

CITY COLLEGE OF SAN FRANCISCO
REQUEST FOR PROPOSAL #133

**CHINATOWN / NORTH BEACH CAMPUS
COMMUNITY MONITOR
RFP# 133**



Respond to: Purchasing/City College of San Francisco
33 Gough Street
San Francisco, CA 94103
415 487 2413

Responses due by Thursday, May 14, 2009, 2:00 PM

Request for Proposal #133 CNB Community Monitor

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REQUEST FOR PROPOSAL #133
CITY COLLEGE OF SAN FRANCISCO
CHINATOWN / NORTH BEACH CAMPUS
COMMUNITY MONITOR

ADVERTISEMENT

City College of San Francisco announces a Request for Proposal (RFP) seeking interested and qualified consultants to provide local hiring monitoring services related to construction of the new Chinatown/North Beach Campus in San Francisco, CA. Construction is anticipated to begin in April 2009 and final occupancy by January 2011. The project is targeting a LEED™ Gold Certification. The RFP package will be available on April 24, 2009 and may be obtained at www.ccsf.edu/build.

RFP copies and questions should be sent via email to khennig@ccsf.edu.

The deadline for response to the RFP is: **Thursday, May 14, 2009, 2:00 PM**

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.

Advertising Dates: April 26, 2009 and May 5, 2009

BACKGROUND

City College of San Francisco, hereby referred to as the "College", is soliciting proposal from interested and qualified consultants to assist the District in strengthening enforcement of the good faith local hiring provisions related to the construction of the new Chinatown/North Beach Campus. The project is for two buildings, totaling 200,000 gross square feet, 14-stories and 4-stories, in San Francisco, CA, with a project construction budget of \$105,000,000. Construction is anticipated to begin in April 2009 and final occupancy by January 2011. The buildings will contain an auditorium, laboratories, classrooms, faculty and administrative offices. This Community Monitor (CM) shall serve as head of the Local Hiring Oversight Committee (LHOC), meeting once a month, and provide regular reports to the Board of Trustees on progress toward the local hiring goal of 35% on this project.

SCOPE OF WORK

The scope of work includes but is not limited to the following:

- This Community Monitor (CM) shall serve as chair of the Local Hiring Oversight Committee (LHOC), with members selected by the College Chancellor. The LHOC shall meet no less than once every 30 days for the term of the Project. This committee will regularly advise on the "good faith" hiring efforts and the requirements of the Project Labor Agreement (PLA) regarding the employment of employee(s) or eligible CCSF trainee(s) enrolled and participating in an approved construction training course, as per Section 3(b) of that agreement.
- The CM, along with the LHOC and Joint Administrative Committee, shall ensure all "good faith efforts" are practical, open and transparent.
- The Community Monitor (CM), as committee chair, shall assure the LHOC meets no less than once every 30 days during the project. These meetings shall be open to the public subject to the Brown Act.
- The CM shall provide a report to the College Board of Trustees, every 30 days (according to the Board Meeting Schedule) beginning no later than May 30, 2009, citing outreach activities and progress toward 35% hiring goal, by trade.
- The CM shall frequently meet with community leaders, labor union representatives, Bovis Lend Lease, construction management firms, the Board of Trustees, the LHOC, CCSF staff, and others as required. These meetings typically occur during afternoon and evening hours. The candidate is hereby notified this position involves evening work throughout contract period.
- The CM shall be responsible for providing his/her own vehicle, special equipment, personal computer and related equipment, printer and any clerical support and other goods and supplies necessary to perform services as required by the scope of work.
- The CM shall inspect and verify Contractor's payroll/hiring documents to ensure they support College's local hiring goals. This may require a daily presence for independent verification, for approximately 2 years.
- The CM shall submit monthly monitoring and tracking reports with documentation, including step by step procedure documentation of how reports were developed.
- The CM shall facilitate in coordinating outreach activities to targeted local population, for approximately 2 yrs.
- Prior to commencement of work, CM shall work with the Construction Manager, Joint Administrative Committee, LHOC, and the Board of Trustees to develop a Monitoring Plan for the project.
- The initial contract period will be one year, with a one year option to renew, for the estimated two year construction period. Respondents should be available for a two year period.
- There is a proposed incentive payment not to exceed \$10,000 if local hiring goal of 35% is reached during contract. Contract payments will be based on milestones.

Minimum Qualifications:

Min. 5 yrs/ experience working in construction-related projects.

Bi-lingual, preferably in Spanish and/or Chinese-languages.

Thorough knowledge of local labor and construction markets.

Flexible schedule to accommodate frequent evening/weekend meetings.

Desirable Qualifications

Fluent in Spanish and/or Chinese languages or have access to staff members who are.
Demonstrated experience with similar outreach efforts, providing evidence of community relations work.
Bay Area (California) based.

Small Local Business Enterprise (SLBE)

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. See Appendix.

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, subconsultants, or agents in the performance (or non-performance) of services under Agreement, subject to the provisions set forth in the Agreement.

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.

SUBMISSION REQUIREMENTS

The RFP package will be available on April 24, 2009 and may be obtained at www.ccsf.edu/build. Requests for a copy to be mailed should be sent via email to Kathy Hennig at khennig@ccsf.edu. In one package, include four (4) bound copies of your response to this Request for Proposal and one compact disk/flash drive containing all information in electronic PDF format.

- (1) Letter of Interest – 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
- (2) Contact Information Form
- (3) Firm qualifications - Type of organization, size, brief history of firm, professional registration, certifications and affiliations, current projects and present workload
- (4) Key Staff - Names, qualification, resumes, experiences and classifications of key staff proposed for this project. Note: work is to be done by person/firm submitting the proposal.
- (5) Relevant Experience - Outline of recent outreach projects with similar scope of services and scale, showing community relations experience.
- (6) References – Contact information for similar community relations work and outreach projects.
- (7) SLBE Forms
- (8) Proposed work plan as to how you'd approach this project.

Total RFP response should not exceed 22 pages.

In a separate sealed envelope, include an itemized fee/monthly schedule as basis to perform the scope of services in a separate sealed envelope including hourly rates. After the selection of a Consultant, the College may negotiate the fees under which the work shall be performed.

Please mark envelope with your firm name and:

"RFP 133 – Chinatown/North Beach Campus Community Monitor" Deliver by hand or by courier to be received at or before **Thursday, May 14, 2009, 2:00 PM. Do not exceed 22 pages.**

To: City College of San Francisco Attn: Kathy Hennig Phone: 415-487-2413
33 Gough Street
San Francisco, CA 94103 Fax: 415-241-2326

All relevant questions concerning the Request for Proposal or Scope of Services shall be directed in writing to Kathy Hennig at khennig@ccsf.edu. All questions **must be received prior to 2:00pm, May 7, 2009**. Answers to these questions will be sent to prospective consultants registered with Purchasing. No answers will be given on an individual basis. The College requests prospective consultants refrain from contacting any other party regarding the work for these projects.

SELECTION CRITERIA

The College shall review Proposal of all applicants for these projects to determine applicant's technical capability and experience to provide the required monitoring services. The qualification review shall include an evaluation of capabilities, similar project experience of key staff, project successes and the proposed work plan for the project. The College shall review exceptions taken by applicants and fee schedule shall not be included in the selection criteria. The College may consider interviews if considered necessary.

SELECTION SCHEDULE

Submission of Request for Proposal – May 14, 2009

Submittal Review Process – May 15, 2009 to June 10, 2009

Notification to Applicants for Possible interviews – June, 2009

Selection of Consultant – approx. June, 2009

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.

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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: _____ By: _____
(Signature of SFCCD person authorized to execute Agreement.) (Signature of Contractor person authorized to execute Agreement.)

Print Name:

Print Name:

Title:

Title:

Address:

Date:

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

**INSURANCE APPENDIX
(SFCCD Agreement for Services)**

The Contractor agrees to the following specific insurance provisions in Sections A & B and their sub-divisions 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.