REQUEST FOR QUALIFICATIONS/PROPOSALS
RFP 079 ARCHITECTURAL SERVICES ON AN AS-NEEDED BASIS

CITY COLLEGE OF SAN FRANCISCO
RFP 079 DISTRICT-WIDE AS NEEDED ARCHITECTURAL SERVICES

Proposals Due no later than 10:00 AM March 6, 2014 to:

City College of San Francisco Purchasing
33 GOUGH STREET
SAN FRANCISCO, CA. 94103
415 487 2413
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A. SMALL/LOCAL BUSINESS PARTICIPATION

B. SAMPLE STANDARD AGREEMENT
ANNOUNCEMENT

City College of San Francisco, Office of Facilities Management is announcing a Request for Qualifications/Proposal (RFQ/P) for highly qualified firms(s)/individuals, to provide ARCHITECTURAL Services on an as-needed basis over the next two to three years.

Proposed projects range from re-roofing urban mid-height buildings; replacing emergency entrance doors, HVAC controls, boilers and chillers at the Ocean campus; classroom modernization; various projects classified as Public Works; and scheduled maintenance work of all types on existing academic and support structures. This building program may encompass improvements throughout the twelve (12) San Francisco Campuses and Administrative Centers. Funding will be by a combination of resources including Prop 39, various Bonds, Certificates of Participation as well as State scheduled maintenance and hazardous materials matching grants. Visit CCSF.edu/build for additional projects information.

The selection process may include a screening review and evaluation of proposals by staff, consultants, members of the academia and members of the community. Selection of candidates who best meet the requirements of the District, and direct interviews with firms selected from the RFP evaluations are expected to be completed by end of March 2014.

Extensive experience with the Division of State Architect (DSA), the Uniform Building Code (UBC), and Title 24 of the California Code of Regulations is mandatory. Please include information and references that relate to your understanding and experience in working with DSA and indicate your understanding of DSA plan check timelines and the conditional or deferred approval process.

Firms responding to this RFO must be clear in their response as to the type and dollar size of projects to which they are stating qualifications or otherwise offering services to the District. The offer of services must specify the respondent’s resource commitment and management approach to assuring continuity of services for the projects until those projects are closed out.

Interested parties are NOT to make personal contact with members of the Governing Board and District Administration with the exception of the individual listed below:

Mr. Willie Richmond, District Representative
City College of San Francisco Facilities Management
50 Phelan Avenue, B-606
San Francisco, California 94112 1821
Telephone (415) 452-5562 wrichmond@ccsf.edu
**SCOPE OF SERVICES**

The Architect(s) will work under the coordination of the District’s Representative. The selected architect(s) shall provide all needed vehicles, equipment etc. to carry out design services. Design services shall include investigation/evaluation of existing conditions to provide recommendations to remedy identified problems as well as construction documents, assistance with the bid process (although the district will oversee this process), construction administration and coordination of inspection of materials and installation. Design Services are to provide assurance that the Project is built according to the approved construction documents so that the Division of the State Architect can certify it as a completed school facility.

Duties shall include, but not be limited to the following:

1. The architect(s) shall study, produce, and fully comprehend construction drawings in order to provide competent description of the work. It is necessary for the architect(s) to possess a thorough understanding of the requirements of the plans and specifications prior to performance of the work. Readily identify non-compliant work as the construction progresses, to facilitate prompt corrective action, in cooperation with the District’s Representative.

2. The architect(s) shall produce and maintain approved plans, specifications and addenda, as well as any test and inspection lists required; approved addenda, deferred approval documents, approved change order proposals and approved change orders, a copy of shop drawings, samples and all approved submittals and any other documents or directives. The architect shall maintain all communication records in an organized and readily accessible manner.

3. Submittal of a Final Verified Report (DSA Form SSS-6) shall be made by the Architect, which indicates that all work is in compliance with the construction documents. Additionally, the architect in cooperation with Facilities Planning staff, shall inform the Dept. of Industrial Relations (DIR) of Project Acceptance/Completion within 5 business days.

4. The architect(s) are required to attend periodic construction and other meetings scheduled by the District’s Representative that require the Architect’s input.

5. The inspector(s) are required to meet all approvals for the project(s) as called out by the Division of the State Architect.
It is the policy of City College of San Francisco (District) to ensure full and equal business opportunity for Small / Local Business Enterprises (SLBEs) wishing to do business with the District. Please refer to Appendix A: San Francisco Community College District Small Local Business Enterprise (SLBE) Program. The policy in its entirety can be viewed on the Facilities, Planning & Construction website: http://www.ccsf.edu/build (select the SLBE option). The District has made the following findings concerning SLBE firms.

- SLBE firms that seek to enter into contracts with the District are at a competitive disadvantage with businesses from other areas because of the higher administrative costs of doing business in San Francisco (e.g., higher taxes, higher rents, higher wages and benefits for labor, higher insurance rates, etc.).

- The public interest is served by encouraging businesses to locate and remain in the District’s market area, the City and County of San Francisco, through the provision of evaluation credits for construction related professional services in the awarding of District contracts to small local businesses.

- Policies and programs that enhance the opportunities and entrepreneurial skills of small local businesses will best serve the public interest because the growth and development of such businesses will have a significant positive impact on the economic health of the District’s market area.

To ensure continued equal opportunity and non-discrimination in its contracting, the District maintains records of minority and women owned business participation on its contracts. The District desires that prime contractors and consultants voluntarily provide equal opportunity for minority and women owned firms to participate as sub-contractors and sub-consultants when offering their services to the District. Firms doing business with the District are required to submit a statement as to their own equal opportunity employment practices and non-discrimination policies before a contract can be executed.

Failure to comply with SLBE requirements disqualifies firms from participating in the selection process. These requirements include meeting the sub-consulting goal or providing a good faith effort report and submission of all required SLBE proposal submittal forms. The required submittal forms are listed in Section 1.02 of the “SLBE Rules, Regulations and Forms for Construction-Related Professional Services” RFQ.
SLBE CERTIFICATION

Small Local Business Enterprises must be certified prior to the time proposals are due in order to receive credit toward the achievement of SLBE goals and eligibility for evaluation credits. The source used by the District to identify firms is the San Francisco Human Rights Commission’s (HRC) certification list. Firms that are certified by the HRC as Minority Business Enterprise (MBE), Woman-owned Business Enterprise (WBE) or Local Business Enterprise (LBE) are accepted as SLBE. Firms that are only registered with the HRC are not accepted as SLBE certified. That list can be found at www.ci.sf.ca.us/sfhumanrights/directory.htm on the Internet. The HRC Certification Unit can be reached at (415) 252-2537. Certification workshops are held by the HRC throughout the year.

The HRC certification requires geographical location in San Francisco and a demonstration of the economic disadvantage experienced by local businesses in San Francisco. The College District does not certify firms. It is for these reasons that the District requires HRC certification.

SUB-CONSULTING GOAL

The goal for this project has been established at not less than 50% of the total contract value of work to be performed throughout the life of the contract pursuant to the District’s SLBE policy.

The firm responding to this solicitation is responsible for making sure that the team is composed in a manner to facilitate meeting the sub-consulting goal. Prime consultants should maximize the use of available resources and methods to solicit SLBE sub-consultant participation. The prime consultant will be given credit toward meeting the SLBE sub-consultant goal only when SLBE firms are awarded subcontracts for a commercially useful function, in accordance with industry practice. A copy of the SLBE firm’s certification letter from the HRC must be included in the proposal submittals. A list of firms who have expressed an interest in participating as sub-consultants will be posted to the District’s Facility Planning & Construction website at: www.ccsf.edu/build.

Prime consultants who do not meet the goal for SLBE participation must demonstrate in their proposal documents that they have used good faith efforts to utilize SLBE sub-consultants. Upon submittal of a proposal, prime consultants who have not met the goal must submit a Good Faith Effort Report. The Good Faith Effort Report will be reviewed by the District’s Contract Compliance Officer to determine eligibility for further participation in the Consultant team selection
process. Specific forms and requirements for completing the Good Faith Effort Report are included in the SLBE Program Rules, Regulations and Forms.

**PRIME CONSULTANT INCENTIVES**

Evaluation credits are incentives that are incorporated into the consultant team selection process to enhance the feasibility of SLBE firms successfully competing for larger contracts, as prime contractors. **Firms that do not meet the sub-consulting goal requirements and do not submit all of the required forms are not eligible for evaluation credits.** SLBE prime consultants will automatically receive a **10% evaluation credit** if the SLBE sub-consulting goal or good faith effort requirement is met. Non-SLBE prime consultants will automatically receive a **5% evaluation credit** if the SLBE sub-consulting goal is met or exceeded.

**JOINT VENTURE (JV) INCENTIVES**

Prime consultant participation as a Joint Venture (JV) with SLBE firms is encouraged. Evaluation credits will be allowed for these JVs if the SLBE sub-consulting goal or good faith effort requirement is met. As such, if both partners in a JV are SLBE firms, then the evaluation credit allowed will be **10% of potential points.** If the JV includes SLBE participation with SLBE ownership and control greater than 51%, then the evaluation credit allowed is **8% of potential points.** If the JV includes SLBE participation with SLBE ownership and control greater than 33%, but less than 51%, then the evaluation credit allowed is **7% of potential points.**

Prime consultants are only eligible for one evaluation credit option.

**FOR FURTHER INFORMATION**

For additional information about SLBE in this RFQ, please refer to Appendix A: San Francisco Community College District Small Local Business Enterprise (SLBE) Program, Rules, Regulations, Requirements, and Forms.
CITY COLLEGE RIGHTS AND OPTIONS

The District reserves the right to postpone selection for its own convenience, to withdraw this Request for Proposal at any time, award part or all of the work described herein, modify parts of the RFP through issuance of addenda and to reject any and all submittals without indicating any reason for such rejection. City College accepts no financial responsibility for any costs incurred by a Consultant in responding to this Request for Proposals. Submitted proposals become the property of City College. Any information considered proprietary under the Public Records Act should be identified as a part of the proposal package. Additional material submitted will not be returned unless requested to be returned at the time of submittal.

As a function of the negotiation process, the City College reserves the right to remedy technical errors in response to the RFP and to modify the published scope of services and to approve or disapprove the list of sub-consultants. Should City College determine that specific expertise is lacking in the project team, City College will reserve the right to request specific consultants with specific expertise to be added to the team. Any interpretation of, or change in, this Request for Proposal will be made by addendum, and shall become part of the RFP and any contract awarded. City College will not be responsible for any other explanation or interpretation.

By submitting a proposal for consideration, the consultant agrees that the proposed services and prices are valid for 120 calendar days from the proposal due date, and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

Failure of the District to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any agreement awarded pursuant to the RFP.

No waiver by the District of any provision of this RFP shall be implied from any failure by the District to recognize or take action on account of any failure by a Proposer to observe any provision of this RFP.
SUBMISSION REQUIREMENTS

The Statement of Qualifications should be concise, well organized and clearly demonstrate the respondent’s qualifications. The response may be no longer than 20 pages on 8-1/2” x 11” paper, single spaced, double-sided, inclusive of resumes and exclusive of SLBE Program forms, insurance certificates and fee schedule including staff rates, minimum site visit time and reimbursable charges.

All respondents are required to follow the format specified below. The content of the submittal should be clear, concise and complete. Each section of the submittal shall be labeled according to the sections shown below to aid in expedient review.

Four (4) copies of the submittal shall be delivered no later than 10:00 AM March 6, 2014 to:

City College of San Francisco
Purchasing Dept.
33 Gough Street
San Francisco, CA 94103-1214

The selection process may include a screening review and evaluation of proposals by staff, consultants, members of the academia and members of the community. Selection of candidates who best meet the requirements of the District, and direct interviews with firms selected from the RFP evaluations are expected to be completed by end of March 2014.

Extensive experience with the Division of State Architect (DSA), the Uniform Building Code (UBC), and Title 24 of the California Code of Regulations is mandatory. Please include information and references that relate to your understanding and experience in working with DSA and indicate your understanding of DSA plan check timelines and the conditional or deferred approval process.

Instructions for Submitting Request for Proposal Number 079

A. General

1. **Cover Letter** - A maximum one-page, titled Letter of Introduction must be submitted including the legal name of the respondent, address, telephone and fax numbers, email address, and the name, title, and signature of the person(s) authorized to submit the proposal on behalf of the firm.

2. **Table of Contents** - A Table of Contents of the material contained in the proposal should follow the Cover Letter.

3. **Executive Summary** - The Executive Summary should contain an
outline of your general architectural and business approach along with a brief summary of your qualifications to engage in a professional relationship with the City College of San Francisco.

4. **Narrative** - Provide a **Comprehensive Narrative** of the architectural, planning, and engineering services offered by your firm. The narrative may include the following:

   a. **Experience** - Describe your experience with public and private educational projects. Include the scope of projects, description, and construction costs. Provide contact names and phone numbers. Describe your experience with the Division of State Architect (DSA), the Office of Public School Construction (OPSC), and the office of the State Fire Marshal.

   b. **Personnel** - Include resumes/vitas of personnel who would likely be assigned to projects associated with the City College of San Francisco. **Specifically define the role of each person and outline his or her individual experience.** Indicate who would serve as the primary contact for the District. If the firm would utilize resources from more than one office, indicate office locations and how work would be coordinated.

   c. **Professional Fees** - Provide a fee schedule for the types of service that you offer including: a) new construction; b) remodel; c) modernization; d) change orders; and, e) master planning. **Be thorough and specific, as this will form the basis of any contract for services that may be presented by the District.**

   d. **Change Order Data** – Provide Change Order data from your five (5) most recent public works projects. Include original estimates of project costs and a brief explanation of the change orders.

   e. **Additional Data** - Provide additional information about the firm as it may relate to this RFP. Include letters of reference or testimonials. Indicate ongoing commitment to professional education of staff, and total number of permanent employees.

   f. **Certification** - Complete, sign, and date the **CERTIFICATION - REQUEST FOR PROPOSAL #079**, enclosed with this RFP.

5. **References** - Provide a minimum of three references, including an Owner’s Representative, and an Architect or Structural Engineer.

6. **SLBE** - Provide documentation for determining evaluation credit, if any.

RFP’s should be complete and be prepared to provide an insightful, straightforward, and concise overview of the capabilities of your company. **Any proposal received after the deadline of 10:00 AM on March 6, 2014 will not be considered or reviewed.**

The emphasis of your proposal should be on completeness and clarity of content. RFP’s may be rejected if not prepared in the format described, or if submitted without all required information and signatures. Additional facts and information may be included if it will help to highlight your firm’s qualifications and experience.
All materials submitted in response to this Request for Proposals shall become the property of the City College of San Francisco and shall be considered a part of Public Record.

The District reserves the right to reject any or all Requests for Proposal.

**SELECTION PROCESS**

Conformance to the specified RFQ Submission format ......................(10 points)

Strict conformance to Certification Criteria and Previous DSA Construction Projects Experience ..............................(30 points)

Specialized experience and technical competence of the firm/individual considering the type of service required, record of performance, and experience of proposed personnel.................(40 points)

Experience in the San Francisco construction environment
.............................................................................................................(10 points)

Maximum SLBE evaluation credit..........................................................(10 points)
(see incentives noted in announcement)
1. The District reserves the right to postpone selection for its own convenience, to withdraw or change this Request for Qualifications at any time, and to reject any and all submittals without indicating any reason for such rejection. Withdrawals or changes will be posted to the designated website for this solicitation: www.ccsf.edu/build, as well as other agencies advertising this procurement. The District accepts no financial responsibility for any costs incurred by a Consultant in responding to this Request for Qualifications. Submitted proposals become the property of the District. Additional material submitted will not be returned.

2. As a function of the negotiation process, the District reserves the right to remedy technical errors in response to the RFQ and to modify the published scope of services. Any interpretation of, or change in, this Request for Qualifications will be made by addendum, and shall become part of the RFQ and any contract awarded. The District will not be responsible for any other explanation or interpretation.

3. Consultant(s) will maintain in force, during the full term of the contract, insurance is in the following amounts and coverage:

   A. Worker's Compensation, with Employer's Liability limits not less than $100,000 each accident.

   B. Comprehensive General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage.

   C. Comprehensive Automobile Liability Insurance with not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage.

   D. Professional Liability insurance with limits not less than $1,000,000 each occurrence, $2,000,000 aggregate with respect to negligent acts and errors and omissions, arising from performance of services under this Agreement for a single prime consultant. In the event the Consultant is a joint venture/association, each joint venture/association shall furnish professional liability insurance in an amount not less than $1,000,000 each occurrence, $2,000,000 aggregate with total coverage for the joint venture/association of not less than $1,000,000 each occurrence, $2,000,000 aggregate. Each joint venture/association’s insurance policy shall be endorsed to provide that
the work of the member performed under the joint venture/association is covered under said policy. Any Deductible shall not exceed $25,000.

Comprehensive General Liability and Comprehensive Automobile Liability Insurance policies shall be endorsed to provide the following:

A. Name as Additional Insured: San Francisco Community College District, its Officers, Agents, and Employees.

B. That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of the contract, and that insurance applies separately to each insured against who claim is made or suit is brought.

4. Business Tax Registration Certificate: Before any contract can be certified, the Prime Consultant and Sub-Consultants must provide the District with a copy of a current Business Tax Registration Certificate pursuant to Ordinance 345-88. Consultants can register for a current certificate with the Business Tax Division of the Tax Collector of the City and County of San Francisco. The telephone number of the Business Tax Division is (415) 554-4426.

Any agreement or contract between CCSF and Contractor shall be construed in accordance with and governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of said agreement or contract shall be in San Francisco, California.

Debriefings are available by request through the Purchasing Office for unsuccessful respondents as per Board Resolution No. 050526-S2.

City College is legally precluded from engaging in campaign activities. No contribution to a ballot measure or Board election is requested or required, and any contribution to a campaign, if known, will not be considered in awarding the contract or the City College’s continued or future relationship with the vendor. Should your firm be contacted about such activities, please notify Purchasing at 415 487 2413.
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PART 1. GENERAL

1.1 GENERAL INFORMATION

A. To be eligible for a professional services contract award, each consultant must agree to comply with the requirements of the SLBE Program authorized by the San Francisco Community College District, (SFCCD) Board of Trustees, Resolution No. 010426-P1, where applicable. The consultant is responsible for, and must comply with, all the details contained in the Resolution and Program Policies, as implemented through these Rules, Regulations and Requirements.

B. The SLBE Program are hereby incorporated by reference as fully set forth herein, and provide that the failure of any consultant or subconsultant to comply in good faith with these requirements shall be deemed a material breach of contract.

C. Copies of SFCCD SLBE Program Policies as adopted by the Board of Trustees are available upon request at the following locations:

- Office of Facilities, Planning and Construction, 50 Phelan Avenue, B601, San Francisco, CA 94112; telephone no. (415) 239-3047

Please direct questions regarding Rules, Regulations, and Requirements and the accompanying forms for construction-related professional services contracts to the District Contract Compliance Office.

D. The SLBE subconsultant goal for this project is _______________ and will be discussed at the pre-submittal conference.

E. SFHRC certified SLBE prime consultants will receive a 10% evaluation credit.

F. Finding Local and Small Local Consultants

The following agency maintains a list of certified small local business enterprises.
1.2 FORMS REQUIRED TO BE SUBMITTED

Forms that the prime consultant must submit with the response to the RFQ:

1. Form 1: SLBE EVALUATION CREDIT APPLICATION
2. Form 2: IDENTIFICATION LISTING OF PRIME AND SUBCONSULTANTS
3. Form 3: JOINT VENTURE PARTICIPATION SCHEDULE FOR SLBE.
4. Form 4: CONSULTANT’S GOOD FAITH EFFORT REPORT
   (Only required if the SLBE subconsulting goal is not met.)
5. Form 5: COMPLIANCE AFFIDAVIT

Additional forms required to be submitted during the course of the contract:

6. Form 6: MONTHLY PROGRESS REPORT
7. Form 7: EXIT REPORT AND AFFIDAVIT
8. Form 8: SUBCONSULTANT’S PAYMENT AFFIDAVIT
9. Form 9: PRIME AND SUBCONSULTANT’S WORKFORCE FORM

1.3 INSTRUCTIONS FOR FORMS REQUIRED TO BE SUBMITTED

Form 1. SLBE Evaluation Credit Application

Prime consultants submitting a response to the RFQ who wish to benefit from the SLBE evaluation credits must submit this form. If this form is not completed and returned with the RFQ, the consultant submitting the response to RFQ shall not receive any evaluation credits.

Form 2. Identification Listing of Prime and Subconsultants:
Prime consultants must complete this form detailing how he/she will comply with the District’s requirements for SLBE subconsulting goals. The prime consultant must meet the SLBE subconsultant goals called for in the RFQ or meet the Good Faith Effort requirements; otherwise his/her statement of qualifications will be deemed non-responsive. The prime consultant must divide and identify the contract services into economically feasible units to facilitate SLBE participation in the contract.

The SLBE subconsultant goals must be met by subconsultant participation; the prime consultant cannot meet them.
The prime consultant may meet the District’s requirements by a good faith effort or SLBE subconsultant participation. The District will determine whether the consultant is in compliance with the SLBE requirements.

Form 3: Joint Venture Participation Schedule for SLBE

This form must be submitted, for joint ventures claiming SLBE participation. This form must be returned with the response to the RFQ. If this form is not returned with the response to the RFQ, the District will not give evaluation credit for SLBE joint venture participation.

Form 4: Prime Consultant Good Faith Effort Report

If the required SLBE subconsultant participation goals are not met, this form must be completed and submitted along with compelling documentation detailing the good faith efforts made, or the statement of qualifications will be deemed non-responsive and rejected. The consultant’s Good Faith Effort Report (Form 4) is evidence of taking the minimal steps to show his/her effort to meet the SLBE goal.

Responses to RFQ not meeting the following requirements shall be deemed non-responsive. In addition, any Statement of qualifications or proposal that fails to meet the specified SLBE participation goal will be considered non-responsive unless compelling documentation is submitted with Form 4 demonstrating why the goal cannot be met.

The prime consultant shall demonstrate in their response to RFQ that they have used good faith efforts to utilize HRC certified subconsultants. They must identify the particular SLBEs subconsultants to be used in performing the contract, specifying for each the minimum percentage value of the participation, the type of work to be performed and such information as may reasonably be required to determine the responsiveness of the response to RFQ.

The prime consultant shall complete Form 4 if compliance with the District’s subconsultant participation requirements is met through a good faith effort. The prime consultant must comply with all the requirements of the Good Faith Effort Worksheet and District policy.

The prime consultant is responsible for contacting SFHRC certified subconsultants.

The prime consultant must divide and identify the contract services into economically feasible units to facilitate SLBE participation in the contract.

The prime consultant must document that he/she has contacted SLBE subconsultants, not less than ten (10) calendar days prior to the submission of statement of qualifications.

The prime consultant must provide documentation of follow-up to the subconsultants of their desire to submit statement of qualifications. The prime consultant must comply and
provide documentation of compliance with the advertising requirements needed to meet the good faith effort.

"Good faith efforts", when required of a prime consultant or construction-related professional services provider, shall mean the steps undertaken to comply with the goals and requirements imposed by SFCCD, and shall include the following:

1. Contacting the District to identify SLBEs. This includes attending pre-proposal meetings to receive instruction on the District’s SLBE program.

2. Contacting the SFHRC to identify SLBEs.

3. Publishing advertisements in at least two trade papers, or papers focusing on SLBEs, two weeks prior to qualification/proposal submittal, unless the District waives the requirement because time limits imposed by the District do not permit that advertising.

4. Submitting request for qualifications/proposals to potential SLBEs. This level of effort must be sufficient to ensure that willing SLBEs, that perform services within the scope of the project, respond to the request. A sufficient effort includes:
   a. Identifying units of work that SLBEs have the capacity to perform;
   b. Contacting at least 50% of the list of identified SFHRC certified firms for a given profession or specialty;
   c. Having follow-up contact with a majority of the SLBE firms solicited.

5. Considering available SLBEs by contacting those willing and able to perform services within the scope of the project by:
   a. Directly negotiating with SLBE firms;
   b. Providing the scope of work and other documentation necessary in a timely manner for SLBEs to prepare a statement of qualifications.

Prime consultants should offer smaller portions of work or other assistance that could reasonably be expected to produce a level of SLBE participation sufficient to meet the goals. Prime consultants should utilize all available resources and methods to solicit SLBE subconsultant participation. This will help ensure that subconsulting goals are met in the most cost-effective and timely manner possible.

Form 5 Compliance Affidavit:

The affidavit must be completed and submitted with the response to RFQ; otherwise the response may be determined non-responsive and rejected.
Forms 6, 7, and 8 are for progress payment reporting by the prime consultant during the life of the project. These forms are provided herein, and the necessary instructions are contained on each form.

### 1.4 PRIME CONSULTANT’S CONTRACT REQUIREMENTS

Whenever contract supplements, amendments, or modifications that require Board approval are necessary, the consultant shall be required to comply with those participation goals that are applied to the original contract with respect to the supplement, amendment, or modification.

The prime consultant must include in any subcontract with a SLBE subconsultant, a provision that provides a remedy for the prime consultant’s noncompliance with the commitment to utilize SLBE subconsultants. This contractual provision shall include an agreement by the prime consultant to compensate any SLBE subconsultant if the prime consultant does not fulfill its commitment to utilize the SLBE subconsultant. This contractual provision shall also state that it is enforceable in a court of competent jurisdiction.

Suggested language for the agreement between the prime consultant and the subconsultant is as follows:

"Prime consultant shall fulfill its commitment to utilize and compensate the SLBE subconsultant to the full extent agreed to by prime consultant. In the event SLBE subconsultant is not so utilized, prime consultant shall nonetheless compensate the subconsultant. This provision shall be enforceable in a court of competent jurisdiction."

### 1.5 SLBE QUALIFICATION REQUIREMENTS

The District will only accept firms certified with SFHRC. Upon proof of certification, firms are eligible for participation in the District’s SLBE Program as follows:

A. If the selected sub-consultants are already listed in the HRC directory of certified firms, the District’s Contract Compliance Office will proceed in evaluation of the qualification or proposal for award of contract;

B. District will not accept applications for SFHRC certification.

### 1.6 SUBSTITUTION, REMOVAL, OR CONTRACT MODIFICATION OF SLBE

No substitution can be made of a listed sub-consultant without the prior written approval of the District. The sub-consultant will be notified in writing of a substitution. In the event a SLBE sub-consultant is to be replaced, the consultant shall be required to make good faith
efforts to replace the original SLBE firm with another SLBE firm. The procedures for reviewing the consultant’s good faith efforts will be as set out above.

During the term of the contract, any willful failure to comply with the participation goals agreed upon by the consultant in the response to RFQ shall be deemed a material breach of contract.

1.7 WORKFORCE COMPLIANCE

Prior to being awarded a contract, each firm must submit to the District the following Equal Employment Opportunity Statement on the firm’s letterhead:

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“_____________________, agrees that it shall not discriminate against any employee in the workplace or against any applicant for such employment because of race, religion, sex, color, or national origin, handicap, age, gender identification, or sexual orientation.”
```

In addition, each firm must submit to the District FORM 9 as included herein. These workforce requirements shall be incorporated into the contract.

1.8 NONCOMPLIANCE AND SANCTIONS

A. Noncompliance with Board Resolution No. 010426-P1

A complaint of discrimination or noncompliance concerning SLBE participation initiated by any party after contract award will be processed in accordance with Board Resolution 010426-P1 and the following Rules and Regulations.

a. If the District's Contract Compliance Office determines there is cause to believe that a consultant has failed to comply with any of these requirements, the District's Contract Compliance Office shall attempt to resolve the noncompliance through conciliation.

b. If the noncompliance cannot be resolved, the District's Contract Compliance Office shall submit to the consultant a written Finding of Noncompliance. The consultant shall be given ten (10) calendar days to appeal the Finding of noncompliance, or otherwise it will be final.

B. Willful or Bad Faith Noncompliance

The Contract Compliance Office may require such reports, information, and documentation from consultants as are reasonably necessary to determine compliance with the requirements of Board Resolution No. 010426-P1, Program, and Rules and Regulations.
If the District's Contract Compliance Office determines that there is cause to believe that any construction-related professional service provider, consultant or sub-consultant has failed to comply in good faith with any of these requirements of Board Resolution No. 010426-P1, or contract provisions pertaining to SLBE utilization, the District's Contract Compliance Office is empowered to conduct an investigation. After affording the consultant notice and an opportunity to be heard, the District's Contract Compliance Office may impose sanctions for each violation.

Such sanctions shall include but are not limited to the following actions:

1. Declaring the consultant to be non-responsive and ineligible to receive the award.

2. Declaring the consultant an irresponsible proposer and disqualifying the consultant from eligibility for providing goods or services to the District for a period of five (5) years. The consultant will have a right to review and reconsideration by the District after two (2) years upon a showing of corrective action, indicating that violations are not likely to recur.

3. Declaring that the consultant has willfully failed to comply with the provisions of Board Resolution No. 010426-P1 and imposing as liquidated damages whichever is the greatest:
   a) An amount equal to the consultant's net profit.
   b) Ten percent (10%) to the total amount of the contract.
   c) One thousand dollars ($1,000).

C. Appeal of Willful or Bad Faith Noncompliance Finding

1. Within ten (10) calendar days of the finding, the consultant or sub-consultant may appeal the District's decision to sustain, reverse or modify the Contract Compliance Office’s findings and sanctions imposed or take other action such as will effectuate the purpose of this program.

2. An appeal by an aggrieved business under this subsection shall not stay the Contract Compliance Office’s finding.

3. The District's Contract Compliance Office shall send a written notice to the Office of Facilities Planning and Construction to advise the District's Controller that a determination of bad faith non-compliance has been made, and that payments due the consultant shall be withheld in accordance Section 1.07 of this document.

1.9 RFQ/RFP PROTEST PROCEDURES

Any consultant or sub-consultant who has submitted a response to a RFQ or RFP for a particular project and who has knowledge of or suspects a violation by, another prime
consultant or sub-consultant and feels that such statement of qualifications should be rendered non-responsive because of violations of District’s SLBE policy, may file a formal protest by identifying in writing the violation, particular project, and the date statement of qualifications was received.

The protest must be received by the Contract Compliance Office within ten (10) calendar days after the response to the RFQ due date. All notice of protests must be sent to the following address: San Francisco Community College, Contract Compliance Office, 33 Gough Street, San Francisco, CA 94103.
1.10 FREQUENTLY ASKED QUESTIONS

A. **What are the sub-consultant goals for this project?**

   The sub-consultant goal for this project is included in the RFQ announcement and the general information section of this appendix.

B. **If I am a SLBE prime consultant, can I count myself toward the SLBE sub-consulting goals?**

   No, a prime consultant cannot be counted toward a sub-consulting goal.

C. **Do I have to meet the SLBE goals if I do not plan to use any sub-consultants?**

   If there is a sub-consultant goal indicated for this project, the prime consultant must meet the sub-consultant goal. Therefore, the prime contractor will have to divide the work into economically feasible units to make SLBE sub-consultant opportunities available.

D. **What is considered proof of certification?**

   Certification documents include the letter or certificate from the SFHRC stating the expiration date, and the type of goods or services the firm is certified to provide. Proof of certification for each SLBE used to meet the goals must be attached to Form 2.

E. **Where can I find qualified SLBEs?**

   The San Francisco Human Rights Commission makes their listings of certified companies available on the Internet at http://www.ci.sf.ca.us/sfhumanrights/.

F. **Who do I contact to get more information?**

   For more information, contact the District’s Contract Compliance Office at (415)241-2284.

G. **If I do not meet the SLBE goal, what should I do?**

   Complete and submit Form 4, describing your good faith efforts. If you are using a good faith effort to meet the sub-consulting goals, you must complete Form 4 to be considered responsive.

H. **If the consultant is a certified local business, must Forms 2, 3 and 4 be submitted with the statement of qualifications?**

   All consultants must submit the required Form 2. This form must be included with the statement of qualifications in order for it to be considered responsive.
PART 2. FORMS

FORM 1  SLBE EVALUATION CREDIT APPLICATION

This form is to be completed and returned with your statement of qualifications. If you fail to do so, you will be denied the evaluation credits on this contract. The District’s Contract Compliance Officer will make the determination.

Evaluation credits are for District-funded construction professional services projects:

1. Are you certified with the San Francisco Human Rights Commission?
   Yes △ No

   Pending: Application Submittal Date _______________________

2. Project name: _____________________________________________

3. Statement of qualifications date:
   _______________________________________________________

4. Prime consultant:

   Name: ___________________________________________________

   Address: _________________________________________________

   City: ____________ State: ___ Zip: ______ County: ____________

   By: _____________________________________________________

   Signature of authorized person

   ___________________________ Please type or print name

   _______________________________________________________

   PLEASE CHECK THE APPROPRIATE BOXES (for tracking purposes)

<table>
<thead>
<tr>
<th>Chinese American</th>
<th>African American</th>
<th>Native American</th>
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<tbody>
<tr>
<td>Filipino American</td>
<td>Hispanic American</td>
<td>Japanese American</td>
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<tr>
<td>Caucasian</td>
<td>East Indian American</td>
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</tr>
<tr>
<td>SLBE= Local Business Enterprise</td>
<td>Male</td>
<td>Female</td>
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</tbody>
</table>
Note: Joint venture evaluation credits will not be granted unless this portion is completed. Allocated contract percentage (%) must be filled in.

<table>
<thead>
<tr>
<th>Partner No. 1</th>
<th>Partner No. 2</th>
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<tbody>
<tr>
<td>Name</td>
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<td>Address</td>
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<td>Telephone</td>
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<tr>
<td>Allocated contract percentage</td>
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<tr>
<th>Partner No. 3</th>
<th>Partner No. 4</th>
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<tbody>
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<td>Name</td>
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<td>Telephone</td>
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<tr>
<td>Allocated contract percentage</td>
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</table>

Signature: ________________________________________________

Date: ________________________________________________

Joint venture: ________________________________________________

Date: ________________________________________________

Partner (If Applicable): ________________________________________________
FORM 2  IDENTIFICATION LISTING OF PRIME AND SUB-CONSULTANTS

In accordance with the request for qualifications, each consultant shall complete and submit identification information listed below with his/her statement of qualifications:

<table>
<thead>
<tr>
<th>NAME OF PRIME CONSULTANT</th>
<th>ADDRESS OF BUSINESS AND TELEPHONE</th>
<th>*ETHNICITY OF OWNER</th>
<th>*GENDER OF OWNER</th>
<th>CERTIFICATION AS SLBE (YES OR NO)</th>
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</table>

Each consultant must complete this form and submit with the statement of qualifications. All other information required on the form should be filled out. List all the SLBE and non-SLBE sub-consultants, if any. Attach proof of certification for each of the SLBE sub-consultant. If there are no sub-consultants state “NONE”.

<table>
<thead>
<tr>
<th>NAME, ADDRESS AND TELEPHONE NUMBER OF SUB-CONSULTANT</th>
<th>TYPE OF SERVICE</th>
<th>MINIMUM PERCENT OF CONTRACT</th>
<th>*ETHNICITY OF OWNER</th>
<th>*GENDER OF OWNER</th>
<th>CERTIFICATION AS SLBE (YES OR NO)</th>
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Ethnicity Code

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<th>Description</th>
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<td>Caucasian</td>
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<td>EI</td>
<td>East Indian American</td>
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</table>

Gender Codes

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<thead>
<tr>
<th>Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>M</td>
<td>Male</td>
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<tr>
<td>F</td>
<td>Female</td>
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</tbody>
</table>

*Certification Codes for tracking purposes

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>SLBE</td>
<td>Local Business Enterprise</td>
</tr>
</tbody>
</table>
FORM 3 - JOINT VENTURE (JV) PARTICIPATION SCHEDULE FOR SLBE

The consultant must submit this form if it is a joint venture claiming an SLBE ratings preference based on SLBE participation in a joint venture. This form must be returned with the statement of qualifications. If the form is not returned with the statement of qualifications, the statement of qualifications may not receive evaluation credit for SLBE joint venture participation. Attach proof of SLBE certification for each JV partner.

1. Name of project: ____________________________________________________________

2. Name(s) of all JV Partners: (Check if SLBE is applicable)

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<th>SLBE</th>
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<td>3.</td>
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</table>

1. Number of personnel that will be assigned to this project by each JV Partner.

<table>
<thead>
<tr>
<th>Name of JV Partner</th>
<th>Number of Personnel</th>
<th>Job Title</th>
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1. Location of JV office(s):

:________________________________________________________________________

2. Describe the JV’s insurance:

:________________________________________________________________________

3. Describe profit and loss distribution among JV Partners, unless included in the joint venture agreement:

:_______________________________________________________________________

:_______________________________________________________________________
4. Describe the management of the JV:

<table>
<thead>
<tr>
<th>Name of each person performing management roles</th>
<th>Name of JV Partner employing each person</th>
<th>Describe management role of each person</th>
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1. Describe any management or incentive fees not included in the JV agreement:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

2. Names of persons that will be authorized to sign checks for the JV. Include any restrictions on such authorization, such as limitations to checks below a specified dollar amount, or checks for certain uses, or checks with a co-signer:

<table>
<thead>
<tr>
<th>Names</th>
<th>Conditions</th>
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</table>
1. Attach copy of JV Agreement.

2. Attach copy of bank signature cards for the joint venture and indicate bank name and address.

Distribution of tasks among the JV Partners:

<table>
<thead>
<tr>
<th>Description of prime tasks</th>
<th>Task as % of all prime tasks</th>
<th>% Of task by non-SLBE</th>
<th>% of task by SLBE</th>
<th>SLBE prime consultant work</th>
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<tr>
<td>TOTAL</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
</tbody>
</table>

a. Percentage of all JV partner tasks performed by SLBE JV partners:

b. The ratings preference is awarded based on the SLBE tasks calculated as a percentage of the prime consultant work:

Total contract tasks 100%
Percentage of total work to be performed by sub-consultants - ___
Percentage of prime joint venture work = ___

JV partners are encouraged to gain approval of their joint venture by the SFCCD Contract Compliance Officer prior to submitting their statement of qualifications.

Firm (Print)  
Firm (Print)

Owner/Authorized Representative (Signature)  
Owner/Authorized Representative (Signature)

Name and Title (Print)  
Name and Title (Print)

Date  
Date

All joint venture partners are to sign this form.
Form 4 CONSULTANT’S GOOD FAITH EFFORT REPORT

If the required SLBE sub-consultant participation goal is not met, this form must be completed and submitted along with compelling documentation detailing the good faith efforts made, or the statement of qualifications will be deemed non-responsive and rejected.

Even if the consultant’s Form 2 Identification Listing of Prime and Sub-consultants indicates that the SLBE goal will be met, consultants should submit the following information to protect their eligibility for the contract. Form 4 could be used as a tracking record during statement of qualifications preparation. This is important. SFCCD may determine after analyzing a submittal that a consultant did not meet the goal because, for example, a sub-consultant listed by the prime was not certified. Consultants therefore should not rely on having submitted Form 2, because that form will not normally provide sufficient information to demonstrate that the consultant made good faith efforts. A consultant may not meet the SLBE goal after the submittal is analyzed for various reasons, e.g. if a sub-consultant listed by the consultant was not certifiable on the due date for statement of qualifications.

Please submit the following information:

1. The names and date on which all certified SLBEs were solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the SLBEs were interested. Attach copies of any related correspondence.

2. Services for which SLBE sub-consultant services were solicited: the RFQ and other relevant information furnished by interested SLBEs in response to the solicitation; and any breakdown of items into economically feasible units to facilitate SLBEs’ participation. Where there are SLBEs available for doing portions of the project normally performed by the consultant with his/her own staff, the consultant will be expected to make such portions available for SLBEs.

3. Provide the information requested on Form 4:
   i. The name, address, contact person, and date of contact for any SLBEs who submitted a statement of qualifications that was not accepted.
   ii. A summary of any discussions or negotiations with the name of the rejected company.
   iii. The reason for rejecting an SLBE. If that reason was price, provide the rejected SLBE’s statement of qualifications and a copy of the selected firm’s statement of qualifications.

Provide any additional data to demonstrate your good faith efforts, including copies of advertisements from trade publications and/or newspapers and contacts made with SLBE assistance agencies.
### Form 4

<table>
<thead>
<tr>
<th>Consultant’s good faith effort</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Name, address, contact person, and date of contact for rejected SLBEs</td>
</tr>
<tr>
<td>ii. Summary of negotiations with rejected SLBEs</td>
</tr>
<tr>
<td>iii. Reason for rejection of any SLBE</td>
</tr>
</tbody>
</table>

**Note:** Use additional sheets of paper if necessary for your response.

Signature of Consultant

Title

Name of Company

Address

Telephone Number
FORM 5 COMPLIANCE AFFIDAVITS
CONSTRUCTION-RELATED PROFESSIONAL SERVICE CONTRACTS

This affidavit must be completed and signed under penalty of perjury by the consultant.

The completed affidavits must be returned with the statement of qualifications or the statement of qualifications will be determined non-responsive and rejected.

1. I will ensure that my firm complies fully with the provisions of SFCCD SLBE Program, its implementing Rules, Regulations and Requirements and Board of Trustee’s Resolution No. 010426-P1.

2. I acknowledge and am hereby advised that upon a finding of noncompliance with the provisions of the program and/or Resolution No. 010426-P1, SFCCD is authorized to impose penalties that may include any of the following:
   a. Refusal to certify the award of a contract;
   b. The suspension of a contract;
   c. The withholding of funds;
   d. The revision of a contract for material breach of contract;
   e. Disqualification of my firm from eligibility for providing goods and services to the SFCCD for a period not to exceed five (5) years.

3. I acknowledge and have been advised, and hereby agree, that if my firm fails to comply in good faith with the provisions of Resolution No. 010426-P1, my firm shall be liable for liquidated damages for each violation in an amount equal to my firm’s net profit on the contract, or ten percent (10%) of the total amount of the contract, or one thousand dollars ($1,000), whichever is the greatest. The SFCCD Contract Compliance Office will determine the amount of liquidated damages imposed after investigation pursuant to Resolution No. 010426-P1.

4. I acknowledge and agree that any liquidated damages assessed against me by SFCCD shall be payable to SFCCD upon demand. I further acknowledge and agree that any liquidated damages assessed may be withheld from any monies due to me on any contract with the SFCCD.

5. A signature by the consultant affixed to this affidavit constitutes an agreement with SFCCD to comply with the provisions of Resolution No. 010426-P1.

6. I attest that the Equal Opportunity Commission, State of California Department of Fair Employment and Housing, or the U. S. Department of Labor Contract Compliance Program has taken no adverse action against my firm. Otherwise, an explanation is attached.

7. I declare that the above provisions are attested to under penalty of perjury under the laws of the State of California.

_________________________________________  _____________________________
Owner/Authorized Representative          Date
(Signature)

_________________________________________  _____________________________
Owner/Authorized Representative          Name of Firm
(Print)                          (Print)
FORM 6  MONTHLY PROGRESS REPORT

This prime consultant and sub-consultant participation report is to be completed by the prime consultant and submitted to SFCCD with its monthly progress payment application.

TRANSMITTAL
To: Project Manager
Copy: SFCCD Contract Compliance Office

From: Consultant______________________________ Date Transmitted: ________________

PART 1: Fill in all blanks.

Contract Number: ___________________________ Contract Title: ___________________________

Reporting Period (Month and Year): ___________ Corresponding Progress Payment No. ___________

The information submitted on Parts 1 and 2 of this form is accurate for the progress payment period immediately preceding that of the current payment application attached herewith.

1. Amount of Prime Contract: $ ________________

2. Amount of Amendments and Modifications to Date: $ ________________

3. Total Contract to Date including Amendments, and Modifications (Line 1 + Line 2): $ ________________

4. Amount Invoiced this Reporting Period: $ ________________

5. Total Amount Paid to Date including Retention (excluding Line 4): $ ________________

6. Amount of Progress Payments Requested to Date (Line 4 + Line 5): $ ________________

7. Percent Complete (Line 6 + Line 3): ___________

8. Reporting Period – From (date): ________________ To (date): ________________

Prime consultant, including each joint venture partner, must execute this form.

Owner/Authorized Representative (Signature) Owner/Authorized Representative

Name & Title (Please Print) Name & Title (Please Print)

Firm Name ________________________________ Firm Name ________________________________

( ) __________________________ Date ( ) __________________________
Telephone __________________________ Date Telephone __________________________

APPROVED BY: __________________________ Date Approved: __________________________

Contract Compliance Officer

SLBE Rules, Regulations, and Forms for Construction-Related Professional Services
June 28, 2001 – Revised 03/01/02
Form 6- PART 2: Provide complete information in the following table for the prime consultant, each SLBE joint venture partner, and all sub-consultants. Make copies of this sheet as needed. Attach copies of all invoices from SLBE sub-consultants supporting the information tabulated on this form, and consultant’s invoice, and Contract Payment Authorization for the immediately preceding progress payment period.

Note: Failure to submit all required information may lead to partial withholding of progress payment.

<table>
<thead>
<tr>
<th>Name of Firm (List prime consultant, each joint venture partner, and all sub-consultants. Indicate if the firm is a SLBE.)</th>
<th>Amount of sub-consultant purchase order</th>
<th>Amount of amendments to date</th>
<th>Total amount sub-consultant purchase order to date + amendments</th>
<th>Amount invoiced this reporting period</th>
<th>Amount of progress payments paid to date</th>
<th>Percent complete to date</th>
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</table>
FORM 7  EXIT REPORT AND AFFIDAVIT

To be completed by prime consultant, including all joint venture partners if any, and submitted to SFCCD with the final progress payment application.

TRANSMITTAL  To: Project Manager  Copy: SFCCD Contract Compliance Office

From: Consultant  Date Transmitted:

Reporting Date:

I/We declare, under penalty of perjury under the laws of the State of California, that the information on Page 2 of this form is complete, that the tabulated amounts paid to date are accurate and correct, and that the tabulated amounts owing will be paid within a reasonable time after the date of SFCCD's final payment under the Contract.

Prime consultant, including each joint venture partner, must sign this form.

Owner/Authorized Representative (Signature)  Owner/Authorized Representative (Signature)

Name & Title (Please Print)  Name & Title (Please Print)

Firm Name  Firm Name

(  )  Date  (  )  Date

Telephone  Telephone

Owner/Authorized Representative (Signature)  Owner/Authorized Representative (Signature)

Name & Title (Please Print)  Name & Title (Please Print)

Firm Name  Firm Name

(  )  Date  (  )  Date

Telephone  Telephone

Note: Failure to submit all required information may lead to partial withholds of progress payment.
## Final Progress Payment Application

<table>
<thead>
<tr>
<th>Name of Firm (List prime consultant, each joint venture partner, and all sub-consultants, and indicate if the firm is a SLBE)</th>
<th>Amount of progress payments paid to date</th>
<th>Amount owing under the contract including all amendments, and modifications</th>
<th>Owner/Authorized Representative Signature (prime consultant, each joint venture partner, and all sub-consultants)</th>
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SLBE Rules, Regulations, and Forms for Construction-Related Professional Services

June 28, 2001 – Revised 03/01/02
**FORM 8 SUB-CONSULTANT’S PAYMENT AFFIDAVIT**

To be completed and submitted by the prime consultant, including all joint venture partners if any, and submitted to SFCCD within ten (10) working days following receipt of each progress payment from the District.

**TRANSMITTAL**

To: Project Manager  
Copy: SFCCD Contract Compliance Office

From: Consultant  
Date Transmitted:   

Provide the following information for each progress payment received from SFCCD. Use additional sheets to include complete payment information for all sub-consultants utilized on this Contract. Failure to submit all required information may lead to partial withholding of progress payment, delays and/or finding of non-compliance.

**Contract No.: ___________________**  
**Contract Title: ___________________**

**Contract Award Department:**

**Progress Payment No. ___________________**  
**Period Ending: ___________________**

**Amount Received: $____________ Date: ___________**  
**Warrant/Check No: ___________**

<table>
<thead>
<tr>
<th>Sub-consultant’s Name</th>
<th>Business Address</th>
<th>Amount Paid</th>
<th>Payment Date</th>
<th>Check Number</th>
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I/We declare, under penalty of perjury under the laws of the State of California, that the above information is complete, that the tabulated amounts paid to date are accurate and correct.

Prime consultant, including each joint venture partner, must sign this form.

**Owner/Authorized Representative (Signature):**

**Name (Please Print/Type):**

**Title (Please Print/Type):**

**Firm Name:**

( )________________ ( )________________

APPROVED BY:  
Contract Compliance Officer  
Date Approved:  

SLBE Rules, Regulations, and Forms for Construction-Related Professional Services  
June 28, 2001 – Revised 03/01/02
FORM 9 PRIME AND SUB-CONSULTANT'S WORKFORCE COMPLIANCE FORM

1. Company Name
   _______________________________________________________

   Address
   _______________________________________________________

   City ________________________ State _____ ZIP _____________

2. Official responsible for recruitment and hiring at the establishment who can provide information concerning this matter.

   Name
   _______________________________________________________

   Title
   _______________________________________________________

   Phone (______) _________________________________________

3. If the bidder has completed a similar questionnaire and submitted this data to City College with a previous contract proposal within the past year, please indicate:

   Contract Proposal # ________________________________

   Date Submitted ________________________________

   You may omit questions 4-8.

4. Senior Managing Official, if different from #2 above.

   Name
   _______________________________________________________

   Title
   _______________________________________________________

   Phone (______) _________________________________________

5. Describe briefly the basic business activity at the establishment, i.e., identify the product supplied or the service performed.

6. Describe briefly how employees at various levels are hired. (See workforce breakdown #8 on reverse).

7. Describe in full the affirmative action programs in past two years which serve to increase number of underrepresented minorities. Attach any written programs.

NOTE: The term "minority" refers to the following groups: American Indian or Alaskan Native; Asian or Pacific Islander; Black; Filipino; and Hispanic. A minority business enterprise is at least 51% owned and/or controlled by minority groups members. The percentages for a woman-owned business are the same.

(over)
## WORKFORCE DATA


Name of company or organization __________________________

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<thead>
<tr>
<th>EMPLOYEE CATEGORIES</th>
<th>Total Employees</th>
<th>Black</th>
<th>Hispanic</th>
<th>Asian, Pacific Isl.</th>
<th>Filipino</th>
<th>Amer. Ind., Alaska Ntv.</th>
<th>Total Minority</th>
<th>Total White</th>
<th>% White</th>
<th>% Minority</th>
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Completed by: Name __________________________ Title __________________________ Date ____________
San Francisco Community College District  
33 Gough Street  
San Francisco, California  94103

For Construction-Related Professional Services

Agreement between the San Francisco Community College District and

This Agreement is made this____day of______, in the District and County of San Francisco, State of California, by and between,_______hereinafter referred to as “Consultant,” and the San Francisco Community College District hereinafter referred to as “District,” acting by and through its Vice Chancellor of Finance & Administration or the Vice Chancellor’s designated agent, the Office of Facilities Management, hereinafter referred to as “OFM”.

Recitals

WHEREAS, the OFM wishes to engage Consultant to procure______services for______Projects.

WHEREAS, Consultant represents and warrants that it is qualified to perform the services required by District as set forth under this Agreement; and,

WHEREAS, approval for said Agreement was obtained from Board of Trustees Resolution___________on__________________:

Now, THEREFORE, the parties agree as follows:

1. Term of the Agreement

The term of this Agreement shall be from___________to___________. The term of this Agreement shall not be extended unless and until a modification is duly executed.

2. Effective Date of Agreement

This Agreement shall become effective when the District’s representative has signed the Agreement.

3. Services Consultant Agrees to Perform

The Consultant agrees to perform the services provided for in Appendix A, “Services to be Provided by Consultant,” attached hereto and incorporated by reference as though fully set forth herein.

4. Compensation

Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 3 of this Agreement, that the District in its sole discretion determines has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed:__________($)

The breakdown of costs associated with this Agreement are provided for in Appendix B, “Calculation of Charges,” attached hereto and incorporated by reference as though fully set forth herein.
No charges shall be incurred under this Agreement nor shall any payments become due to Consultant until reports, services, or both, required under this Agreement are received from Consultant and approved by District as being in accordance with this Agreement. District may withhold payment to Consultant in any instance in which Consultant has failed or refused to satisfy any material obligation provided for under this Agreement. The withheld payment shall be limited to those material obligations not completed by Consultant; payment for obligations completed by Consultant shall be paid, except where other obligations not completed by Consultant may create or have created an additional burden on or additional expenses for the District.

In no event shall District be liable for interest or late charges for any late payments.

5. Guaranteed Maximum Costs

a. The District’s obligation hereunder shall not at any time exceed the amount agreed to in this Agreement.

b. The District and its employees and officers are not authorized to request Consultant to perform services or to provide materials, equipment and supplies that would result in Consultant performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the agreement unless the agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. The District is not required to reimburse Consultant for services, materials, equipment or supplies that are provided by Consultant which are beyond the scope of the services, materials, equipment and supplies agreed upon in the agreement and which were not approved by a written amendment to the agreement having been lawfully executed by the District.

c. The District and its employees and officers are not authorized to offer or promise to Consultant additional funding for the agreement which would exceed the maximum amount of funding provided for in the agreement for Consultant’s performance under the agreement. Additional funding for the agreement in excess of the maximum provided in the agreement shall require lawful approval by the District. The District is not required to reimburse Consultant for services, materials, equipment or supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the agreement and which were not approved by a written amendment to the agreement having been lawfully executed by the District.

6. Payment; Invoice Format

Invoices furnished by Consultant under this Agreement must be in a form acceptable to the District. All amounts paid by District shall be subject to audit by District.

Payment shall be made by District to Consultant at the address specified in the section entitled “Notices to the Parties.”

7. Submitting False Claims; Monetary Penalties

Pursuant to this Agreement, any Consultant or Sub-Consultant who submits a false claim shall be liable to the District for three times the amount of damages, which the District sustains because of the false claim. A Consultant or Sub-Consultant who submits a false claim shall also be liable to the District for the costs, including attorney’s fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the District for a civil penalty of up to $10,000 for each false claim. A Consultant or Sub-Consultant will be deemed to have submitted a false claim to the District if the Consultant or Sub-Consultant: (a) knowingly presents or causes to be presented to an officer or employee of the District a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or
approved by the District; (c) conspires to defraud the District by getting a false claim allowed or paid by the District; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the District; or (e) is a beneficiary of an inadvertent submission of a false claim to the District, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the District within a reasonable time after discovery of the false claim.

8. Deleted by the District

9. Taxes

   a. Payment of any taxes, including possessory interest taxes and California Sales and Use Taxes, levied upon this Agreement, or the services delivered pursuant hereto, shall be the obligation of Consultant. The District may reimburse these taxes to Consultant upon District authorization.

   b. Consultant recognizes and understands that this Agreement may create a “possessory interest” for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Consultant to possession, occupancy, or use of District property for private gain. If such a possessory interest is created then the following shall apply:

      (1) Consultant, on behalf of itself and any permitted successors and assigns, recognizes and understands that Consultant, and any permitted successor or assign, may be subject to the real property tax assessments on the possessory interest;

      (2) Consultant, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a “change in ownership” for purposes of real property taxes, and therefore may result in a revaluation of an possessory interest created by this Agreement. Consultant accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the District to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

      (3) Consultant, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax Code section 64, as amended from time to time) Consultant accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

      (4) Consultant further agrees to provide such other information as may be requested by the District to enable the District to comply with any reporting requirements for possessory interests that are imposed by applicable law.

10. Payment Does Not Imply Acceptance of Work

    The granting of any payment by District, or the receipt thereof by Consultant, shall in no way lessen the liability of Consultant to correct unsatisfactory work, although the unsatisfactory character of such work, may not have been apparent or detected at the time such payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by District and in such case must be replaced by Consultant without delay.
11. **Qualified Personnel**

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Consultant. Consultant will comply with District’s reasonable requests regarding assignment of personnel, but Consultant must supervise all personnel, including those assigned at District’s request.

12. **Deleted by the District**

13. **Independent Consultant; Payment of Taxes and Other Expenses**

   a. Consultant shall be deemed at all times to be an independent Consultant and is wholly responsible for the manner in which it performs the services and work requested by District under this Agreement. Consultant is liable for the acts and omissions of itself, its employees and its agents. Nothing in this Agreement shall be construed as creating an employment or agency relationship between District and Consultant.

   Any terms in this Agreement referring to direction from District shall be construed as providing for direction as to policy and the result of Consultant’s work only, and not as to the means by which such a result is obtained.

   b. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Consultant is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Consultant which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.

   Should a relevant taxing authority determine a liability for past services performed by Consultant for District, upon notification of such fact by District, Consultant shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Consultant under this Agreement (again, offsetting any amounts already paid by Consultant which can be applied as a credit against such liability).

   A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Consultant shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Consultant is an employee for any other purpose, then Consultant agrees to a reduction in District’s financial liability so that District’s total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Consultant was not an employee.

14. **Insurance**

   a. Without in any way limiting Consultant’s liability pursuant to the “Indemnification” section of this Agreement, Consultant must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

   (1) Workers’ Compensation, with Employers’ Liability Limits not less than $1,000,000 each accident; and

   (2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
b. Commercial General Liability and Business Automobile Liability Insurance policies must provide the following:

(1) Name as Additional Insured the San Francisco Community College District, its Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. All policies shall provide:

Thirty (30) days advance written notice to District of cancellation mailed to the following address:

Peter A. Goldstein
Vice-Chancellor, Finance and Administration
District College of San Francisco
33 Gough Street
San Francisco, CA  94103

d. Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

f. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the District receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the District may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

g. Before commencing any operations under this Agreement, Consultant must furnish to District certificates of insurance, in form and with insurers satisfactory to District, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon District request.
h. Approval of the insurance by District shall not relieve or decrease the liability of Consultant hereunder.

15. Indemnification

Consultant shall indemnify and save harmless District and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Consultant or loss of or damage to property, resulting directly or indirectly from Consultant’s performance of this Agreement, including, but not limited to, the use of Consultant’s facilities or equipment provided by District or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on District, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of District and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Consultant, its sub-consultants or either’s agent or employee.

In addition to Consultant’s obligation to indemnify District, Consultant specifically acknowledges and agrees that it has an immediate and independent obligation to defend District from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Consultant by District and continues at all times thereafter.

Consultant shall indemnify and hold District harmless from all loss and liability, including attorneys’ fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by District, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

16. Incidental and Consequential Damages

Consultant shall be responsible for incidental and consequential damages to the extent resulting in part or in whole from Consultant’s negligent acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights which District may have under applicable law.

17. Liability of District

DISTRICT’S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 4 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL THE DISTRICT BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

18. Deleted by the District

19. Default; Remedies

a. Each of the following shall constitute an event of default (“Event of Default”) under this Agreement:

(1) Consultant fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement: 7, 9, 14, 23, 29, 33, 40, or 42.
(2) Consultant fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten (10) days after written notice thereof from District to Consultant.

(3) Consultant (A) is generally not paying its debts as they become due, (B) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (C) makes an assignment for the benefit of its creditors, (D) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Consultant or of any substantial part of Consultant's property or (E) takes action for the purpose of any of the foregoing.

(4) A court or government authority enters an order (A) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Consultant or with respect to any substantial part of Consultant's property, (B) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (C) ordering the dissolution, winding-up or liquidation of Consultant.

b. On and after any Event of Default, District shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, District shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Consultant any Event of Default; Consultant shall pay to District on demand all costs and expenses incurred by District in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. District shall have the right to offset from any amounts due to Consultant under this Agreement or any other agreement between District and Consultant all damages, losses, costs or expenses incurred by District as a result of such Event of Default pursuant to the terms of this Agreement or any other agreement.

c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

d. The Consultant may terminate this agreement upon failure of the District pay consultant for Consultant’s services, but only where such failure to pay is not otherwise provided for in this agreement and only where not less than ninety (90) days have elapsed from billing by Consultant of District without payment.

20. Termination for Convenience

a. District shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. District shall exercise this option by giving Consultant written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of a the notice, Consultant shall commence and perform, with diligence, all actions necessary on the part of Consultant to effect the termination of this Agreement on the date specified by District and to minimize the liability of Consultant and District to third parties as a result of termination. All such actions shall be subject to the prior approval of District. Such actions shall include, without limitation:

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by District.
(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

(4) At District’s direction, assigning to District any or all of Consultant’s right, title, and interest under the orders and subcontracts terminated. Upon such assignment, District shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(5) Subject to District’s approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(6) Completing performance of any services or work which District designates to be completed prior to the date of termination specified by District.

(7) Taking such action as may be necessary, or as the District may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Consultant and in which District has or may acquire an interest.

c. Within 30 days after the specified termination date, Consultant shall submit to District an invoice, which shall set forth each of the following as a separate line item:

(1) The reasonable cost to Consultant, without profit, for all services and other work District directed Consultant to perform prior to the specified termination date, for which services or work District has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of ten percent (10%) of Consultant’s direct costs for services or other work. Any overhead allowance shall be separately itemized. Consultant may also recover the reasonable cost of preparing the invoice.

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Consultant can establish, to the satisfaction of District, that Consultant would have made a profit had all services and other work under this Agreement been completed and provided further, that the profit allowed shall in no event exceed 5 percent (5%) of such cost.

(3) The reasonable cost to Consultant of handling material or equipment returned to the vendor, delivered to the District or otherwise disposed of as directed by the District.

(4) A deduction for the cost of materials to be retained by Consultant, amounts realized from the sale of materials and not otherwise recovered by or credited to District and any other appropriate credits to District against the cost of the services or other work.

d. In no event shall District be liable for costs incurred by Consultant or any of its sub-consultants after the termination date specified by District, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys’ fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Consultant under this Section, District may deduct: (1) all payments previously made by District for work or other services covered by Consultant’s final invoice; (2) any claim which District may have against Consultant in connection with this
Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the District, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and District’s estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. District’s payment obligation under this Section shall survive termination of this Agreement.

21. Rights and Duties Upon Termination or Expiration

a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 7, 9, 10, 13, 15, 16, 17, 23, 24, 25, 26, 27, 29, 35 through 39, and 41.

b. Subject to the immediately preceding subsection (a), upon termination of this Agreement prior to expiration of the term specified in Section 1, this Agreement shall terminate and be of no further force or effect. Consultant shall transfer title to District, and deliver in the manner, at the times, and to the extent, if any, directed by District, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to District. This subsection shall survive termination of this Agreement. Further use of work shall be as described in 25, Ownership of Results.

22. Conflict of Interest

Through its execution of this Agreement, Consultant acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Consultant receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Consultant agrees it shall notify District of such information.

23. Proprietary or Confidential Information of District

Consultant understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District. Consultant agrees that all information disclosed by District to Consultant shall be held in confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information, as a reasonably prudent Consultant would use to protect its own proprietary data.

24. Notices to the Parties

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail or by fax, and shall be addressed as follows:

To District: Willie Richmond
Facilities Planning and Construction
50 Phelan Ave., B-601
San Francisco, CA 94112

To Consultant: ________________________________
______________________________
______________________________
Any notice of default must be sent by certified mail.

The Parties agree and understand that either party may change the person(s) or address(es) to whom or to which communications shall be sent. The Parties agree that, prior to such change, written notice to the other Party shall be furnished by the party initiating the change, at least ten (10) business days in advance of such proposed change.

25. **Ownership of Results**

Any interest of Consultant or its Sub-Consultants, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents prepared by Consultant or its Sub-Consultants in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to District, upon payment in full of all monies due. However, Consultant may retain and use copies for reference and as documentation of its experience and capabilities. If District terminates this agreement, District agrees to notify with the Consultant prior to allowing any changes, modifications, or re-use of Results.

26. **Works for Hire**

If, in connection with services performed under this Agreement, Consultant or its Sub-Consultants create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the District. If it is ever determined that any works created by Consultant or its Sub-Consultants under this Agreement are not works for hire under U.S. law, Consultant hereby assigns all copyrights in such works to the District, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With approval of District, Consultant may retain and use copies of such works for reference and as documentation of its experience and capabilities.

27. **Audit and Inspection of Records**

Consultant agrees to maintain and make available to the District, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Consultant will permit District to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Consultant shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon District by this Section.

28. **Subcontracting**

Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by District in a written instrument executed and approved in the same manner as this Agreement. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void. The Consultant shall complete and attach Form 2, Identification Listing of Prime Consultant and Sub-consultants, provided by the District, it shall be hereby made a part of this contract (Appendix C).

29. **Assignment**
The services to be performed by Consultant are personal in character and neither this Agreement nor any
duties or obligations hereunder may be assigned or delegated by the Consultant unless first approved by District by
written instrument executed and approved in the same manner as this Agreement.

30. Unauthorized Changes to Plans

In the event the District consents to, allows, authorizes, or approves of changes to any plans, specifications,
or other construction documents prepared by Consultant under this Agreement, which changes are not approved in
writing by the Consultant, the Consultant will not be responsible for any liability arising from such changes.

31. Small Local Business Enterprise (SLBE) Program:

It Consultant understands and agrees to comply fully with all applicable provisions of the District’s policy
and program concerning utilization of small, local business enterprises. Specific compliance requirements are
specified in the SLBE Program Rules, Regulations and Forms, as well as any procedure clarifications issued by
addendum to the solicitation for this contract. Consequently, those documents are incorporated into the contract by
reference. In addition, the sub-consultant listing form and Compliance Affidavit offered in Consultant’s Statement
of Qualifications/Proposal are specifically incorporated into this contract.

Consultant further understands and agrees to comply fully with the District’s SLBE sub-consultant
participation of___% contract dollars throughout the duration of this contract, as the District’s Contract
Compliance Officer may deem applicable. No change in sub-consultants may be made without approval of the
Contract Compliance Officer. Sub-consultant utilization shall be reported on a monthly basis using the following
forms as included in the SLBE Rules, Regulation and Forms:

a. Progress Payment Monthly Report
b. Sub-consultant Report

The above forms shall be submitted in duplicate (along with the Request for Payment), simultaneously with
one copy to the District’s Contract Compliance Officer at 33 Gough Street and the original submitted to the Project
Manager.

32. Nondiscrimination

Consultant agrees that it is not enough to proclaim that its firm does not discriminate in employment, but
engages efforts to build an environment in which opportunity is indeed equal. Consultant certifies that its firm does
not discriminate in its employment practices in any phase including but not limited to recruiting, hiring, promoting,
compensation and etc. pursuant to the Equal Employment Opportunity Commission guidelines.

33. Drug-Free Workplace Policy

Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful
manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on District
premises. Consultant agrees that any violation of this prohibition by Consultant, its employees, agents or assigns
will be deemed a material breach of this Agreement.

34. Compliance with Americans with Disabilities Act

Consultant acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services
and other activities provided by a public entity to the public, whether directly or through a Consultant, must be
accessible to the disabled public. Consultant shall exercise due professional care to provide the services specified in
this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local
disability rights legislation. Consultant agrees not to discriminate against disabled persons in the provision of
services, benefits or activities provided under this Agreement and further agrees that any violation of this
prohibition on the part of Consultant, its employees, agents or assigns will constitute a material breach of this Agreement.

35. **Non-Waiver of Rights**

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

36. **Modification of Agreement**

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

37. **Agreement Made in California; Venue**

The laws of the State of California shall govern the formation, interpretation and performance of this Agreement. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

38. **Construction**

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

39. **Entire Agreement**

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in this Agreement.

40. **Compliance with Laws**

Consultant shall keep itself fully informed of all local codes, ordinances and regulations and of all state and federal laws in any manner affecting the performance of this Agreement, and must at all times exercise due professional care to comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

41. **Severability**

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

42. **MOU Between College District and County of San Francisco**

Consultant acknowledges that payment by District to it shall be made by proceeds of general obligation bonds issued by the District and County of San Francisco. Consultant agrees to comply with all applicable provisions contained in the “Memorandum of Understanding Regarding District and County of San Francisco General Obligation Bonds Issued for the Benefit of the San Francisco Community College District” between the San Francisco Community College District and the District and County of San Francisco. Consultant agrees that such other provisions include but are not limited to Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

DISTRICT

Recommended by:
Willie Richmond, Assoc. VC
Office of Facilities Management

CONSULTANT

Authorized Signature __________________________ Date __________________________

Signature __________________________ Date __________________________

Printed Name __________________________

Title __________________________

Ron Gerhard
Vice-Chancellor, Finance and Administration

Company Name __________________________

Signature __________________________ Date __________________________

Address __________________________

Approved as to Form:

Ronald Lee
General Counsel

District, State, ZIP __________________________

Phone Number __________________________ Fax Number __________________________

Federal Employer ID Number __________________________

Appendices
A: Initial Project Info
B: Scope of Services
C: Calculation of Charges
C.1: Consultant’s Proposal No. ______, dated ______
C.2: Hourly Rates of Prime and Subs
D: Form 2, Identification Listing of Prime and Sub-consultants

Attachments
1. Form O, Equal Opportunity and Non-Discrimination in Employment Certification and Workforce Data Compliance Form.
2. Form 9, Prime and Sub-consultant’s Workforce Compliance Form
3. W-9 Federal Tax ID Form
4. Business License with City and County of San Francisco.
DRUG-FREE WORKPLACE CERTIFICATION

I, ________________________________, am the _________________________ of
(Print Name) (Title)
(Supplier Name)
I declare, state and certify to all of the following:


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

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Supplier's workplace and specifying actions which will be taken against employees for violation of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  (i) The dangers of drug abuse in the workplace;
  (ii) Supplier'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;
- 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 Supplier in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

Supplier agrees to fulfill and discharge all of Supplier'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.

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

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

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at __________________________ this _______ day of ____________________, 20___.
(City and State) ________________________________ (Signature) ________________________________
(Printed Name)
RFP 079
NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF _____________________

I, _____________________________, being first duly sworn, deposes and says that I am
(Typed or Printed Name)
the __________________________of _______________________, the party submitting
(Title)                (Bidder Name)
the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned
declares, states and certifies that:
1. The Bid Proposal is not made in the interest of or on behalf of, any undisclosed person, partnership,
company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham
bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or
anyone else to put in sham bid, or to retain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or
conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or
cost element of the bid price or that of any other bidder, or to secure any advantage against the public
body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the
contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any
person, corporation, partnership, company, association, organization, bid depository, or to any member or
agent thereof to effectuate a collusive or sham bid.

Executed this ________ day of ________________, 20___at____________________
(City. County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and
correct.

_____________________________________   Name
_____________________________________   Address
_____________________________________   (______)  _____________________________
_____________________________________   (Signature)
RFP 079

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion — as per Federal OMB Circular A-110 Executive Order 12549 and 12689

By signing and submitting this proposal, the prospective contractor is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. The prospective contractor certifies that it has not and will not provide any gratuities to any agency elected or appointed official, employee, representative, or consultant in connection with the award or administration of the contract that is expected to result from this solicitation.

3. The prospective contractor shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principle,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective contractor further agrees by submitting this proposal that it will include this clause title, “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion — Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, ineligible, or voluntarily excluded from participation in this covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to...
the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

10. The prospective contractor certifies, by submission of this proposal, that neither it nor its principals, nor its prospective subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

11. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Signature: ____________________________________________
Typed or Printed Name: __________________________________
Title: ________________________________________________
Organization: __________________________________________
Date: ________________________________________________