



CITY COLLEGE OF SAN FRANCISCO

PURCHASING DEPT.
33 Gough Street
San Francisco, CA 94103

Proposal No. #079

REQUEST FOR PROPOSAL

**Closing Date: February 5, 2010
@ 4:00 pm P.S.T.**

Subject: Furnish Commercial Real Estate Professional Brokerage Services to identify and negotiate a lease of a suitable replacement college campus location for Ft. Mason Campus (approx. 23,000 sq. ft.)

Timeline: A period of up to eighteen months (18) from date of a fully executed Contract.

Company _____	Name _____
Street Address _____	[PRINT OR TYPE]
Contact _____	Signature* _____
State _____ Zip Code _____	Title _____
Tel. No. _____ Fax No. _____	Date _____
E-Mail _____	<i>*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.</i>
Federal Tax I.D. No. _____	SUBMITTED PROPOSALS MUST HAVE AN ORIGINAL SIGNATURE.
City of San Francisco Business Tax License #: _____	

FOR CONSIDERATION AS A RESPONSIVE PROPOSAL, THE FOLLOWING IS REQUIRED:

- 1) Proposal must be submitted on official College District proposal forms with required attachments.**
- 2) All information on this Request for Proposal cover page must be completed and signed with an original signature.**
- 3) Proposal must be submitted on or before the exact closing date and time. Proposal received after the exact closing date and time will NOT be considered.**
- 4) All proposer(s) must complete the Vendor Data Form and provide 1099 information.**
- 5) Due to the specific location requirements, experienced local respondents are preferred.**

TABLE OF CONTENTS

I. Background, Scope of Work.....	3
II. Specifications	
III. Pricing Submittal	
IV. RFP Process	
V. Specific Provisions	
Forms	
Proposer’s References.....	15
Proposer’s Statement of Subcontractors	16
Vendor Data Sheet	17
Drug-Free Workplace	18
Non-Collusion Affidavit	20
Certificate Regarding Federal Debarment and Suspension	21

I. BACKGROUND, SCOPE OF WORK, AND OBJECTIVE

A. BACKGROUND

The CITY COLLEGE OF SAN FRANCISCO, also known as the San Francisco Community College District (“College District”) Administrative Services Department provides real property related services for the College District. The College wishes to acquire professional brokerage services from commercial real estate companies specializing in property transactions in the San Francisco area to identify and negotiate a long term property lease for a college campus. This RFP shall be awarded to the party determined, by the College District, to provide the overall best value to the College District, based on the RFP requirements, including proposed costs. Local firms are preferred.

Property information summary and map of current property to be replaced is available at <http://www.ccsf.edu/NEW/en/our-campuses/fort-mason.html>

B. SCOPE OF WORK

Principal responsibilities: to maximize commercial real estate lease/sales opportunities on behalf of the College District by providing professional brokerage services, and to provide accurate and detailed record keeping for all services related to property transactions. The Proposer(s) shall represent only the College District in the property transactions listed herein. Specific requirements include:

Classrooms, workshops, office space, storage. Number of rooms desired: > 24 (TBD)

Square footage: a min. of 20,000 classroom and office, approx. 23,000 total including restrooms, lobby, stairs, hallway (common) areas. (It should be noted these numbers are general and specific needs will be clarified throughout the process).

Semi-industrial location, which can accommodate high voltage requirements, heat-resistant rooms for kilns, a dark room for photography, a ventilation system for odorous fumes, and a sewage system that would allow for the monitoring of possible toxic waste.

ADA accessible restrooms and dock door access.

On-site parking, with site close to public transportation.

Access to site: 7 am to 10 pm, M-F, 8-3 pm Sat.

Lease must be completed by Summer 2010 so as to allow for leasehold improvements.

II. SPECIFICATIONS

A. CORE REQUIREMENTS

The principal responsibility of the Proposer shall be to provide services to facilitate the lease of property, with particular emphasis on assessment of property lease opportunities, interpretation and assessment of current market trends. The professional brokerage services shall include, but are not necessarily limited to:

1. Analysis of the real estate being replaced (Ft. Mason) and input from users.
2. Assessment of current market conditions and of lease/purchase opportunities.
3. Development of a search plan.
4. Property Valuation Estimates (Broker Opinion of Value).
5. Lease and transfer timeline projections.
6. Negotiations.
7. Transaction Execution.
8. Monitor and close lease.
9. Reports: Proposer shall submit progress reports, comparable data, and current listings in an electronic format specified by the College. All such reports become the property of the College District, unless otherwise agreed to in writing by both parties. Subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 et. seq, (i), the College District shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared by Proposer under this Agreement.

The Proposer must have a current Real Estate Broker or Sales License, a copy of which must be included in the response to the RFP.

B. QUALIFICATION AND EXPERIENCE

To enable the College District to evaluate the qualifications and experience of the Proposer(s) please provide the following information with your submittal:

1. Organization Structure/Key Staff:

Describe your organizational structure as it relates to the provision of professional brokerage services to the College District. List dedicated staff, and describe their reporting relationships.

2. Resumes/Experience:

For all brokers/sales persons to be assigned to College project, provide detailed resumes with your firm's submittal. The resumes shall include: name, current duties, years of relevant experience, years of education and extra qualifications/licensing, at a minimum.

3. Search Plan:

Proposer shall describe how they would develop and implement a search plan to maximize the College District's interests in a lease. The plan shall include, but not be limited to, the following areas:

- a. Qualifying prospective properties.
- b. Market surveys.
- c. Report preparation in Microsoft-compatible format.
- d. Proposal/offer evaluation and negotiation strategy.
- e. Updates as required.

4. References:

(a) Name, title and phone number of three (3) client contacts, (b) Description of three (3) property transactions within the past three (3) years (address, square footage, property characteristics), (c) Length of Assignment (start/end dates, major milestones, and project scope). The ability to perform comparable work for a College District or public agency of similar size is desirable. Previous experience in commercial leases transactions will be an important consideration.

III. PRICING SUBMITTAL

PRICE PROPOSAL PAGE - INSTRUCTIONS

Proposers shall submit their proposal for pricing on College District's Price Proposal grid. Only the College's Price Proposal pages will be accepted. Percentage offer calculations shall be inclusive of all fees and costs associated with this contract. No other charges will be considered. Price offer calculation is required to be fixed for the term of the contract.

IV. PRICING GRID

Proposer (s) shall provide a percentage of gross rental price on the property transaction below. The percentage can be to the hundredth of a percent.

Description	Commission Percentage
Relocation of Ft. Mason campus within San Francisco county	_____ %

Clarify any points regarding your commission offer:

What makes your firm's services unique?

Is your firm a registered small, local, minority, women or disabled-owned (51% or greater) business? If so, provide a copy of certification from City/County of San Francisco, the State of California, or other government agency for our records.

Company _____

Street Address _____

City/State _____ Zip Code _____ Tel. No. _____

Signature _____ Date _____

Title _____

V. RFP PROCESS

A. PROCUREMENT SPECIALIST – ISSUING OFFICE

Proposer(s) who have received this Request for Proposal, (RFP) from a source other than the College on the cover page should immediately contact Purchasing @ khennig@ccsf.edu to provide contact information in order addenda or other communications can be sent to them. Proposer(s) who fail to notify Purchasing with this information assume complete responsibility in the event that they do not receive communications prior to the closing date.

B. QUESTIONS

Proposer(s) are responsible for reading carefully and understanding fully the terms and conditions of this RFP. Requests for clarification or additional information must be made in writing to Peter Goldstein and received via email no later than January 28, 2010 (12:00 noon). Such requests should contain the following: “QUESTIONS: RFP #079”. Electronic mail is the only acceptable method for submission of questions. Please e-mail Peter Goldstein at Pgoldste@ccsf.edu.

C. SUBMISSION OF PROPOSALS

1. Proposals shall be:

- a. Submitted in the format set forth;
- b. Made in the official name of the firm or individual under which Contractor’s business is conducted (including the official business address);
- c. Proposer(s) must complete and sign the RFP cover page with an original signature, by a person duly authorized to commit the successful Contractor to the contract acknowledging any addenda. Failure to submit the RFP cover page as specified will result in rejection of the Proposal;
- d. Submitted in envelopes marked with the assigned RFP number and closing date/time referenced on the outside of the envelope (lower left corner);
- e. **Separated into Proposal Response and Price Response;** and addressed to Purchasing as identified on the cover page of this RFP.

Proposer(s) must submit one (1) original and three (3) copies of the Proposal plus one (1) original and three (3) copies of the Price Response **sealed under separate cover**. Attachments shall be provided in the same manner. Commingling of proposal response and price information or failure to submit the two (2) parts separately and sealed may cause it to be rejected as non-responsive and not acceptable. Faxed Proposals will not be accepted.

D. CLOSING DATE

Proposals must arrive at the location, date, and time identified on the cover page of this RFP. There will be no public opening of the Proposals. The names of Proposer(s) will not be released until announcement of award.

E. LATE SUBMISSIONS

Mailed proposals should allow sufficient delivery time to insure timely receipt by the issuing office. Any Proposal, modifications to or request for withdrawal of proposal, or Best and Final Offers (BAFO) arriving after the closing date and time will be considered late. Delivery of the Proposal to the specified location by the prescribed time and date is the sole responsibility of Proposer(s).

F. TWO (2) PART PROPOSAL RESPONSES

The selection procedure for this procurement requires an independent evaluation of the proposal and price responses. Consequently, Proposer(s) shall submit Proposals in two (2) separately sealed envelopes as specified below.

1. Part I – Technical Proposal Response

a. Executive Summary

The Executive Summary shall contain a brief narrative of how the Proposal meets the needs of the College incorporating Proposers' understanding of the scope of work, and objective as specified in the RFP. Describe the firm's corporate philosophy with particular emphasis on client support, the unique qualities of the firm, connections within the community, etc. In addition, please describe how the potential for conflicts of interest will be minimized.

Proposer(s) must expressly indicate that the Proposal satisfies and is fully capable of providing each point of the RFP. Additionally, Proposer(s) must explain any exception or deviation from the requirements in the RFP.

b. Complete Signed Copy of RFP Cover Page

The RFP cover page must have an original signature, by a person duly authorized to commit the successful Contractor to the contract, acknowledging any addenda. Failure to submit the RFP cover page as specified will result in rejection of the Proposal.

c. Organizational Structure, Resumes and Search Plan

d. Additional Submittals/Forms

(1) Proposer's References (use attached form).

- (2) Proposer's Statement of Subcontractors (use attached form).
- (3) Copy of Real Estate Broker or Sales License. Identify any license infractions during the past five (5) years, as well as any ensuing actions taken by the DRE.
- (4) Vendor Data Sheet (use attached form).
- (5) Drug-Free Workplace (use attached form).
- (6) Non-Collusion Affidavit (use attached form).
- (7) Certificate Regarding Federal Debarment and Suspension

2. Part II – Price Proposal

a. Price Proposal Pages

Proposer(s) shall submit pricing proposals on the College District's Price Proposal page, clarifying any terms and conditions being offered.

G. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

- 1. Insurance requirements as specified in Section VI.
- 2. Taxpayer Identification Number (Form W-9).
- 3. Business Tax License as specified.

H. EVALUATION COMMITTEES

A committee may be established to review and rate proposals. The evaluation committee may be composed of representatives from CCSF legal, faculty, District Business Office, the Board of Trustees, college administration, and outside professionals.

I. ACCEPTABILITY OF PROPOSALS

Purchasing shall determine which Proposers have met the requirements of the RFP. Failure to comply with any mandatory requirement will disqualify a Proposal. The Purchasing Manager shall have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature. Minor irregularities that are immaterial or inconsequential in nature may be waived, whenever it is determined to be in the College District's best interest.

The College District may accept a proposal other than the lowest priced offer. College District Administration may conduct discussions with Proposers in any manner deemed necessary to best serve the interests of the College District.

J. TECHNICAL EVALUATION

The Evaluation Committee shall conduct its evaluation of the technical merit of the Proposals in accordance with this solicitation. The criteria that may be used for the technical evaluation of Proposals for this procurement are listed below:

1. Organization Structure, Qualifications and Experience of Staff.
2. Search Plan, Technical Approach and Strategy.
3. Past Performance as indicated by References.
4. Oral Presentation, Interview and Establishment of Rapport with Key Personnel.

The Committee may request additional technical assistance from any source. References shall be checked during the evaluation process.

K. PRICE EVALUATION

Proposers are required to submit a Price Proposal. Additionally, the College District reserves the right to require, during the evaluation, copies of the most current Annual Report or audited Statement of Financial Condition (Balance Sheet, Income Statement, Cash Flow Statement) or other acceptable financial information. These documents will be used in determining Proposers' financial condition.

L. INTERVIEWS

Interviews may be scheduled with the Evaluation Committee, Chancellor, or designated representatives, in order to clarify proposals. The purpose of the interviews is to determine if the College District is able to establish rapport and a productive professional working relationship with these individual(s). Any costs incurred for these interviews are the responsibility of the Proposer.

M. NEGOTIATION

If it is determined that discussion is in the best interest of the College District, the Proposers in the competitive range will be advised to submit a Best and Final Offer (BAFO) for consideration after discussions are held.

N. COLLEGE DISTRICT'S UNILATERAL RIGHT

The College District reserves the unilateral right to cancel this RFP, in whole or in part, or reject all Proposals submitted in response to this RFP when such action is determined to be fiscally advantageous or otherwise in the best interest of the College District; the unilateral right to award a contract in whole or in part; to award a contract to one or more Proposers; to waive or permit cure of minor irregularities; and to conduct discussions with Proposers in any manner necessary to serve the best interest of the College District.

O. BASIS OF AWARD

The Evaluation Committee will recommend contract award to the responsible Proposer(s) who's Proposal is determined to provide overall best service and value to the College District, considering the evaluation factors in this RFP, including price.

P. INCURRED EXPENSES

The College District will not be responsible for any expenses incurred by Proposers in preparing and submitting a Proposal or best and final offer or in making an oral presentation or demonstration.

VI. SPECIFIC PROVISIONS

A. ROLES OF THE CITY COLLEGE OF SAN FRANCISCO CHANCELLOR, VICE CHANCELLOR, AND CONTRACT ADMINISTRATOR

The Chancellor and Vice Chancellor of Finance and Administration are CITY COLLEGE OF SAN FRANCISCO's authorized representatives for all pre-contract matters related to this contract. Throughout the duration of the contract, the Vice Chancellor or his designee shall have the authority to modify any provisions of this contract including the statement of work, pricing, or any other sections in accordance with the applicable General Provisions for Proposals. The College District's Contract Administrator or designee shall be the principal contact for post-award technical matters. The Contract Administrator or designee shall have no authority to modify any provisions of this contract.

B. INSURANCE REQUIREMENTS

All required insurance shall be submitted to Purchasing within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified shall be cause for the Proposal to be rejected as non-responsive and not acceptable. The Proposer shall maintain insurance in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract.

All policies must have a thirty (30) day non-cancellation clause giving the College District thirty (30) days prior written notice in the event a policy is canceled. Insurance coverage must be from insurers licensed in the State of California, rated at least "A-, VI" or better by the current A.M. Best Key Rating Guide and approved by the College District. Non-admitted surplus lines insurers may be accepted provided they appear on the current California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet College District requirements. The following coverage shall be required:

1. Commercial General Liability with coverage for bodily injury, including death, and property damage with limits of at least one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) aggregate. Coverage shall be written on an occurrence form which shall be endorsed to provide that it is primary and non-contributory to any insurance carried by the College District. In addition, the College, its elected officials, officers, employees, agents and representatives shall be named as additional insureds pursuant to a separate endorsement, CG2010 (11/85) or equivalent.
2. Automobile Liability coverage with limits of at least one million dollars per occurrence, combined single limit (\$1,000,000.00 CSL) for owned, non-owned and hired vehicles ("any auto"). The College, its elected officials, officers, employees, agents and representatives shall be named as additional insureds pursuant to a separate endorsement unless the coverage is written on a standard

ISO CA 00-01 policy in which case, no separate endorsement is required although the additional insured status must be noted on the certificate.

3. Worker's Compensation insurance in an amount to satisfy statutory requirements for all employees subject to the California Labor Code provisions; in addition, Employer's Liability coverage with limits of at least one million dollars (\$1,000,000.00) per employee shall be provided. The policy shall be endorsed to include a waiver of subrogation in favor of the College District.
4. Professional Liability insurance is required. The successful Proposer shall obtain, at its sole cost and expense, Professional Liability coverage with limits of at least one million dollars (\$1,000,000.00) per occurrence and four million dollars (\$4,000,000.00) aggregate, covering the risk of errors and omissions, negligent acts and costs of claims/litigation, including investigation and court costs. If the coverage is written on a "claims-made" form, the successful Proposer must ensure that the policy retro date is on or before the date of the award of this RFP and that coverage is maintained or the policy has a reporting period of at least three (3) years following completion or termination of the performance of professional services under this RFP.

C. GENERAL PROVISIONS

Except as otherwise specified herein, the CITY COLLEGE OF SAN FRANCISCO Agreement for Professional Services, dated 5/27/09, (on file in the Administrative Services Office) are incorporated as part of this Proposal and any resulting contract by reference. The Agreement is available online at <http://www.ccsf.edu/Forms/contractPS.html> or via request from Purchasing by calling (415) 487-2413.

By signing and/or authorizing the Proposal submittal, the Proposer acknowledges that they have read and understood the meaning, intent, and requirements of said Agreement; and acknowledge said Agreement for Professional Services is included as part of this Proposal.

D. INDEPENDENT CONTRACTOR

It is understood and agreed that the Proposer is an independent Contractor of the College District and not an employee. The College District shall not withhold income taxes, social security, or any other sums from the payments made to the successful Proposer. If the successful Proposer employs persons in the performance of this contract, those persons shall in no way be considered employees of the College, and the successful Proposer bears full responsibility for compensating those persons.

E. SUBCONTRACTING

The successful Proposer shall not subcontract all or any part of the work to be performed pursuant to this request for proposal without the prior written approval of Purchasing.

F. NON-DISCRIMITORY 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 the San Francisco Community College District Policy Manual Sections 3.02 and 5.07. The Contractor agrees that in connection with all work performed under contract, there be no discrimination against any employee or prospective employee engaged in work under this Agreement because of race, color, national origin, ethnic group identification, religion, age, sex, marital status, sexual orientation, physical or mental disability, or status as a Vietnam-era veteran. To violate this Agreement would constitute cause for immediate termination of this Agreement by the District.

G. INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless CCSF, its Board of Trustees, officers, employees and agents from any and all claims, loss, damage, injury, and liability of every kind and nature including those from or on behalf of employees of the Contractor, arising directly or indirectly from Contractor's performance of this Contract, including but not limited to, the use of facilities or equipment provided by CCSF or others, regardless of the active or passive negligence of whether liability without fault is imposed or sought to be imposed on CCSF, its Board of Trustees, officers, employees and/or agents except to the extent that such claim, loss, damage, injury or liability is the result of the sole negligence or sole willful misconduct of CCSF, its Board of Trustees, officers, employees and/or agents. Contractor specifically acknowledges and agrees that it has an independent obligation to defend CCSF, its Board of Trustees, officers, employees and agents from any claim, which actually or potentially falls within this indemnification provision even if such claim is or may be groundless, fraudulent or false.

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

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

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

PROPOSER'S REFERENCES RFP 079

Provide a minimum of three (3) references where transactions of a similar size and nature were performed within the past three (3) years.

Proposer's Name: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Sq. Footage: _____ Contract Dates: _____

Project scope and milestones: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Sq. Footage: _____ Contract Dates: _____

Project scope and milestones: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Sq. Footage: _____ Contract Dates: _____

Project scope and milestones: _____

PROPOSER'S STATEMENT OF SUBCONTRACTORS RFP 079

The Proposer is **required** to state below all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor. Failure to provide details of Subcontractors may be grounds for rejection of proposal. NOTE: Add additional pages if necessary.

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____
of (Print Name) (Title)

_____. I declare, state and certify to all of the following:
(Supplier Name)

I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.

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

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Supplier's workplace and specifying actions which will be taken against employees for violation of the prohibition;

Establishing a drug-free awareness program to inform employees about all of the following:

- (i) The dangers of drug abuse in the workplace;
- (ii) Supplier's policy of maintaining a drug-free workplace;
- (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations;

Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Supplier in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

Supplier agrees to fulfill and discharge all of Supplier's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

Supplier and I understand that if the District determines that Supplier has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Supplier and I further understand that, should

RFP 079

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF _____

I, _____, being first duly sworn, deposes and says that I am
(Typed or Printed Name)

the _____ of _____, the party submitting
(Title) (Bidder Name)

the foregoing Bid Proposal (“the Bidder”). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____ day of _____, 20__ at _____
(City, County and State)

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

_____ Name

_____ Address

(_____) _____

(Signature)

RFP 079

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

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

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective contractor certifies that it has not and will not provide any gratuities to any agency elected or appointed official, employee, representative, or consultant in connection with the award or administration of the contract that is expected to result from this solicitation.
3. The prospective contractor shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principle,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective contractor further agrees by submitting this proposal that it will include this clause title, “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion — Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, ineligible, or voluntarily excluded from 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: _____