CITY COLLEGE OF SAN FRANCISCO
REQUEST FOR PROPOSAL

PERFORMING ARTS CENTER
INSPECTOR OF RECORD

NOVEMBER 14, 2011
TABLE OF CONTENTS

Announcement

Background

Project Description

Project Schedule

Project Construction Documents

Small Local Business Enterprise (SLBE) Program

RFP Schedule

Selection Criteria

Scope of Services

Insurance Requirements

General Indemnity

Response to Request for Proposal

Proposal Format and Submittal Requirements

District Rights

Submission Requirements

Selection Criteria and Schedule

Approvals, Budget, and Fiscal Provisions

Guaranteed Maximum Costs

The Fine Print

Contact Information Form

Sample Professional Services Contract Agreement

Insurance Appendix

Attachment A – Non Collusion Affidavit
Attachment B – Drug-Free Workplace Certification
Attachment C – Certification Regarding Disbarment, Suspension, Ineligibility, and Voluntary Exclusion

ANNOUNCEMENT (Revised 11/14/2011)
City College of San Francisco, Office of Facilities Planning & Construction, announces a Request for Proposal (RFP) to solicit proposals from interested and qualified consultants with Division of State Architect (DSA) certified Class 1, 2, 3 Inspectors of Record to provide project inspection services for construction of the new Performing Arts Center.

The project is a 99,500 GSF two-story building, located in the Balboa Reservoir Development along Phelan Avenue, and houses the Department of Music and Department of Theater Arts. It has a 650-seat auditorium, a 150-seat recital hall, a studio theater, rehearsal rooms, practice rooms, offices, and other support spaces. Estimated project cost is $75 million. Construction is anticipated to begin in March 2012, and occupancy is planned for Fall 2014.

On November 14, 2011, the RFP package is available, and may be obtained online:
www.ccsf.edu/build

Informational Meetings: Thursday, November 17, 2011, 2:00 PM or Thursday, December 1, 2011, 2:00 PM
–Attendance of one of these meetings is mandatory.

Due Date for response to RFP: Friday, December 16, 2011, 2:00 PM

Contact Person: David Liggett, Director Facilities Planning & Construction
Email: dliggett@ccsf.edu

SLBE Policy on Construction and Construction Related Professional Services:
It is the policy of the San Francisco Community College District (the District) to ensure full and equal business opportunity for all Small Local Business Enterprises (SLBEs) wishing to do business with the District.

The SLBE Goal is 10% participation.

Advertising Dates: November 9, 2011 and November 14, 15, 21, 2011.
BACKGROUND
City College of San Francisco, Office of Facilities Planning & Construction hereby referred to as the “College” is soliciting from interested and qualified Consultants with Division of State Architects certified Class 1, 2, 3 Inspectors of Record, to provide project inspection services for the construction of the Performing Arts Center Project. The College is seeking a consultant that can demonstrate ability to provide the required DSA Inspection of Record Services. Major consideration will be given to experience and expertise in public work inspection particularly higher education institution work of similar scale.

PROJECT DESCRIPTION
The Performing Arts Center, a 2-story building, is located in the Balboa Reservoir along Phelan Avenue, at the west edge of the Ocean Avenue Campus. The building, with basements, is approximately 99,500 gross square feet. It will house the Department of Music and the Department of Theater Arts. It will include a 650-seat auditorium with stage, a 150-seat recital hall, and a studio/theater. Other spaces comprise rehearsal rooms, practice rooms, classrooms and faculty offices, and rooms for theater/music support. The facility, with a goal of LEED Gold certification, is to be sustainable and energy efficient. It will include heating supported by a geothermal system, a living green roof, and day lighting. The estimated cost of the project, including site work, is approximately $75 million. Funding for this project is a combination of resources, including the 2001 and 2005 Bonds. Construction is anticipated to begin March 2012, and completion with final occupancy is by Fall 2014.

PROJECT SCHEDULE
Construction of Performing Arts Center – 24 months

PROJECT CONSTRUCTION DOCUMENTS
A complete set of the project construction documents, drawings and Project Manual approved by the Division of the State Architect, is available on DVD for review by the respondents to this Request for Proposal. For a copy, please contact the Office of Facilities Planning & Construction, David Liggett, Director, Facilities Planning & Construction, email: dliggett@ccsf.edu. Tel. (415) 239-3047.

SMALL LOCAL BUSINESS ENTERPRISE (SLBE) Program
SLBE Goal for this RFP: 10%
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 complying with all details contained in the Resolution and Program Policies, and implemented through the SLBE Rules, Regulations and Requirements. See Appendix A.

RFP SCHEDULE
Advertisement & Outreach – November 9, 2011
Informational Meeting – November 17, 2011 or December 1, 2011
Attendance at one informational meeting is Mandatory.
Deadline for Questions about RFP – December 5, 2011
District's Responses to Questions – December 12, 2011
Submission of Response to Request for Proposal – December 16, 2011
Notification to Applicants for Possible Interviews – January 4, 2012
Probable Interview Dates – January 11 & 12, 2012
Selection of Consultant – January 18, 2012
SELECTION CRITERIA
The College shall review qualifications and references submitted by all respondents to determine their technical capabilities and experience to provide the required DSA-Inspector of Record services. The qualifications review shall include an evaluation of the certifications, education and relevant project experience of key staff, the demonstration of past project successes, and the proposed work plan for this project. The College shall select the qualified consultant based on lowest not-to-exceed fee proposal to perform the complete scope of DSA-Inspector of Record inspectional services for this project. The respondents are advised to review the DSA approved construction documents carefully. College may consider interviews if considered necessary.

SCOPE OF SERVICES
The scope of the Inspection of Record services include but not limited to the following:

1. The Inspector shall act as an agent for DSA, the Architect, and for the College on the project site to ensure the project is in compliance with DSA regulations, prevailing codes, and approved construction documents, and to provide quality control and assurance, as required for a public works facility. The Inspector shall issue correction notices and notify the College’s representative in writing if work does not conform to contract documents.

2. All inconsistencies or suspected/apparent errors in the plans and specifications shall be reported promptly to the College’s representative for interpretation and instructions by the College’s Consultants. In no case shall the final instructions be construed to cause work to be done that is not in conformity with the approved plans, codes and regulations, specifications unless the Architect of Record issues documents to authorize such changes. The Inspector shall cooperate with the College’s Consultants, Testing Lab, regulatory agencies and appropriate governing bodies during the observation of the work of construction to ensure compliance with the approved drawings and specifications. Inspector shall request interpretations and clarifications of the approved contract drawings and specifications when necessary from the College’s Consultants and refer any received code interpretations that cause deviations from the approved drawings and specifications to the College’s Consultants for response. Inspector shall provide routine required reports to the Division of State Architect and to the College.

3. The College shall provide a field office, desk and chair, photocopier, telephone and fax at the jobsite. The Inspector shall be responsible for providing his/her own vehicle, and special equipment, personal computer and related equipment, printer and any clerical support and other goods and supplies necessary to perform services as required by this contract.

4. The Inspector shall keep a file of approved plans and specifications (including all approved document authorizing changes) on the job at all times, and shall immediately return any unapproved documents to the Construction Manager for proper action.

5. The Inspector shall keep a record of certain phases of construction procedures including, but not limited to the following:
   a. Concrete pouring operations. The records shall indicate time, date and location of concrete placing and the time, date and location of removal of forms in each portion of the structure.
   b. Welding operations. The record shall include identification masks of welders, lists of defective welds, manner of correction of defects, etc.
   c. All such record of construction procedure shall be kept on the job until the Completion of work. These records shall be made a part of the permanent records of the Owner.
6. The Inspector shall notify the Contractor, in writing of any deviations from the approved plans and specifications that are not immediately corrected by the Contractor when brought to his or her attention. Copies of such notice shall be forwarded immediately to the College Representative.

7. Failure on the part of the Inspector to notify the Contractor of deviations from the approved plans and specifications shall in no way relieve the Contractor of any responsibilities complete the work covered by his or her contract in accordance with the approved plans and specifications and all laws and regulations.

8. The Inspector shall inspect and verify that Contractor’s Record documents to ensure that they are updated regularly as applicable.

9. Inspector shall submit, on a daily basis, an activity report to the Construction Manager, including but not limited to the following information as it pertains to work inspected:
   a. Activities performed by the subcontractors, and areas, where work are performed
   b. Manpower assigned to each Subcontractor and second and third tier subcontractors
   c. Equipment and materials delivered to the site
   d. Weather conditions
   e. Construction equipment and vehicles mobilized on project site, and note daily when they are utilized.
   f. Nature and location of the work being performed.
   g. Verbal instructions and clarifications of the work given to contractor.
   h. Inspection by representatives of regulatory agencies.
   i. Note occurrences or conditions that might affect Contract Sum or Contract Time
   j. List of telephone calls made of a substantial nature, including statements or commitments made during the call.

10. Inspector shall record any work or material in place that does not correspond with the drawing or specifications, as well as resulting action taken. List any other problems or abnormal occurrence that arises during each day, including notations of any particular lack of activation the pad of the Contractor. Note corrective actions taken.

11. Inspector shall review and monitor subcontractor’s construction methods and procedures during all construction activities, including earthwork, concrete placement, steel erections, all finishes, electrical, mechanical, fire alarm etc.

12. Inspector shall attend all meetings as requested in contract documents and as requested by the College, such as billing meeting, specification review, coordination, progress and pre-subcontractor meetings.

13. Inspector shall assist the Construction Manager and College with scheduling all required tests and testing laboratory visitations required by the Contract Documents. Inspector shall observe and record dates and times of all test procedures.

14. Inspector shall inspect, verify and document contractor’s delivered equipment and materials to ensure that they meet submittal and specification. Such inspection must occur with 24 hours of subcontractor’s delivery to the job site.

15. Inspector shall submit to the Construction Manager, in a timely manner, a detailed report of request for clarification whenever any corrective changes is necessary in field construction that will result in variance from the drawing or specification as originally issued.

16. Assist in review the Construction Manager’s Payment Requests at billing meetings.
17. When the subcontractor’s work or a designated portion thereof is substantially complete, the Inspector shall prepare a list of incomplete or unsatisfactory items via a punch list and submit to the Construction Manager.

18. Assist in the review of subcontractor’s submittals.

19. At completion of the project, deliver all inspection records and project correspondence to the College.

20. Prior to commencement of work, Inspector shall cooperate with the Construction Manager and the College’s Representative, and Architect of Record to develop an Inspection Plan for the project.

21. All inspection services shall be in conformance with DSA requirements.

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

- Workers’ Compensation, with Employers’ Liability Limits not less than $1,000,000 each accident; and
- 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
- Business Automobile Liability Insurance with limits not less than $1,000,000 each occurrence
  Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- Professional Liability Insurance covering the Consultant’s negligent acts and errors and omissions, with limits not less than $1,000,000 each claim and with a deductible of not more than $50,000. Such policy shall continue in effect for four (4) years following the date of acceptance by the District of the completed project for which the Consultant provided services.

Commercial General Liability and Business Automobile Liability Insurance policies must provide the following:

- Name as Additional Insured the San Francisco Community College District, its Officers, Agents, and Employees.
- That such policies are primary insurance to any other insurance available to the Additional Insured, 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.

GENERAL INDEMNITY
To the fullest extent permitted by law, Consultant shall assume the defense of, indemnify and save harmless the District, its board, officers, and employees (collectively “Indemnitees”), from any claim, loss, damage, injury (including, without limitation, injury to or death of an employee of the Consultant or its sub consultants) and liabilities of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney’s fees and cost of investigation), that arise directly or indirectly, in whole or in part, from (1) the services under Agreement, or any part of such services, and/or (2) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its employees, sub-consultants, or agents in the performance (or non-performance) of services under Agreement, subject to the provisions set forth in the Agreement.
RESPONSE TO REQUEST FOR PROPOSAL
To receive consideration, please submit seven (7) sealed copies of your response to this Request for Proposal with your fee proposal, in a separately sealed envelope. The entire complete submittal package shall be clearly marked "Performing Arts Center, DSA Inspector of Record Services, Request for Proposal."

By mail or hand delivery to: David Liggett, Director
Facilities Planning & Construction
50 Phelan Avenue, B606
San Francisco, CA 94112

Response to this Request for Proposal must be received by 2:00 pm December 16, 2011. Responses received after this time and/or date will not be considered. All relevant questions concerning the Request for Qualification or Scope of Services shall be directed in writing to the Director at dliggett@ccsf.edu. All questions must be received prior to 5:00 pm, December 5, 2011. Responses to these questions will be posted on the Facilities Planning website by 5:00 pm December 12, 2011.

No answers will be given on an individual basis. The College requests that prospective consultants refrain from contacting any other party regarding the work for these projects.

The College reserves the right after opening the responses, to reject any or all responses, or to accept response(s) that in its sole judgment are in the best interests of the College.

PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS
A. Submittal Requirements
   All prospective applicants must follow the attached Proposal format and all proposed deliverable items.

B. Mandatory Attendance at One Informational Meeting – November 17, 2011, 2 PM or December 1, 2011, 2 PM.
   First meeting will be held at 2 pm, Thursday, November 17, 2011.
   Second meeting will be held 2 pm, Thursday, December 1, 2011.
   Meeting Location: Office of Facilities Planning & Construction, 50 Phelan Avenue, B606, San Francisco, CA 94122.

C. Proposal Format
   1. Title of Project
   2. Cover letter expressing interest in project.
      Name of firm, brief description of firm’s ability to meet District’s needs, signed by individual authorized to bind the respondent to all statements and representations made therein and to represent the authenticity of the information presented
   3. Firm Name and Contact Information Form
   4. Firm Qualifications and Relevant Experience
      a. Type of organization, size, professional registrations, certifications, and affiliations.
      b. List of recent public works projects of similar scale (within past 5 years) where the scope of services provided is similar to this project. Please include examples of success stories that demonstrate assisting the project team to meet the construction schedule and budget.
      c. Names, qualification, experiences and classifications of key staff proposed for this project.
      d. Qualifications of proposed sub-consultants or joint venture firms, if any.
e. Names and contact information of references from related projects,
f. Current workload and availability.

5. Summary of your firm’s approach to performing the scope of services defined for this project.
6. Description of your organizational structure, and proposed staffing for this project. Identify specific individual who will be interfacing with the College.
7. SLBE Documents.
9. Fee Proposal. In a separate sealed envelope, marked with firm name, include an itemized fee/monthly schedule including hourly rates. State maximum Not-To-Exceed fee for all services for 24-month period. Mark envelope with your firm name.

D. Submittal Deadline – 2:00 pm, Friday, December 16, 2011
The submittal (Response to this RFP) must be complete. All required documents must arrive at the Office of Facilities Planning & Construction prior to the submittal deadline. Late or incomplete submittals will be deemed non-responsive and will not be considered.

DISTRICT RIGHTS
The College reserves the right to postpone selection for its own convenience, to withdraw or change this Request for Proposal 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 College’s website: www.ccsf.edu/build. Proposers are responsible for apprising themselves of any such withdrawal or changes. The College will not provide notice of withdrawal or changes directly to proposers. The College accepts no financial responsibility for any costs incurred by a Consultant in responding to this Request for Proposal. Submitted proposals become the property of the District. Additional material submitted will not be returned.

As a function of the negotiation process, the District reserves the right to remedy technical errors in response to the RFP and to modify the published scope of services. 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. The District will not be responsible for any other explanation or interpretation.

APPROVALS, BUDGET, AND FISCAL PROVISIONS
This Contract is subject to the college budget and state fiscal provisions. Charges will accrue only after prior written authorization (as evidenced by a purchase order and contract). The amount of CCSF’s obligation shall not exceed the amount certified for the purpose and period stated in such (purchase order/contract) authorization. No agreement with CCSF is in effect until a contract has been signed and approved or ratified by the Board of Trustees of the City College of San Francisco (BP 6340).

GUARANTEED MAXIMUM COSTS
Except as may be provided by CCSF Purchasing Office, the College and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the contract is amended in writing and approved authorizing the additional items or services. The College will not reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the College.
CCSF and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor’s performance under the contract.

THE FINE PRINT:

City College of San Francisco supports equal opportunity for all. LBE/SBE/MBE/DVBE are encouraged to participate. Respondents who are unsuccessful may request a debriefing by contacting the CCSF Purchasing Office, (415) 487-2413.

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

Conflicts of Interest: No trustee, officer, or employee shall make, or in any way attempt to use his or her official position to influence a District decision in which he or she has an economic interest. A District decision is defined as follows:

1. When a trustee, officer, or employee votes on a matter, appoints a person, approves a rate, rule or regulation, adopts or enforces a policy or law, or makes a determination not to act with regard to the foregoing.
2. When a trustee, officer, or employee obligates or commits his or her agency to any course of action, including decisions to issue, deny, suspend or revoke any permit, license application or authorization; grant District approval to a plan, design, report or study; or, adopt policies, standards or guidelines for the District.
3. When a trustee, officer, or employee participates in the making of a District decision or influences a District decision by giving advice, making recommendations or otherwise communicating with a decision maker. An “economic interest” is defined as follows:

   1. Economic interests in business entities, either as an investor, partner, officer or manager.
   2. Economic interests in real property: investing $2,000 or more in real property, including those held by a spouse or registered domestic partner.
   3. Economic interests in sources of income to a trustee, officer, or employee, who receive $500 or more in income from one source within 12 months prior to the District decision.
   4. Economic interests in sources of gifts to a public official.
   5. Economic interests in a business entity for which the trustee, officer, or employee is an officer, director, employee, or holds a business position irrespective of having an investment or receiving income from the entity.
   6. Economic interest in personal financing and those of his or her immediate family where the District decision results in the personal expenses, income assets or liabilities of the trustee, officer, or employee or his or her immediate family increasing or decreasing.

Any and all District decisions in violation of this policy shall immediately be set aside. Any trustee in violation of this policy shall be censured. Any officer or employee shall be immediately suspended from his or her duties. (Board Policy BP 3052/ Resolution No. 100729-P1)

City College of San Francisco 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 City College’s future relationship with the contractor. Should your firm be contacted about such activities, please notify Purchasing at (415) 487-2413.
CONTACT INFORMATION FORM
This page is a public record.
Firm Name: ___________________________________
(As name appears on license or W-9)
Check One: Corporation ____
Partnership ____
Sole Prop. ____
Contact Person: __________________________________
E-Mail Address: __________________________________
Address: _______________________________________
_______________________________________________
_______________________________________________
Phone: (____)__________ Fax Number (____)__________
Cell: (____)____________

Professional Licenses (if any):
License # ________________ Class: ______________ Exp. Date: ______________
Supplemental classification(s) held, if any, and license number(s).
License # ________________ Class: ______________ Exp. Date: ______________
License # ________________ Class: ______________ Exp. Date: ______________
-SAMPLE CONTRACT-

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT
AGREEMENT FOR PROFESSIONAL SERVICES
(To Be Used For Agreements/Payment by SFCCD)

This Agreement, dated for reference purposes only, is entered into by and between the San Francisco Community College District, hereinafter known as the "District" on behalf of its _____________________________________________________________ hereinafter known as the ____________________________________________, and _____________________________________________________________ hereinafter known as "Contractor".

This agreement is entered into pursuant to San Francisco Community College District Board of Trustees Resolution No. ________________________ or 000622-S3______, Government Code Section 53060 and Education Code Sections 81644 & 81656.

FOAPAL Number ___________________________________ Grant Number (if applicable)

The parties agree and promise as follows:

1. PROFESSIONAL SERVICES TO BE RENDERED BY CONTRACTOR: The services to be rendered or specific tasks or objectives to be accomplished are incorporated by reference as in attachment A. If any terms of the attachment and this Agreement are in conflict, this Agreement shall prevail.

2. TERM: The term of this Agreement shall commence on and terminate on __________________ , unless otherwise terminated in accordance with Paragraph 7.

3. PAYMENT:
   ____ A. The District shall pay Contractor for the performance of the Services set forth in this Agreement after delivery and acceptance by the District, which acceptance shall not be unreasonably withheld, the sum of dollars, $ .

   Upon completion of all Services, Contractor shall submit an original and three (3) copies of an invoice to the District person referenced below in paragraph 8, Written Notice, who shall verify that the Services have been received and recommend payment therefor.

   OR

   ____ B. Alternatively, progressive payments may be made by the District, in its sole discretion, based on completion of specific tasks or objectives by contractor as contained in attachment A. Upon completion of such specific tasks or objectives or as provided for with Attachment A, Contractor shall submit an original and three (3) copies of an invoice to the District person referenced below in paragraph 8, Written Notice, who shall verify that the specific tasks or objectives have been accomplished and recommend payment therefor.

4. INDEPENDENT CONTRACTOR: District and Contractor agree that Contractor is an independent contractor and not an employee of the District. Contractor further agrees that during the term of this Agreement, Contractor will not accept any employment as an employee of this District or of any of the entities that are directly or indirectly affiliated or associated with the District including but not limited to auxiliary organizations, student body organizations, or foundations. Contractor further agrees that in the event he/she accepts employment as an employee of the District or of any of the entities directly or indirectly affiliated or associated with the District during the term of this Agreement, this Agreement may be immediately terminated in the sole discretion of the District.

   As an independent contractor, Contractor shall be responsible for any payroll or withholding taxes, and workers’ compensation benefits which may be required for itself or its employees. In support of this declaration of being an independent contractor, contractor agrees to complete Attachment B, as attached, where applicable. Contractor agrees and understands that District shall utilize the information in Attachment B, as District deems appropriate in its sole discretion, to determine whether contractor is an independent contractor and thus whether this agreement shall be executed by District.
5. **REIMBURSEMENT OF EXPENSES/ EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES/ FRINGE BENEFITS:** District shall not be liable to Contractor for any expenses paid or incurred by Contractor unless otherwise agreed to in advance in writing. Contractor shall supply, at Contractor's sole expense, all equipment, tools, materials, and/or supplies to accomplish the work agreed to be performed. Because Contractor is engaged in Contractor's own independent business, Contractor is not eligible for, and shall not participate in, any employer pension, health, or other fringe benefit plan, of the District.

6. **ASSIGNMENT:** Contractor shall not assign this Agreement nor the consideration payable under this Agreement without the written consent of the District.

7. **TERMINATION:** District may terminate this Agreement for District's convenience and without cause at any time by giving Contractor five (5) days' written notice of such termination. In the event of such termination, Contractor shall be paid for its services that have been performed to the satisfaction of the District under this Agreement, up to the date of termination. Any payment by District shall be conditioned on Contractor providing to the District any and all materials required by District related to the services rendered.

8. **WRITTEN NOTICE:** All notices required or permitted to be given by this Agreement shall be deemed given when personally delivered to the recipient thereof or two (2) days after it has been mailed by certified mail, return receipt requested, postage prepaid, and addressed to the parties as follows: for the contractor, at the address shown on the signature section of this agreement; for the District, by the person recommending this agreement at the address there shown. Either party by a written notice to the other party may change the address of notice or the names of the persons or parties to receive written notice.

9. **GOVERNING LAW:** This Agreement 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 the Agreement shall be in San Francisco.

10. **SEVERABILITY:** If any term, provision, covenant, or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.

11. **NON-WAIVER:** The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

12. **NO AUTHORITY TO BIND DISTRICT:** Contractor has no authority to enter into contracts or agreements on behalf of District. This Agreement does not create a partnership between the parties.

13. **AMENDMENTS:** No amendment to this Agreement shall be effective unless it is in writing and signed by both parties.

14. **CONFLICT OF INTEREST:** Contractor states that it is familiar with provisions of Section 1090 et seq. and 87100 et seq. of the Government Code and certifies that it does not know of any facts which constitute a violation of said provisions. In the event contractor receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Contractor agrees it shall notify District of such information. Contractor affirms that to the best of its knowledge there exists no actual or potential conflict between its family, business, or financial interests and its services under this Agreement and in the event of change in either its private interests or service under this Agreement, it will raise with the District any questions regarding possible conflict of interest which may arise as a result of such change.
15. INSURANCE: A mark in the space below indicates that contractor agrees to maintain insurance coverage as listed in the Insurance Appendix ________.

16. INDEMNIFICATION: To the fullest extent permitted by law, Consultant shall assume the defense of, indemnify and save harmless the District, its board, officers, and employees (collectively “Indemnitees”), from any claim, loss, damage, injury (including, without limitation, injury to or death of an employee of the Consultant or its sub consultants) and liabilities of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney’s fees and cost of investigation), that arise directly or indirectly, in whole or in part, from (1) the services under Agreement, or any part of such services, and/or (2) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its employees, sub-consultants, or agents in the performance (or non-performance) of services under Agreement, subject to the provisions set forth in the Agreement.

17. COMPLIANCE WITH LAWS AND REGULATIONS: Contractor shall keep informed of all laws and governmental regulations that may affect work. Contractor shall observe and comply with, and shall cause all Contractor’s agents, employees, consultants, and subcontractors to observe and comply with all said laws and regulations, including obtaining business permits and licenses that may be required to carry out the work to be performed under this Agreement.

18. LIABILITY OF DISTRICT: District’s obligations under this Agreement shall be limited to the payment of the compensation as provided for in Section 3 of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall 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.

19. NON-DISCRIMINATORY EMPLOYMENT PRACTICES: It is the policy of the District to provide equal employment and educational opportunity without regard to race, color, national origin, ethnic group identification, religion, age, sex, marital status, sexual orientation, or physical or mental disability. These matters are reflective of Policy Manual Section 3.02 and 5.07 for the San Francisco Community College District. The contractor agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, ethnic group identification, religion, age, sex, marital status, sexual orientation, or physical or mental disability.

20. ENTIRE AGREEMENT/MODIFICATION: This writing sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only by a written document executed and approved in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate on the date specified immediately adjacent to their signatures below.

"District"  "Contractor"
By: _______________________________ By: _______________________________
(Signature of SFCCD person authorized to execute Agreement.) (Signature of Contractor person authorized to execute Agreement.)
Print Name: ___________________________ Print Name: ___________________________
Title: ___________________________________ Title: ___________________________________
Address: ___________________________________ Phone Number: ____________________________
Date: _______________________________
Federal Identification Number or Social Security Number: ____________________________
Request for Proposal
City College of San Francisco
Performing Arts Center
Inspector of Record

Date: ___________________________________

Recommended By:

Signature __________________________________________
Print Name: _______________________________________
Title: ____________________________________________
Address: _________________________________________
Phone Number: ___________________________________
Date: ____________________________________________

Approved as to Form by: Ronald Lee, General Counsel
INSURANCE APPENDIX
(SFCCD Agreement for Services)

The Contractor agrees to the following specific insurance provisions in Sections A & B and their subdivisions as indicated by X or as filled in and initialed. All other provisions on this Appendix B shall be applicable.

The Contractor agrees that approval of the insurance by District shall not relieve or decrease the liability of Contractor.

___ A. Without in any way limiting Contractor’s liability pursuant to the “Indemnification” section of this Agreement, Contractor 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 or not less than $____________________ each accident (Initial)_____________________.

___ (2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence or not less than $____________________ each occurrence (Initial)___________________. Combined Single limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

___ (3) Business Automobile Liability Insurance with limits not less than $1,000,000 each occurrence or not less than $____________________ each occurrence (Initial)___________________. Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

___ (4) Professional Liability Insurance with limits not less than 1,000,000 each claim or not less than $____________________ each claim (Initial)__________________ with respect to negligent acts, errors or omissions, and any deductible not to exceed $1,000.00 each claim.

___ B. Commercial General Liability and Business Automobile Liability Insurance policies must provide the following:

___ (1) Name as Additional Insured the SFCCD, 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:

Contract Compliance Officer
33 Gough Street
San Francisco, CA 94103

The District may change the name and/or address of such person as provided for in paragraph 8 of this Agreement.

D. Should any of the required insurance be provided under a claims-made form, Contractor 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, Contractor must furnish to District certificates of insurance, in form and with insurers satisfactory to District, evidencing all coverage 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 Contractor Thereunder.
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
the ___________________________ of _______________________, the party submitting
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
_____________________________________
(Area Code and Telephone Number)

_____________________________________
(Signature)
Attachment B

DRUG-FREE WORKPLACE CERTIFICATION

I, ___________________________________________, am the _______________________________ of
(Print Name)        (Title)
(Supplier Name)

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

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)
Attachment C

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 covered transactions, 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: _________________________________________________
APPENDIX A

SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PROGRAM
FOR CONSTRUCTION-RELATED
PROFESSIONAL SERVICES CONTRACTING

RULES, REGULATIONS, REQUIREMENTS, AND FORMS
1.01 GENERAL INFORMATION

1. The Consultant must agree to comply with the requirements of the District’s SLBE Program to be eligible for an award of a construction-related professional services contract. The Consultant is responsible for, and must comply with, all the details contained in the Rules, Regulations, Requirements and Forms.

Copies of the SLBE Program for construction-related professional services are available on the District’s web site at: www.ccsf.edu/build.

2. The following agencies maintain lists of certified SLBEs.

<table>
<thead>
<tr>
<th>San Francisco Human Rights Commission (HRC)</th>
<th>San Francisco Community College District (SFCCD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>25 Van Ness Avenue, # 800</td>
<td>1167 Mission Street, 4th Floor</td>
</tr>
<tr>
<td>San Francisco, CA 94102-6033</td>
<td>San Francisco, CA 94103</td>
</tr>
<tr>
<td>(415) 252-2500</td>
<td>(415) 265-5492 extension 24</td>
</tr>
</tbody>
</table>
1.02 REQUIRED FORMS TO BE SUBMITTED

1. Forms that must be submitted with the bid:

| Form 1: | IDENTIFICATION LISTING OF SUBCONTRACTORS, TRUCKERS, SUPPLIERS, AND SUBCONSULTANTS |
| Form 2: | EQUAL OPPORTUNITY AND NON-DISCRIMINATION IN EMPLOYMENT AND WORKFORCE COMPLIANCE CERTIFICATION |

2. Additional forms to be submitted by the successful Bidder after the execution of the contract:

| Form 3: | MONTHLY SUBCONTRACTOR/SUBCONSULTANT PROGRESS REPORT (submitted with each invoice listing all subcontractors, suppliers, truckers and their fees included in the invoice) |
| Form 4: | EXIT REPORT AFFIDAVIT AND FINAL PAYMENT REPORT (submitted before release of retention listing the SBE subcontractors, suppliers, and truckers and their total payments) |
1.03 INSTRUCTIONS FOR COMPLETING THE SLBE FORMS

Form 1: IDENTIFICATION LISTING OF SUBCONTRACTORS, TRUCKERS, SUPPLIERS, AND SUBCONSULTANTS

Form 1 must be submitted with the bid to identify *ALL* subcontractors, suppliers, truckers and subconsultants performing on the project. Form 1 is also used to demonstrate how the Consultant will meet the SLBE subconsulting goal, as well as determining if the Consultant is eligible for evaluation credits. The SLBE goal is set forth in the Request for Proposals or Request for Qualifications.

Form 2: EQUAL OPPORTUNITY AND NON-DISCRIMINATION IN EMPLOYMENT AND WORKFORCE COMPLIANCE CERTIFICATION

Form 2, including the workforce data sheet, must be submitted with the proposal and qualifications and signed by the Consultant.

Form 3: MONTHLY SUBCONTRACTOR/SUBCONSULTANT PROGRESS REPORT

Form 3 should be attached to each request for a progress payment. If the payment request for a subcontractor, supplier, trucker, or subconsultant is included in the requested progress payment, the amount for each business should be specified on the form. Otherwise, the form should state “not applicable.”

The directions for each field of Section II are as follows:

- *Name of Subcontractors, Truckers, Suppliers, and Subconsultants:* List each subcontractor, trucker, supplier, and subconsultant requesting payment for the reported month.

- *Work Performed this Month:* List the services provided by each subcontractor, trucker, supplier, and subconsultant.

- *Invoice No. and Amount Invoiced Current Month:* List the invoice number and the amount invoiced by the subcontractor, trucker, supplier, or subconsultant for the current month.

- *Amount Paid Current Month:* List the amount paid to the subcontractor, trucker, supplier, or subconsultant for the current month.

- *Amount Paid to Date:* List the amount paid to date to the listed subcontractor, trucker, supplier, or subconsultant.
Form 4: EXIT REPORT AFFIDAVIT AND FINAL PAYMENT REPORT

Form 4 should be submitted with the final progress payment application and signed by the Consultant, including all joint venture partners. The Consultant should list ALL subcontractor, supplier, trucker, and subconsultant payments to date. Final payment will not be released without submittal of this Form.

1.04 CONSULTANT’S CONTRACT REQUIREMENTS

The Consultant must comply with the SLBE participation goals that are applied to the original contract whenever a change order is required. A revised Form 1 must be submitted with the amendment indicating how the SLBE participation percentages will be met. No payment on the amendment will be made until the revised Form 1 is submitted and approved by the District.

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

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

Consultant shall fulfill its commitment to utilize and compensate business name to the full extent agreed to under contract with the San Francisco City College District. In the event the Consultant does not fulfill its commitment to utilize the SLBE subconsultant, the Consultant shall nonetheless compensate the subconsultant for the amount specified in its contract with the San Francisco City College District. This provision shall be enforceable in a court of competent jurisdiction.

1.05 SLBE QUALIFICATION REQUIREMENTS

SLBEs that are certified with the San Francisco Human Rights Commission or the San Francisco Community College District are eligible to meet the SLBE goal. Firms meeting the SLBE goal with certified SLBE subconsultants are eligible to receive evaluation credits.
1.06  SUBSTITUTION, REMOVAL OR CONTRACT MODIFICATION OF SLBE

1) No SLBE subconsultant or other business listed on Form 1 is to be substituted or removed from the contract or have its contract modified in any way without prior written District approval.

2) Prior to District approval the subconsultant must be notified in writing of the proposed substitution and be provided the reason(s) for the substitution.

3) In the event of a SLBE substitution the Consultant shall be required to make a good faith effort to replace the substituted subcontractor with another SLBE.

4) During the term of the contract any willful failure to comply with the participation goals agreed upon by the Consultant in the bid shall be deemed a material breach of contract.

1.07  NON-COMPLIANCE AND SANCTIONS

A complaint of discrimination or non-compliance concerning SLBE participation initiated by any party after the contract award will be processed in accordance with the SLBE Programs respectively and the following Rules and Regulations:

1) If the District determines there is cause to believe that a Consultant has failed to comply with any of these requirements, the District shall attempt to resolve the non-compliance through conciliation.

2) If the non-compliance cannot be resolved, the District 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.

A.  Willful or Bad Faith Non-Compliance

1. The District may require reports, information, and documentation from the Consultant as is reasonably necessary to determine compliance with the requirements of the District’s SLBE Program Rules, Regulations, Requirements and Forms for Construction-Related Professional Services Contracting.

2. If the District determines that there is cause to believe that any Consultant or subconsultant has failed to comply in good faith with any of the requirements of the District’s SLBE Program or contract provisions pertaining to SLBE utilization, the District is empowered to conduct an investigation. After affording the Consultant notice and an opportunity to be heard, the District may impose sanctions for each violation.

3. Such sanctions shall include, but are not limited to the following:
a. Declare the Consultant non-responsive and ineligible to receive the award subject to possible forfeiture of the bid bond.

b. Declare the Consultant an irresponsible bidder and disqualify the Consultant from eligibility for providing goods or services to the District for a period of five (5) years, with a right to review and reconsideration by the District after two (2) years upon a showing of corrective action indicating violations would not recur.

c. Declare that the Consultant has willfully failed to comply and impose as liquidated damages, whichever is the greatest:

   1) An amount equal to the Consultant's net profit
   2) Ten percent (10%) to the total amount of the contract
   3) One thousand dollars ($1,000)

B. Appeal of Willful or Bad Faith Non-compliance Finding

1. The Consultant or subconsultant may appeal the District's decision to sustain, reverse, or modify the findings and sanctions imposed within ten (10) calendar days of the District’s issuing a finding.

1.08 SLBE BID PROTEST PROCEDURES

Any Consultant or subconsultant that has submitted a bid for a construction-related professional services project and has knowledge of or suspects a violation by another Consultant or subconsultant, and feels that relevant bids should be rendered non-responsive because of violations of the District’s SLBE policy, may file a formal protest by identifying in writing the violation, particular project, and bid due date.

The District must receive the protest within ten (10) calendar days after the bid opening date. All protest notices must be sent to the attention of City College of San Francisco, Office of Facilities Planning and Construction, 50 Phelan Avenue, B606, San Francisco, CA 94112.
1.09 FREQUENTLY ASKED QUESTIONS

What is an SLBE?

A Small Local Business Enterprise is defined as an independently owned and operated business which is not dominant in its field of operation. The principal office must be located in the County of San Francisco, and have average annual gross receipts of less than $2.5 million for the prior three years.

If I am a SLBE prime consultant can I count myself toward the SLBE subconsulting goal?

Yes, both Consultants and their subconsultants can be counted toward the goal. However, in order to be eligible for the evaluation credits, the Consultant must meet the SLBE goal with certified SLBE subconsultants.

Do I have to meet the SLBE goal if I do not plan to use any subconsultants?

Yes, you do need to meet the SLBE goal or provide the Good Faith Effort. If you do not contract with SLBE subconsultants to meet the participation goal and do not document a Good Faith Effort, your bid could be passed over.

What is considered proof of certification?

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

Where can I find qualified SLBEs?


Who do I contact to get more information?

For more information, contact the District’s Contract Compliance Consultant at (415) 265-5492 extension 24 or sfccdcert@davillier-sloan.com.

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

Complete and submit your good faith effort report. If you are using a good faith effort to meet the subconsulting goals, you must provide the necessary documentation.
FORM 1  IDENTIFICATION LISTING OF SUBCONTRACTORS, TRUCKERS, SUPPLIERS, AND SUBCONSULTANTS

Project Name: ____________________________________________  Bid Date: __________________________

Bidder/Consultant Information
Bidder/Consultant Company Name: __________________________
Business Address: _________________________________________
Telephone: ______________________ Facsimile: ________________  E-Mail: ____________________________
Gender of Owner: □ Male □ Female  Ethnicity of Owner:  Certification: □ DGS □ HRC □ SFCCD

Joint Venture Participation  □ Yes  □ No
Joint Ventures complete this section and attach a copy of the Joint Venture agreement form.

<table>
<thead>
<tr>
<th>List All Joint Venture Partners</th>
<th>SBE / SLBE Certification</th>
<th>Address, Telephone, Fax and E-Mail</th>
<th>Percent of Contract Dollars Awarded to Each Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ DGS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ HRC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ SFCCD</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ DGS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ HRC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ SFCCD</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subcontractor/Subconsultant Trucker, and Supplier Information  SLBE Goal Met: □ Yes  □ No
Complete this section for ALL proposed subcontractors, truckers, suppliers, and subconsultants to work on the contract.

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>E-Mail:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Address:</td>
<td>Type of Work:</td>
</tr>
<tr>
<td>Phone Number/Facsimile:</td>
<td>Award or Percent of Work:</td>
</tr>
<tr>
<td>Gender of Owner: □ Male □ Female</td>
<td>Ethnicity of Owner:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>E-Mail:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Address:</td>
<td>Type of Work:</td>
</tr>
<tr>
<td>Phone Number/Facsimile:</td>
<td>Award or Percent of Work:</td>
</tr>
<tr>
<td>Gender of Owner: □ Male □ Female</td>
<td>Ethnicity of Owner:</td>
</tr>
</tbody>
</table>

*Ethnicity Codes (Tracking Purposes Only)
- CH = Chinese
- AI = American Indian
- ME = Middle Eastern
- AA = African American
- FA = Filipino American
- JA = Japanese
- CA = Caucasian
- HA = Hispanic American
- OT = Other

Certification Agencies
- California Department of General Services (DGS)
- San Francisco Human Rights Commission (HRC)
- San Francisco Community College District (SFCCD)

Revised November 9, 2011  FORM 1 IDENTIFICATION LISTING OF SUBCONTRACTORS, TRUCKERS, SUPPLIERS, AND SUBCONSULTANTS
### Subcontractor/Subconsultant Trucker, Supplier Information

<table>
<thead>
<tr>
<th>Company Name</th>
<th>E-Mail</th>
<th>Business Address</th>
<th>Type of Work</th>
<th>Phone Number/Facsimile</th>
<th>Award or Percent of Work</th>
<th>Gender of Owner:</th>
<th>Ethnicity of Owner:</th>
<th>Certification:</th>
<th>DGS</th>
<th>HRC</th>
<th>SFCCD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Name</th>
<th>E-Mail</th>
<th>Business Address</th>
<th>Type of Work</th>
<th>Phone Number/Facsimile</th>
<th>Award or Percent of Work</th>
<th>Gender of Owner:</th>
<th>Ethnicity of Owner:</th>
<th>Certification:</th>
<th>DGS</th>
<th>HRC</th>
<th>SFCCD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Name</th>
<th>E-Mail</th>
<th>Business Address</th>
<th>Type of Work</th>
<th>Phone Number/Facsimile</th>
<th>Award or Percent of Work</th>
<th>Gender of Owner:</th>
<th>Ethnicity of Owner:</th>
<th>Certification:</th>
<th>DGS</th>
<th>HRC</th>
<th>SFCCD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Name</th>
<th>E-Mail</th>
<th>Business Address</th>
<th>Type of Work</th>
<th>Phone Number/Facsimile</th>
<th>Award or Percent of Work</th>
<th>Gender of Owner:</th>
<th>Ethnicity of Owner:</th>
<th>Certification:</th>
<th>DGS</th>
<th>HRC</th>
<th>SFCCD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Ethnicity Codes (Tracking Purposes Only)

- CH = Chinese
- AI = American Indian
- CA = Caucasian
- ME = Middle Eastern
- HA = Hispanic American
- AA = African American
- FA = Filipino American
- JA = Japanese
- CA = Caucasian
- HA = Hispanic American
- OT = Other

Certification Agencies:

- California Department of General Services (DGS)
- San Francisco Human Rights Commission (HRC)
- San Francisco Community College District (SFCCD)
Form 2   EQUAL OPPORTUNITY AND NON-DISCRIMINATION IN EMPLOYMENT AND WORKFORCE COMPLIANCE CERTIFICATION

The San Francisco Community College District recognizes that it must be build an equal opportunity. (Board Policy 3.02) It is the intent of the Board of Trustees that all prospective bidders shall be in compliance with the provisions of the Equal Employment Opportunity Commission guidelines. (Board Policy 7.09) Each business, prior to being awarded a contract must certify that it does not engage in discriminatory employment practices and it must provide information that verifies its compliance as an equal opportunity employer. The undersigned represents that affirmative steps will be taken to accomplish these policy objectives:

CERTIFICATION

The undersigned is authorized to execute this certificate on behalf of (insert company name) and does hereby certify that the information stated herein are true and correct. The undersigned does further certify that (insert company name) shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, gender, age, marital status, disability, or sexual orientation, and shall comply with all applicable provisions of State and Federal requirements regarding equal employment opportunity and affirmative action reporting and compliance programs.

Furthermore, the undersigned acknowledges the following hiring policy and will take affirmative steps to accomplish said policy objectives:

“*It is the policy of the San Francisco Community College District to encourage its Construction and Construction-related Contractors to recruit and hire students and graduates of San Francisco City College as well as residents of the City and County of San Francisco as their employees.*”

Project Name: __________________________________________________________

Company Name: _________________________________________________________

Owner or Authorized Representative: _______________________________________

Title: __________________________________________________________________

Telephone: (___________________)

Address: __________________________________________________________________

By: _____________________________________________________________________

Signature            Title

Printed Name            Date Signed
# Form 2  EQUAL OPPORTUNITY AND NON-DISCRIMINATION IN EMPLOYMENT AND WORKFORCE COMPLIANCE CERTIFICATION

Company Name: ____________________________  Project Name: ____________________________

## WORKFORCE DATA

<table>
<thead>
<tr>
<th>EMPLOYEE CATEGORIES Status by Job</th>
<th>Male</th>
<th>Female</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>AA</td>
<td>AI</td>
</tr>
<tr>
<td>Officials and Managers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crafts (Skilled)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Semi-Skilled</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clerical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Owner or Authorized Representative: ____________________________  Title: ____________________________  Date: ____________________________

Questions should be directed to the District’s compliance consultant at (415) 265-5492 extension 24 or sfedcert@davillier-sloan.com.

*Ethnicity Codes (Tracking Purposes Only)*

- CH = Chinese
- AI = American Indian
- ME = Middle Eastern
- AA = African American
- FA = Filipino American
- JA = Japanese
- CA = Caucasian
- HA = Hispanic American
- OT = Other
- SF = San Francisco Resident
- CCSF = City College of San Francisco Graduate

Revised November 9, 2011  FORM 2 EQUAL OPPORTUNITY AND NON-DISCRIMINATION IN EMPLOYMENT AND WORKFORCE COMPLIANCE CERTIFICATION
The Prime Contractor/Consultant must complete the Prime Monthly Subcontractor, Trucker, Supplier and Subconsultant Progress Report by and the report must be submitted to SFCCD with the monthly progress payment application.

Project Name: 

<table>
<thead>
<tr>
<th>SECTION I</th>
<th>Prime Name and Address</th>
<th>Telephone Number, Email Address and Facsimile</th>
<th>Amount Invoiced This Month</th>
<th>Total Paid to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION II</th>
<th>Name of Subcontractors, Truckers, Suppliers and Subconsultants</th>
<th>Work Performed this Month</th>
<th>Invoice No. and Amount Invoiced Current Month</th>
<th>Amount Paid Current Month</th>
<th>Amount Paid to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Owner or Authorized Representative _______________________________ Title _______________________________ Date _______________________________

For further instructions on completing FORM 3 please see page 3 of this document. Further questions should be directed to the District’s compliance consultant at (415)265-5492 extension 24 or sfccdcert@davillier-sloan.com.
FORM 4  EXIT REPORT AFFIDAVIT AND FINAL PAYMENT REPORT

To be completed by the Prime Contractor/Consultant, including all joint venture partners, and submitted to SFCCD with the final progress payment application. Final payment will not be released without submittal of this required Form.

PART 1: Final Payment Report

Project Name: ____________________________________________

Contract Start Date: _______________________________________

1. Original Prime Contract Amount: $ ____________________

2. Total Contract Modifications: $ ____________________

3. Total Contract Value including Modifications (Line 1 + Line 2): $ ____________________

4. Total Amount Invoiced this Reporting Period Including Final Payment: $ ____________________

5. Total Amount Paid to Date: $ ____________________

PART 2: Subcontractor, Trucker, Supplier, or Subconsultant Payment Report

<table>
<thead>
<tr>
<th>Name of Subcontractors, Truckers, Suppliers, and Subconsultants</th>
<th>Total Award Amount</th>
<th>Amount Paid to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# FORM 4 EXIT REPORT AFFIDAVIT AND FINAL PAYMENT REPORT CONTINUED...

## PART 3: Exit Report Affidavit

I declare, under penalty of perjury under the laws of the State of California, that the information on this Form is complete and accurate, and that the amounts owed to the subcontractors, truckers, suppliers, and subconsultants, will be paid within 15 days of receiving SFCCD’s final payment under the Contract. The Prime Contractor/Consultant, including each joint venture partner, must sign this form.

<table>
<thead>
<tr>
<th>Owner/Authorized Representative (Signature)</th>
<th>Owner/Authorized Representative (Signature)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name (Please Print)</td>
<td>Name (Please Print)</td>
</tr>
<tr>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>Firm Name</td>
<td>Firm Name</td>
</tr>
<tr>
<td>( ) Telephone</td>
<td>( ) Telephone</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Owner/Authorized Representative (Signature)</th>
<th>Owner/Authorized Representative (Signature)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name (Please Print)</td>
<td>Name (Please Print)</td>
</tr>
<tr>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>Firm Name</td>
<td>Firm Name</td>
</tr>
<tr>
<td>( ) Telephone</td>
<td>( ) Telephone</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>