnerability to attack and whether funds expended on it were expended correctly.
- Report directly to a subcommittee of the District Board. The forensic auditor be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the subcommittee of the District Board.

1.4. Term of Contract

The District anticipates to retain a firm no later than January 27, 2023. The successful firm will enter into a contract with the District for an undetermined period or until the services are no longer needed.

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 any agreement 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	January 11, 2023
Last day to submit questions	January 20, 2023
Proposals Due	No later than 3:00 P.M. PST, January 25, 2023
Committee Review of Proposals	January 26, 2023

Award of Contract	January 27, 2023
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1.6. Evaluation Process

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

- a) The District 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 District 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 District to request additional clarifications. In these interviews, the firm may expand on the information provided.

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, services, and in meeting the requirements of the RFP.
- b) **Qualifications/Experience.** The extent of the firm's previous experience and background in conducting similar forensic auditing services. Such experience will also include assessment of the firm's outcomes for matters handled by the firm. Preference shall be given to firms with prior experience with higher education institutions. This shall include the quality of key personnel to deliver high-quality professional forensic auditing services in a timely manner.
- c) **References.** Information obtained by the District from the Firm's provided references and other clients.
- d) **Cost.** The Firm's proposed fees for services.
- e) **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 Sai Vang, Director of Auxiliary Services, Contracts and Purchasing at svang@collegeofthedesert.edu by **January 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: Sai Vang, Director, Auxiliary Services, Contracts and Purchasing, 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 3: Instructions for Proposal Submission

The Firm's Proposal should fully state its experience and expertise as it relates to **Section 1.3: Scope of Service**. 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

3.1 Cover Sheet Form (page 11)

3.2 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 response. 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.

3.3 Proposal Questionnaire

- a) Profile of the Independent Auditor: The profile of firm should include general background information, such as:
 - The organization and size of the firm, whether it is local, regional, national, or international in operations.
 - 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.
 - A description of the range of activities performed by the local office such as auditing, accounting, tax service, or management services.
- b) A positive statement that the following mandatory criteria are satisfied:
 - An affirmation that the firm is properly licensed for practice as a Certified Public Accountant in California.
 - An affirmation that the firm meets the independence requirements of "Government Auditing Standards" 2018 revision, published by the U.S. General

Accounting Office.

- An affirmation that the firm does not have a Record of Substandard Audit work.
 - An affirmation that the firm meets all specific requirements imposed by state or local law or rules and regulations.
- c) **Qualifications and Experience:** The qualifications and experience of the firm should include the following information:
1. Clearly state the understanding of the scope of work to be performed and in demonstrating the intention and ability to perform the work.
 - a) Submit a work plan to accomplish the scope defined in the RFP. The work plan should include time estimates for each significant segment of the work and the staff level to be assigned. Where possible, individual staff members should be named, and their titles provided. The planned use of specialists should be specified.
 2. Discuss experience in conducting similar forensic audits for public agencies or higher education institutions of similar nature, size, and complexity, and the forensic auditor's commitment to maintaining technical expertise in forensic auditing.
 3. Discuss the number of key and supervisory personnel who will directly participate in the forensic accounting. Provide the technical experience and professional qualifications of the forensic accounting team.

3.4 Cost: Rate/Fee Schedule(s)

- a) The total estimated cost or total forensic audit hours detailed by partner, senior manager, manager, field supervisor and other staff.
- b) Hourly rate detailed by partner, senior manager, manager, field supervisor and other staff.

3.5 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.

3.6 Certificates and Affidavits Form (pages 12-16)

3.7 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.

Forensic Auditing Services
RFP #2023-04

RFP Due Date: January 25, 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 3: Instructions for Proposal Submission** of this RFP and shall include, but not be limited to, the following completed documents:

1. Cover Sheet Form (page 11)
2. Letter of Interest
3. Proposal Questionnaire
4. Cost: Rate/Fee Schedule(s)
5. References
6. Certifications and Affidavits Form (pages 12-16)
7. Optional Materials

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 Forensic Auditing Services (RFP #2023-04).

Firm proposes and agrees to provide the services and related documentation required for the proposal described as, Forensic Auditing Services (RFP #2023-04), 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.

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

Attachment “A”

**DESERT COMMUNITY COLLEGE DISTRICT
RESOLUTION # 121622-3
A RESOLUTION OF THE DESERT COMMUNITY COLLEGE DISTRICT BOARD OF
TRUSTEES TO CONDUCT COMPREHENSIVE FORENSIC AUDITS**

WHEREAS, concern exists with respect to Expenditures of Desert Community College District (DISTRICT) funds with respect to the cost of developing campuses and facilities in Cathedral City, Coachella, Mecca/Thermal, Palm Desert and Palm Springs.

WHEREAS, concern exists with respect to who and what prompted the west valley campus in Palm Springs be paused, project management teams eliminated, immediate removal and termination of planning team members, and new facilities plans redirected when it was at approximately sixty-percent schematic design and the Roadrunner Motors project canceled and then reconsidered;

WHEREAS, concerns have been expressed by constituents that have requested public records that have to date not been provided and the City of Palm Springs has sued the DISTRICT for planning documents and this has cast a shadow of secrecy on the DISTRICT;

WHEREAS, despite the substantial funds expended to modernize DISTRICT Technology (IT) systems it remains vulnerable and inefficient;

WHEREAS, the District did not provide a consent waiver to the Palm Springs attorney allowing him to provide legal advice other than the North Palm Springs property given to the district for the purposes of developing an educational campus;

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Desert Community College District authorizes the follow:

A forensic auditor be retained to report directly to the Board of Trustees through its subcommittee established for the purpose, to investigate each and every construction contract granted in the last five to eight years by the DISTRICT

with a view to determining whether the price was fair and just to DISTRICT, were there any conflicts of interest were involved in the granting of the contracts and whether any public official benefits personally by virtue of the construction planned or implemented pursuant to such contracts; were any of the projects not listed on the college's Facilities Master Plan on file with the State Chancellor's Office; and

BE IT FURTHER RESOLVED that the forensic auditor investigate the propriety of the granting of, and cost of all, consulting agreements between DISTRICT and any person, granted during the prior five to eight years; and

BE IT FURTHER RESOLVED that such forensic auditor investigate the nature and condition and expense of the DISTRICT IT system with a view to determining its efficiency, vulnerability to attack and whether funds expended on it were expended correctly; and

BE IT FURTHER RESOLVED that because it is inappropriate for those who may be audited to engage the auditor, a subcommittee of the Board be created to engage a forensic auditor and receive their report and convey it to the Board. The forensic auditor will report directly to this Board through its subcommittee and not through the office of the President or other departments of the DISTRICT; and

BE IT FURTHER RESOLVED that trustees representing Trustee Area Three (3) and Trustee Area One (1) are appointed to such subcommittee with all the powers provided herein together with such usual and customary powers available to a subcommittee of this Board; and

BE IT FURTHER RESOLVED that all departments and personnel of DISTRICT and any current or prior consultants, contractors, elected officials and employees are instructed to comply completely with the requests for information made by the forensic auditor and any who does not cooperate with the forensic auditor will be subject to discipline or any legal remedies available to the DISTRICT; and

BE IT FURTHER RESOLVED that the forensic auditor be empowered to bring additional areas of inquiry to the attention of the subcommittee which subcommittee is authorized to authorize the auditor to pursue such areas of inquiry provided it is given an estimated cost of such additional inquiry and approves same; and

BE IT FURTHER RESOLVED that a Request for Proposal (RFP) for this purpose shall be completed and approved by the Board sub-committee, posted by the DISTRICT administration, and sent by the DISTRICT administration to potential bidders approved by the Board sub-committee no later than January 9, 2023. The subcommittee will be provided all proposals and an auditor retained no later than January 27, 2023.

PASSED AND ADOPTED this 16th Day of December 2022 by the Governing Board of the Desert Community College District of Riverside County, California by the following vote:

AYES: 5
NOES: 0
ABSTAIN: 0
ABSENT: 0

I, Martha Garcia, Secretary to the Governing Board of the Desert Community College District, State of California, do hereby certify that the foregoing resolution was duly adopted by the said Governing Board at a regular meeting held on December 16, 2022

Martha Garcia, Superintendent/President