CITY COLLEGE OF SAN FRANCISCO
REQUEST FOR PROPOSAL RFP 087

INSPECTOR OF RECORD

Due: 2pm MARCH 18, 2014
To:
City College of San Francisco, Purchasing Department
Kathy Hennig, Manager
33 Gough Street
San Francisco, CA 94103
ANNOUNCEMENT
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 involving various public works projects in various classifications on an "On Call" basis. The college district intends to issue contracts to several companies/individuals that can satisfy the requirements outlined in this document.

The projects may include a variety of construction and/or renovation projects at the Ocean Campus and other district educational and administrative sites. The inspection services are anticipated to begin in 2014, with the duration of assignments varying between short and long-term, dependent on the nature of the work. Compensation for services provided will be on an hourly basis.

The RFP package is available, and may be obtained online: www.ccsf.edu/build or from khennig@ccsf.edu

Due Date for response to RFP: March 18, 2014, 2:00 PM

Contact Person: Willie Richmond, Facilities Planning & Construction
Email: wrichmond@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.

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 a variety of public works projects requiring DSA oversight. The College is seeking a consultant that can demonstrate the ability to provide the required DSA Inspection of Record Services. Major consideration will be given to experience and expertise in public works inspection, particularly higher education institution work.

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 – March 2014
Deadline for Questions about RFP – March 10, 2014
Submission of Request for Proposal – March 18, 2014
Probable Interview Dates – April, 2014
Selection of Consultant(s) – late April, 2014

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, and demonstration of past project successes. The College shall select qualified consultants based on lowest not-to-exceed fee proposal to perform the complete scope of DSA-Inspector of Record inspectional services for these projects. The respondents are advised to review the DSA approved construction documents carefully. College may consider interviews if considered necessary.

Interested consultants are advised that inspection services will be divided amongst several firms. The college district shall have the right to determine assignment of work and makes no guarantee on the minimum number of hours that will be assigned to each firm.

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 Owner’s representative, and/or Architect/Engineer of Record 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. When necessary or required, the College may provide a field office, desk and chair, photocopier, telephone and fax. 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 Owner’s representative, and/or Architect/Engineer of Record for proper action.

5. The Inspector shall maintain records of all phases of construction procedures as required by DSA.

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, and/or Architect/Engineer of Record.

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 to 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 Contractor’s Record documents to ensure that they are updated regularly as applicable.

9. The Inspector shall record, **on a daily basis**, an activity report, including but not limited to the following information as it pertains to work inspected:
   
   1. Activities performed by the subcontractors, and areas, where work are performed
   2. Manpower assigned to each Subcontractor and second and third tier subcontractors
   3. Equipment and materials delivered to the site
   4. Weather conditions
   5. Construction equipment and vehicles mobilized on project site and note daily when they are utilized.
   6. Nature and location of the work being performed.
   7. Verbal instructions and clarifications of the work given to contractor.
   8. Inspection by representatives of regulatory agencies.
   9. Note occurrences or conditions that might affect Contract Sum or Contract Time
   10. 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 on the part 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.

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13. Inspector shall assist the Owner’s Representative, and/or Architect/Engineer of Record 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 XX Owner’s representative, and/or Architect/Engineer of Record, 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 the review of XX Owner’s representative, and/or Architect/Engineer of Record’s Payment Requests and/or progress payments 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 item via a punch list and submit to the XX Owner’s representative, and/or Architect/Engineer of Record.

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 XX Owner’s representative, and/or Architect/Engineer of Record 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 “Indemnities”), 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 (4) 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 "DSA Inspector of Record Services, Request for Proposal RFP 087"

By mail or hand delivery to: Kathy Hennig, Manager
Purchasing Department
33 Gough Street
San Francisco, CA 94103

Response to this Request for Proposal must be received by 2:00 pm March 18, 2014. 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 Purchasing at khennig@ccsf.edu

All questions must be received prior to 5:00 pm, March 10, 2014. Responses to these questions will be posted on the Facilities Planning website and emailed to interested parties registered with Purchasing.

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. 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). 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.

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9. Fee Proposal. In a separate sealed envelope, marked with firm name, include an itemized fee 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, March 18, 2014
The submittal (Response to this RFP) must be complete. All required documents must arrive at Purchasing 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. 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: __________
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.

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
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:** Each party (Contractor and District) shall defend and indemnify and hold the other party, its officers, agents or employees harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this agreement but only in
proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

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: ____________________________________________________________________________
(Signature of SFCCD person authorized to execute Agreement.)
Print Name: ______________________________________________________________________
Title: ___________________________________________________________________________
Date: ___________________________________________________________________________

By: ____________________________________________________________________________
(Signature of Contractor person authorized to execute Agreement.)
Print Name: ______________________________________________________________________
Title: ___________________________________________________________________________
Address: _______________________________________________________________________
Phone Number: ___________________________________________________________________
Federal Identification Number or Social Security Number: _____________________________
Date: ___________________________________________________________________________

Recommended By:

__________________________________________
Signature
Print Name: ________________________________
Title: __________________________________________________________________________
Address: _______________________________________________________________________
Phone Number: _____________________________
Date: _____________________________________

Approved as to Form by: Ronald Lee, General Counsel

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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.
INSPECTOR OF RECORD  
RFP 087  
Attachment A  
NON-COLLUSION AFFIDAVIT  

STATE OF CALIFORNIA  
COUNTY OF ____________________

I, ____________________________, being first duly sworn, deposes and says that I am
(Typed or Printed Name)
the __________________________, 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)
INSPECTOR OF RECORD  
RFP 087  
Attachment B  
DRUG-FREE WORKPLACE CERTIFICATION

I, _______________________________, am the _______________________________ of _______________________________. I declare, state and certify to all of the following:

Supplier Name


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:
  1. The dangers of drug abuse in the workplace;
  2. Supplier's policy of maintaining a drug-free workplace;
  3. The availability of drug counseling, rehabilitation and employee-assistance programs; and
  4. 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____.

_____________________________ (Signature) ___________________________ (Printed Name)

(City and State)

INSPECTOR OF RECORD  
RFP 087  
INSPECTOR OF RECORD
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,” “principal,” “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, debarred, 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

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SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PROGRAM

RULES, REGULATIONS, AND REQUIREMENTS

For Construction-related Professional Services Contracts

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

E. 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 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:

“____________________, 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 Purchasing 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, Purchasing, 33 Gough Street, San Francisco, CA 94103.