SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

CITY COLLEGE OF SAN FRANCISCO

REQUEST FOR PROPOSAL (RFP) # 2021-020

INSURANCE BROKERAGE AND RISK MANAGEMENT CONSULTING SERVICES

Issuing Date: January 25, 2021

Proposals Due Date: February 26, 2021

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PROPOSALS SUBMITTED BY E-MAIL ONLY

NOTE: Updates, changes or addendums to the RFP are posted at CCSF's website under Bid Opportunities:

https://www.ccsf.edu/en/employee-services/district-business-office/purchasing/vendors/bid_opportunities.html

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Appendix A Sample Service Agreement (Professional Services Contract)
https://archive.ccsf.edu/BOT/Legal/Independent_Consultant_Services_Agreement_CCSF.pdf

Appendix B Vendor Data Form
https://archive.ccsf.edu/dam/Organizational_Assets/Department/dbo/Purchasing/Vendor_File_Maintenance_Request.pdf

Appendix C CCSF Travel Policies and Procedures
https://archive.ccsf.edu/BOT/Board_Policies/2/BP_2.19_District_Travel.pdf

Appendix D For more information about the CCC Accessibility Standard, please visit the Accessibility Center Policy, Standards & FAQs page.

Appendix E COVID-19 Policies and Procedures
https://www.ccsf.edu/sites/default/files/2020/document/CCSF-R2C-and-Covid-19-Training-Plan_0.pdf

SECTION 1 – OBJECTIVE, OVERVIEW, AND TERM

1.1 OBJECTIVE

San Francisco Community College District, also known as City College of San Francisco, ("the District" or "College") is requesting Proposals from qualified companies for comprehensive insurance brokerage and risk management consulting services, exclusive of employee benefits and workers' compensation.

The purpose of this RFP is to obtain qualifications and fee proposals from firms to provide property and liability insurance, brokerage, and risk management services on behalf of the District for various insurance exposures. The District seeks to select one firm who will be the most effective and proactive partner in providing insurance brokerage services and risk management solutions for protecting the District's assets, reducing its risk management costs and providing a high level of customer service.

1.2 CALIFORNIA COMMUNITY COLLEGES

The California Community Colleges is the largest system of higher education in the nation, with 2.1 million students attending 115 colleges. Our colleges provide students with the knowledge and background necessary to compete in today's economy. With a wide range of educational offerings, the colleges provide workforce training, basic courses in English and math, certificate and degree programs and preparation for transfer to four-year institutions.

1.3 CITY COLLEGE OF SAN FRANCISCO

1.3.1 Description

The San Francisco Community College District better known locally as City College of San Francisco (CCSF) is a public, two-year community college accredited by the Accrediting Commission for Community & Junior Colleges of the Western Association of Schools and Colleges. Since its founding in 1935, City College has evolved into a multicultural, multi-campus community college that is one of the largest in the country. CCSF offers courses in more than 50 academic programs and over 100 occupational disciplines. There is a full range of credit courses leading to the Associate of Arts and Science degrees, most of which meet the general education requirements for transfer to a four-year colleges and universities.

1.3.2. Academic Life

Associate degrees are granted in academic programs such as Broadcasting, Business, Computer Science, Culinary Arts, Engineering, Fashion, Graphic Communications, Health Care, Nursing, Physical Education and Dance, as well as Women's Studies. The College's Honors Program provides students an enhanced educational experience along with potential transfer and scholarship benefits. CCSF employs 815 full-time and 1,035 part-time faculties, 95 percent of whom have master's degrees and nearly 250 holding doctorates.

1.3.3. Campus Life

The Student Activities Office provides resources, support and leadership training for eight Associated Students Councils and more than 80 clubs and student organizations. It sponsors a wide variety of concerts and lectures throughout the year. It funds the Book Loan Program, Dr. Betty Shabazz Family Resource Center, Multi-Cultural Resource Center, Queer Resource Center, Student Health, Students Supporting Students mentoring program, and Women's Resource Center.

Students can also avail themselves of the Fitness Center, enjoy nationally ranked intercollegiate sports, and participate in the College's award-winning intercollegiate Speech and Debate Program. The College also features a student-run newspaper, The Guardsman, television and radio stations. Performances given by students in music, dance, and theatre Arts further enhance campus life.

1.3.4 Facilities and Resources

Successful Bond initiatives have allowed City College to embark on construction of new campus facilities including the Mission and Chinatown/North Beach Campuses, the Community Health and Wellness Center, the Student Health Services Center, the Child Development, and the joint-use classroom building with San Francisco State University. The Performing Arts Center and an Advanced Technology Building are in the design phase.

City College has over 70 computer labs with about 2100 computers comprising Windows PCs and Macs. Windows PCs and some Macintoshes are available to CCSF students who require Internet connectivity and Microsoft Office applications. Computers are available in the Academic Computing Resource Center (Batmale 301), and in the College's Louise and Claude Rosenberg, Jr., Library on the Ocean Campus which features a Language Center, a Learning Assistance Center, and a Media Center.

1.3.5 Athletics / Sports

Intercollegiate athletics are offered for men and women. College teams compete in the Coast Conference and with teams from other colleges. Intercollegiate sports include baseball, basketball, cross-country, football, soccer, softball, tennis, track, badminton, volleyball, and judo. City College of San Francisco Football Teams has won eight national championships.

1.3.6 Financial Aid / Tuition

In-state enrollment fees are affordable at City College. California residents pay $46 per credit. Financial aid is available including grants, college work-study, and loans. Students may apply for these programs by filing a Free Application for Federal Student Aid. Nonresident tuition fee is an additional $187 per credit. There is a $17 health fee. Students who are California residents may apply for a Board of Governors Fee Waiver.

1.4 EXTENSION OF CONTRACT / PIGGY- BACKING

The Contractor agrees to extend proposed services pricing to other California Higher Education campuses under the terms of this Agreement, and through a separate agreement with the these institutes of Higher Education. The resulting agreement from this RFP does not constitute an order for product and/or services to any other institutes of Higher education. It is intended to create an efficient contracting mechanism with pre-negotiated terms and conditions by which the other institutes of Higher education may utilize the services of Contractor.

1.5 AWARD OF CONTRACT

CCSF reserves the right to reject any and all proposals. Award, if any, will be to the proposer whose proposal best complies with all of the requirements of the RFP documents and any addenda. A "Notice of Intent to Award" will be publicly posted for a minimum of five (5) consecutive working days prior to the award on CCSF Purchasing's website. Award of the contract shall be made by CCSF's Board. Notification will be provided to all unsuccessful proposers. Evaluation methodology and bases for award are described in the Evaluation and Selection Criteria Section.

1.6 RFP RULES AND INSTRUCTIONS

The rules governing this RFP are stated in the Solicitation Provisions and Proposer's Certifications, and Instructions, Content, and Format Sections. Proposers are advised to carefully read, understand, and comply with these requirements in preparing a response to this RFP.

1.7 TERM

The resulting Agreement shall be effective for 3 years with 2 one-year option years for a total of 5 years with deliverables identified in Section 4 Scope of work.

SECTION 2 – SCHEDULE OF EVENTS

Schedule of Events	Date	Time
Issue of Request for Proposal	January 25, 2021	--
Pre-Proposal Conference (optional)	February 10, 2021	11:00am, PST
Last Day to Submit Questions for Clarification	February 19, 2021	5:00 pm, PST
Deadline for Submission of Proposals	February 26, 2021	12:00 pm, PST
Evaluation Period	February 26, 2021 – March 5, 2021	--
Interviews/Presentations (if applicable)	March 8, 2021 – March 10, 2021	TBD
Notice of Intent to Award	March 12, 2021	--
Contract Award (Board Meeting)	March 25, 2021	--
Project Start & Completion Date	July 1, 2021	--

PROJECT QUESTIONS WILL ONLY BE ACCEPTED BY THE POSTED DATE ABOVE.

Questions shall be submitted to: David Delgado at ddelgado@ccsf.edu.

Responses to questions and addendums will be posted on: https://archive.ccsf.edu/en/employee-services/district-business-office/purchasing/vendors/bid_opportunities.html

The dates up to and including the "Deadline for Submission of Proposals" date may be adjusted upon advance written notice. Dates after the receipt of proposals may be adjusted without written notice. Additional RFP steps may be included at the discretion of CCSF.

PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED MAY BE REJECTED.

SECTION 3 – SOLICITATION PROVISIONS AND PROPOSER'S CERTIFICATION

3.1 SOLICITATION PROVISIONS

3.1.1 DEFINITIONS

a. City College of San Francisco is referred to as "CCSF," or "College".

b. The terms "bid" and "proposal" are synonymous and means an offer made in response to a solicitation to perform a contact for work and labor or to supply goods at a specified price, whether or not it is considered a "seal bid" or results in award of a contract to a single or sole source.

c. "Bidder", "Vendor", "Contractor" or "Proposer" is used to interchangeably and each shall apply to the business entity which submits a bid/proposal or is awarded a contract.

d. "Contract" and "Agreement" are synonymous and is defined as a legally enforceable agreement that meets certain specified legal requirements between two or more parties in which each party agrees to give and receive something of legal value.

e. "Proposer's Conference" is a telephone meeting held for all prospective Proposers, whether discretionary or mandatory. Conferences provide opportunity for Proposers to meet CCSF personnel, receive detailed instructions, and ask proposal related questions.

3.1.2 RESERVATION OF RIGHTS

CCSF may reject any or all proposals and may waive any immaterial deviation in a Proposal. CCSF's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Proposer from full compliance with the specifications if the Proposer is awarded the contract. Proposals that include terms and conditions that conflict with or take exception to any terms and conditions may be rejected as being non-responsive. In the event all proposals are rejected or CCSF determines alternative solutions are in its best interest, CCSF may cancel this solicitation and pursue alternative sourcing options.

CCSF may make such investigations as deemed necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish all such information and data

for this purpose. CCSF reserves the right to reject any submittal made pursuant to this RFP or any subsequent Proposal or bid if the evidence submitted by, or investigation of, such Proposer fails to satisfy CCSF that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work specified. Additionally, CCSF reserves the right to request additional performance guarantees if, in the sole opinion of CCSF, financial stability or capability cannot be established.

3.1.3 NON-ENDORSEMENT

If selected as a qualified Proposer, the Proposer shall not issue any news releases or other statements pertaining to selection, which state or imply CCSF endorsement of Proposer's services.

3.1.4 DISPUTES/PROTESTS

CCSF encourages potential Proposers to resolve issues regarding the requirements or the procurement process through written correspondence and discussions. CCSF wishes to foster cooperative relationships and to reach a fair agreement in a timely manner.

Proposer's filing a notification to protest must do so within five (5) business days after a Notice of Intent to Award has been publicly posted. The protesting Proposer shall submit a full and complete written statement detailing the facts in support of the protest within 10 calendar days after expressing notification to protest. Protest must be sent by certified or registered mail or delivered in person to the Dean of Administrative Services, City College of San Francisco. Within a reasonable time after receipt of the written statement of protest, CCSF will provide a decision on the matter. The decision will be in writing and sent by certified or registered mail or delivered in person to the protesting Proposer. The decision of CCSF is final.

3.1.5 AWARD OF CONTRACT

CCSF reserves the right to reject any and all proposals and to award one or more contracts. Award, if any, will be to the Proposer, whose proposal best complies with all of the requirements of the RFP documents and any addenda. A "Notice of Intent to Award" will be posted publicly for five (5) consecutive business days prior to the award. Written notification will be made to unsuccessful vendors.

The selected Proposer and CCSF shall commit to negotiation for the final scope of services to be accepted and execution of an agreement, in accordance with the terms and conditions herein, within 30 days of the Notice of Intent to Award. If the parties are unable to reach final agreement within this time frame, the parties may mutually agree upon a time extension to complete contract negotiations and execute a contract. If the parties are unable to agree upon a time extension, or if CCSF determines that a time extension would not be beneficial to the project, CCSF reserves the right to terminate negotiations and proceed with the next qualified Proposer.

3.1.6 EXECUTION OF THE AGREEMENT

The Agreement shall be signed by the Contractor and returned, along with the required attachments to CCSF within **five (5)** calendar days from receipt of contract. The period for execution may be changed by mutual agreement of the parties. Contracts are not

effective until signed by the authorized CCSF officials. Any work performed prior to receipt of a fully executed contract shall be at Contractor's own risk.

3.1.7 FAILURE TO EXECUTE THE AGREEMENT

Failure to execute the Agreement within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the successful Proposer refuses or fails to execute the Agreement, CCSF may award the Agreement to the next qualified Proposer.

3.1.8 CONFLICT OF INTEREST

Potential Contractors are advised that Contractor's officers and employees shall comply with the disclosure, disqualification, and other provisions of California's Political Reform Act of 1974 (Government Code Section 81000 et seq.) if their responsibilities include the making or participation in the making of a CCSF decision.

3.1.9 SMALL LOCAL BUSINESS ENTERPRISE (SLBE)

SLBE CERTIFICATION

Small Local Business Enterprises must be certified prior to the time proposals are due in order to receive credit toward the achievement of SLBE goals and eligibility for evaluation credits. The source used by the District to identify firms is the City and County of San Francisco's Contract Monitoring Division's (CMD) certification list. Firms that are certified by the CMD as Local Business Enterprise (LBE) are accepted as SLBE. The directory of certified firms can be found at http://sfgov.org/cmd/directory-certified-lbes on the Internet. The CMD Certification Unit can be reached at (415) 581-2310. Certification workshops are held by the CMD throughout the year. The schedule can be found at http://sfgov.org/cmd/upcoming-events.

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

For more information on LBE, please visit the City Administrator's Contract Monitoring Division at http://sfgov.org/cmd/.

SUB-CONSULTING GOAL

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

The firm responding to this solicitation is responsible for making sure that the team is composed in a manner to facilitate meeting the sub-consulting goal. Prime consultants should maximize the use of available resources and methods to solicit SLBE sub-consultant participation. The prime consultant will be given credit toward meeting the SLBE sub-consultant goal only when SLBE firms are awarded subcontracts for a commercially useful function, in accordance with industry practice. A copy of the SLBE firm's certification letter from the CMD must be included in the proposal submittals.

Prime consultants who do not meet the goal for SLBE participation must demonstrate in their proposal documents that they have used good faith efforts to utilize SLBE sub-consultants.

Upon submittal of a proposal, prime consultants who have not met the goal must submit a Good Faith Effort Report. The Good Faith Effort Report will be reviewed by CCSF to determine eligibility for further participation in the Consultant team selection

SMALL LOCAL BUSINESS ENTERPRISE PARTICIPATION (SLBE) POLICY

It is the policy of City College of San Francisco (District) to ensure full and equal business opportunity for Small / Local Business Enterprises (SLBEs) wishing to do business with the District. Please refer to Appendix E: San Francisco Community College District Small Local Business Enterprise (SLBE) Program. The policy in its entirety can be viewed on the Facilities, Planning & Construction website: https://archive.ccsf.edu/en/about-city-college/administration/vcfa/facilities_planning/Facilities/slbe.html. The District has made the following findings concerning SLBE firms.

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

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

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

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

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

Specific forms and requirements for completing the Good Faith Effort Report are included in the SLBE Program Rules, Regulations and Forms.

PRIME CONSULTANT INCENTIVES

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

automatically receive a **5% evaluation credit** if the SLBE sub-consulting goal is met or exceeded.

JOINT VENTURE (JV) INCENTIVES

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

OVERALL PROGRAM GOALS AND TARGETS

Goals

The District has established an overall program goal to ensure an adequate level of SLBE participation in District construction-related professional service subcontracts. The annual SLBE sub-consulting participation goal will be based on the availability of certified small local businesses for construction-related professional services:

Professional Service Goals: SLBE sub-consulting bonus points: 10 points

3.1.10 ACCESSIBILITY TECHNOLOGY INITIATIVE – SECTION 508

California Government Code 11135 requires that CCSF comply with Section 508 of the Rehabilitation Act of 1973, as amended, and to apply the accessibility standards published by the U.S. Access Board for electronic and information technology (EIT) products and services that it buys, creates, uses, and maintains.

EIT is any equipment, interconnected system, or subsystem of equipment used in the creation, conversion, or duplication of data or information. EIT is defined by the Access Board at 36 CFR 1194.4 and in the FAR at 2.101. EIT includes:

a. Telecommunication products, such as telephones;

b. Information kiosks;

c. Transaction machines;

d. World Wide Web sites;

e. Software and Operating Systems;

f. Computers;

g. Multimedia (including videotapes), and;

h. Office equipment, such as copiers and fax machines.

3.1.11 PATENT, COPYRIGHT, AND TRADE SECRET INDEMNITY

A contractor may be required to furnish a bond to CCSF against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

3.1.12 ACCOMMODATIONS FOR THE DISABLED

It is the policy of CCSF to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. Persons with a disability needing a reasonable modification to participate in the procurement process, or persons having questions regarding reasonable modifications for the procurement process may contact the buyer listed elsewhere in this solicitation. Learn more: Purchasing FAQs [docx]

3.1.13 PUBLIC CONTRACTS CODE RESTRICTIONS FOR CCSF EMPLOYEES

CCSF employees and immediate past employees must comply with restrictions regarding contracting with CCSF. Proposer needs to be aware of the following provisions regarding current or former CCSF employees. In submitting a bid, Proposer certifies that the Proposer is eligible to contract with CCSF pursuant to the Public Contracts Code (PCC) sections list below:

a. Current CCSF Employees (PCC Section 10831):
   i. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any CCSF department through or by a CCSF contract unless the employment, activity or enterprise is within the course and scope of the officer's or employee's regular CCSF employment.
   ii. No officer or employee shall contract on his or her own behalf as an independent Proposer with any CCSF department to provide goods or services.
   iii. This prohibition does not apply to officers or employees of CCSF with teaching or research responsibilities.

b. Former CCSF Employees (PCC Section 10832):
   i. For the two-year period from the date he or she left CCSF employment, no former CCSF officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any CCSF department.
   ii. For the twelve-month period from the date he or she left state employment, no former CCSF officer or employee may enter into a contract with any CCSF department if he or she was employed by that CCSF department in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving CCSF service.

3.1.14 LOSS LEADER

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 10730 of the Business and Professions Code.

"Loss leader" means any article or product sold at less than cost:

a. Where the purpose is to induce, promote, or encourage the purchase of other merchandise; or
b. Where the effect is a tendency or capacity to mislead or deceive purchasers to prospective purchases; or
c. Where the effect is to divert trade from or otherwise injure competitors.

3.1.15 BRAND NAMES

Any reference to brand names is intended to be descriptive, but not restrictive, unless otherwise specified. Proposals meeting the indicated standards of quality will be considered, unless otherwise specified, providing the proposal clearly describes the article offered and how it differs from the referenced brands. Unless the contractor specifies otherwise in the proposal, it is understood the Contractor is offering referenced brands as specified. CCSF reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references. CCSF may require a contractor offering a substitute to supply additional descriptive material and sample.

3.2 PROPOSER'S CERTIFICATION

By submitting a proposal, the Proposer certifies to comply with the following:

3.2.1 AMERICANS WITH DISABILITIES ACT (ADA)

Proposer assures CCSF that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.).

3.2.2 UNFAIR PRACTICES ACT

Proposer warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.).

3.2.3 VIOLATION OF AIR OR WATER POLLUTION LAWS

Unless the contract is less than $25,000.00 or with a sole-source provider, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any State or federal air or water pollution control law. By a proposal the Proposer warrants that the Proposer has not been found to be in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution district, or is subject to a cease and desist order not subject to review issued pursuant to Section 13310 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or is finally determined to be in violation of provisions of federal laws relating to air or water pollution. By submitting a bid, the Proposer certifies that it has not been identified either by published notices or by Board notification as a person in violation of State or federal air or water pollution control laws.

3.2.4 COMPLIANCE WITH NATIONAL LABOR RELATIONS BOARD (NLRB) ORDERS

In submitting a bid or signing a contract the Proposer swears under penalty of perjury that no more than one final, unappeasable finding of contempt of court by a federal court has been issued against the Proposer within the immediately preceding two-year period because of the

Proposer's failure to comply with an order of a federal court which orders the Proposer to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.29.

3.2.5 ASSIGNMENT OF ANTITRUST ACTIONS

The Proposer's attention is directed to the following provisions of Government Code Sections 4552, 4553, and 4554, which shall be applicable to the Proposer:

In submitting a bid to a public purchasing body, the Proposer offers and agrees that if the bid is accepted, it will assign to the procurement body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the procurement body pursuant to the bid. Such assignment shall be made and become effective at the time the procurement body tenders final payment to the Proposer (Government Code Section 4552).

If an awarding body or public procurement body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery (Government Code Section 4553). Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (Government Code Section 4554).

3.2.6 NONCOLLUSION AFFIDAVIT

By submitting a bid, Proposer hereby certifies that the bid is not made in the interest of, or on behalf of, any undisclosed party; that the bid is genuine and not collusive, false, or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham bid, and has not directly or indirectly agreed with any Proposer or anyone else to put in a false or sham bid, or to refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought to fix any overhead, profit or cost element of the bid, of that of any other Proposer, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.

3.2.7 SAFEGUARDS FOR PROTECTING CCSF INFORMATION ASSETS

By submitting a bid, Proposer acknowledges Federal privacy laws such as Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b) (2)) applicable to financial transactions and Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records. In the event that such information is required for the performance of the work specified, the Proposer hereby certifies that it has the appropriate safeguards in place as required by Title 16 Code of Federal Regulation Chapter 1 Section 314.

3.2.8 COVENANT AGAINST GRATUITIES

The Proposer shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Proposer, or any agent or representative of the Proposer, to any officer or employee of CCSF with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, CCSF shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by CCSF in procuring on the open market any items, which the Proposer agreed to supply, shall be borne and paid for by the Proposer. The rights and remedies of CCSF provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

3.2.9 DRUG-FREE WORKPLACE CERTIFICATION

The Proposer certifies under penalty perjury under the laws of the State of California that the Proposer will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8355 et. seq.) and will provide a drug-free workplace by doing all of that which Section 8355 et seq. requires.

3.2.10 ELECTRONIC WASTE RECYCLING ACT

In submitting a bid for electronic devices, as defined by the Electronic Waste Recycling Act of 2003, Part 3 Division 30 Changer 8.5 of the Public Resource Code, the Proposer certifies that it, and its agents, subsidiaries, partners, joint ventures, and subcontractors for the procurement, have complied with the Electronic Waste Recycling Act of 2003 and any regulations adopted pursuant to the Act, or have demonstrated to CCSF that the Electronic Waste Recycling Act of 2003 is inapplicable to all lines of business engaged in by the Proposer, its agents, subsidiaries, partners, joint ventures, or subcontractors. In addition, the Proposer agrees to cooperate fully in providing reasonable access to its records and documents that evidence compliance with the Electronic Waste Recycling Act of 2003.

3.2.11 DARFUR CONTRACTING ACT

PCC sections 10475 et seq., the Darfur Contracting Act of 2008, establish restrictions against contracting with vendors conducting certain types of business in Sudan. The Act sets forth criteria to determine if a vendor is a “scrutinized company” and therefore ineligible to bid on or submit a proposal for State contracts.

Upon submitting a bid, Proposers that have had business activities outside of the United States within the previous three years certify that they are not a scrutinized company as defined, or demonstrate they obtained permission under the statute. (PCC §§ 10478, 10477(b).) False certifications shall cause the bid to be invalidated. (PCC § 10479.)

3.2.12 IRAN CONTRACTING ACT

PCC sections 2202 et seq., the Iran Contracting Act of 2010, establish restrictions against contracting with vendors that provide specified levels of goods or services or other investment activities, as defined, in the energy sector of Iran. By submitting a bid in excess of $1 million, Proposer certifies that Proposer is not a financial institution extending credit to an ineligible vendor on the list published by the California Dept. of General Services on the website: *http://www.documents.dgs.ca.gov/pd/poliproc/Iran%20Contracting%20Act%20List.pdf*

(PCC § 2204.) The Act includes certain exceptions. (PCC § 2203(c).)

3.2.13 THE CONGO – SECURITIES EXCHANGE ACT

PCC § 10490 establishes restrictions on contracting for certain goods and services relating to compliance with the Securities Exchange Act of 1934. CCSF will not accept bids or proposals or contract for goods or services related to products or services from companies designated as a "scrutinized company" by the Federal Government.

By submitting a bid, Proposer certifies that they are not a scrutinized company as defined. False certifications shall cause the bid to be invalidated.

For purposes of this section, a "scrutinized company" is a person that has been found to be in violation of Section 13(p) of the Securities Exchange Act of 1934 by final judgment or settlement entered in a civil or administrative action brought by the Securities and Exchange Commission and the person has not remedied or cured the violation in a manner accepted by the commission on or before final judgment or settlement.

3.2.14 INSURANCE REQUIREMENTS

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

https://archive.ccsf.edu/en/about-city-college/administration/vcfa/facilities_planning/risk-management/vendor-insurance.html

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

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

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

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

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

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

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

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

Any agreement or contract between CCSF and Vendor 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.

SECTION 4 – SCOPE OF WORK

4.1 BACKGROUND

The purpose of this RFP is to obtain qualifications and fee proposals from firms to provide property and liability insurance, brokerage, and risk management services on behalf of the District for various insurance exposures. The District seeks to select one firm who will be the most effective and proactive partner in providing insurance brokerage services and risk management solutions for protecting the District's assets, reducing its risk management costs and providing a high level of customer service.

4.2 SCOPE OF SERVICES

The firm shall provide a set of insurance and risk management services for City College of San Francisco. The work under this RFP may entail, but is not necessarily limited to, the following list of services:

a. Assist CCSF in identifying and analyzing its loss exposures on an ongoing basis.
b. Recommend types of insurance coverages, policy limits, policy terms, and program adjustments for current coverages including but are not limited to: commercial general liability, police professional liability, public official liability, employment practice liability, business automobile liability; cyber insurance, pollution liability, crime, excess workers compensation employers liability, excess liability, hull/protection & indemnity, property coverage, errors an omission notary bond, fine arts, fiduciary liability and pollution liability for contractors.
c. Assist CCSF in completing and submitting insurer applications for all coverages.
d. Develop an insurance marketing strategy and place all required coverages.
e. Assure that insurance policies are placed with reputable and financially responsible insurers.
f. Consult with CCSF personnel and legal counsel with respect to liability and indemnification provisions in lease, contracts, and other documents.

g. Review insurance policies, binders, and endorsements to assure all wording is complete and accurate and promptly submit originals to CCSF.
h. Provide or obtain answers to insurance coverage questions.
i. Prepare insurance certificates and endorsements as required. Monitor changes on an ongoing basis in the financial ratings/status of carriers used in CCSF's program and advise CCSF when changes occur that may negatively impact the program.
j. Assist with risk management questions as they arise.
k. Assist in the filing of claims with, and obtaining settlements from, insurers.
l. Obtain and maintain updated loss information from current and prior insurers.
m. Maintain accurate claims data and provide status reports as required by CCSF.
n. At least 120 days prior to the renewal date of CCSF policies, submit a written report discussing the anticipated issues concerning insurance terms and conditions, market conditions, trends and anticipated changes.
o. At the request of CCSF, meet with CCSF Staff to review CCSF's insurance program and the Broker's contract performance.
p. Provide other services customarily provided by insurance brokers and risk management service providers.

4.2 SERVICE AGREEMENT

If a vendor agreement is not offered and accepted, the selected firm will be expected to enter into a professional Service Agreement with CCSF as outlined in Appendix A.

4.5 DELIVERABLES CRITERIA

The acceptance of all deliverables will reside with CCSF Project Manager (PM). The PM will maintain a team of advisors in order to ensure the work requirements have been met.

SECTION 5 – PROPOSER QUALIFICATIONS AND REQUIREMENTS

5.1 EXPERIENCE AND QUALIFICATIONS

To be considered responsive to the RFP, proposers must demonstrate that the firm meets the following qualifications by providing a thorough detailed response and verifiable evidence of compliance. Non-compliance with these requirements may disqualify your proposal from further consideration.

a. Minimum Requirements

1. Proposer has been in business for a minimum of five (5) consecutive years under the same ownership.
2. Proposer shall have continuously been in the business providing Insurance Brokerage and Risk Management Consulting Services for at least five (5) years for agencies of similar size and scope as that of CCSF.
3. Ability to complete work requirements in timeframe specified. Please provide a work schedule indicating how you intend to meet CCSF's schedule.

b. Mandatory Requirements

1. Must comply with all terms and conditions of the RFP. No exceptions will be granted.
2. Licensed to do business in the State of California.

SECTION 6 – EVALUATION AND SELECTION CRITERIA

6.1 EVALUATION METHOD

All proposals shall be reviewed to verify the Proposer has met the RFP submission requirements. Proposals that have not followed the rules, do not meet minimum content or requirements and quality standards, conflict with or take unacceptable exceptions to the terms and conditions or are non-responsive to the required responses in this RFP will be eliminated from consideration.

Proposals determined to have met the RFP requirements will be reviewed and evaluated by a CCSF Evaluation Team. As a part of this review, CCSF may require proposing firms to clarify the information submitted. This clarification process may be conducted through written or electronic correspondence or through an interview with CCSF Evaluation Team.

Responsive Proposers may be required to give oral presentations as part of the evaluation process. The purpose of presentation is to give finalists an opportunity to demonstrate their ability to perform the scope of work defined in this RFP and clarify outstanding issues. It is in the proposing firm's best interests to submit a thorough and complete proposal and not depend on the presentation process to provide additional information.

The Evaluation Team will make its evaluation based on the criteria below.

6.2 POINT SCORING SCHEDULE

	Evaluation Criteria	**Points**
A	Project Approach	30
B	Qualifications	15
C	Experience	15
D	Quality Control	10
E	Cost	30
	Points:	**100**
	Additional Points (if Applicable)	
	SLBE	10 extra points

6.3 EVALUATION CRITERIA

Proposals will be reviewed, evaluated, and scored in accordance with the point schedule for all evaluation criteria noted below.

A. Project Approach — Points: 30

This section will consider and evaluate proposer's ability to provide a work plan detailing how the firm intends to achieve the overall goal of the RFP. List specific tasks for each of the major elements identified in Section 4. Include the name of the responsible individual who will lead the work with CCSF for coordination and execution of the services, and the location where management and coordination of services will be performed. Also, describe in some detail the proposed timeline for completing the Study.

B. Qualifications — Points: 15

This section should provide a description of the professional qualifications and any licensing / certification of the firm's key personnel, specifically:

1. Identify by name and title key staff members who will be assigned to manage or otherwise play a major role(s) in this project and their assigned role(s)
2. Qualifications of any sub consultants proposed to be used on this project; clearly explain their role and the percentage of involvement
3. Total number of years of experience providing similar services for university projects
4. Any specific or special qualifications your firm possesses that would benefit this Study
5. List of current names and phone numbers of previous clients for projects of similar scope

C. Experience — Points: 20

This section should demonstrate that the firm has a minimum of five (5) years of professional experience providing Insurance Brokerage and Risk Management Consulting Services. Include a brief narrative of at least three (3) examples of similar engagements. If applicable, also include a description(s) demonstrating successful experience working within CCSF.

C. Quality Control — Points: 10

This section should describe how your firm will ensure performance through adequate management, supervision, review and control. Also, describe your firms' system for self-monitoring and meeting schedule milestones.

D. Cost — Points: 25

Cost will be evaluated based on the categories as indicated on the Cost Response Form. The lowest overall cost proposal shall receive the maximum points. Points on proposals with a higher overall cost shall be determined by dividing the lowest proposal cost by the higher proposal cost and multiplying by the maximum points as indicated below.

$$\frac{\text{Cost of Lowest Proposal}}{\text{Cost of Proposal}} \times \text{Maximum Points} = \text{Points Awarded}$$

Cost shall remain valid for a period of 90 days from the proposal due date.

1.4 BEST AND FINAL OFFER (BAFO)

CCSF reserves the right to hold discussions with Proposers who have been found to be in the competitive range (proposers receiving at least 70% of available points), and such discussions may result in CCSF conducting Best and Final Offers. CCSF may choose to make a final selection and award to the responsible Proposer(s) whose Proposal(s) CCSF determines is most advantageous to CCSF based on the evaluation process and evaluation factors described in this RFP.

1.5 BASIS OF AWARD

The award, if any, will be made to the Proposal receiving the highest overall score by the University at its sole discretion. The decision of CCSF is final.

SECTION 7 – INSTRUCTIONS, CONTENT, AND FORMAT

7.1 INSTRUCTIONS

7.1.1 QUESTIONS REGARDING RFP AND POINT OF CONTACT

Any questions, interpretations, or clarifications, either administrative or technical, about this RFP must be requested in writing by e-mail no later than the date indicated in Section 2, Schedule of Events. All written questions, not considered proprietary, will be answered in writing and conveyed to all Proposers. Oral statements concerning the meaning or intent of the contents of this RFP by any person are not considered binding. Questions regarding any aspect of this RFP should be directed to:

David Delgado
Purchasing
City College of San Francisco
E-mail: ddelgado@ccsf.edu

7.1.2 ERRORS AND OMMISSIONS

If prior to the date fixed for submission of Proposal a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP or any of its exhibits and/or appendices, Proposer shall immediately notify CCSF of such error in writing and request modification or clarification of the document. Modifications may be made by addenda prior to the RFP response deadline. Clarifications will be given by written notice and posted to the RFP website to all active Proposers, without divulging the source of the request for it.

7.1.3 ADDENDA

CCSF may modify this RFP, any of its key action dates, or any of its attachments, prior to the date fixed for submission by issuance of a written addendum posted to the CCSF's Purchasing website. Addenda will be numbered consecutively as a suffix to the RFP Reference Number.

7.1.4 CANCELLATION OF SOLICITATION

This solicitation does not obligate CCSF to enter into an agreement. CCSF retains the right to cancel this RFP at any time for any reason. CCSF also retains the right to obtain

the services specified in this RFP in any other way. No obligation, either expressed or implied, exists on the part of CCSF to make an award or to pay any cost incurred in the preparation or submission of response to the RFP.

7.1.5 COMPLIANCE WITH RFP

To be compliant with the administrative requirements of this RFP, Proposer must meet the requirements and complete and return the list of submittals in the Instructions, Content, and Format Section.

7.1.6 COMPLETION OF PROPOSAL

Responses to the RFP shall be complete in all respects as required by this solicitation. A submission may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity could have materially affected the quality of the submission. Documents which contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the Proposer, may be rejected. Statements made by a Proposer shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding. Costs for developing Proposals are entirely the responsibility of the Proposers and shall not be chargeable to CCSF.

7.1.7 DELIVERY OF PROPOSALS

PROPOSALS must be received in the Procurement and Contracts office no later than the date and time specified on the Schedule of Events. Late proposals will not be accepted.

David Delgado
City College of San Francisco
Administrative Services & Purchasing - SH 118
50 FRIDA KAHLO WAY – SH 118
SAN FRANCISCO, CALIFORNIA 94112
ddelgado@ccsf.edu

Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. Delays due to various methods used to transmit the proposal, including delays by university internal mailing system, will be the responsibility of the proposer. Delays due to inaccurate directions given, even if by university staff, shall also be the responsibility of the proposer.

E-MAILED PROPOSALS SHALL HAVE THE FOLLOWING SUBJECT LINE:

INSURANCE BROKERAGE AND RISK MANAGEMENT CONSULTING SERVICES
RFP # 2019-004

LATE PROPOSALS SENT DIRECTLY TO CCSF CONTACT MAY NOT BE ACCEPTED.

7.1.8 EXCEPTIONS

In the event a Proposer believes that this RFP is unfairly restrictive or has substantive errors or omissions in it, the matter must be promptly brought to the attention of CCSF Contact, either by e-mail, letter or facsimile, immediately upon receipt of the RFP, in order that the matter may be fully considered and appropriate action taken by CCSF prior to the closing time set for submission. If the Proposer fails to notify CCSF of a known error or an error that reasonably should have been known prior to the final filing date for submission, the Proposer shall assume the risk. If awarded the contract, the Proposer(s) shall not be entitled to additional compensation or time by reason of error or its late correction.

7.1.9 ALTERNATIVE PROPOSALS

Only one proposal is to be submitted by each Proposer. Multiple proposals shall result in rejection of all proposals submitted by the Proposer.

7.1.10 WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn after it is received by CCSF by written request signed by the Proposer or authorized representative, prior to the time and date specified for Proposal submission. Proposal may be withdrawn and resubmitted in the same manner if done so prior to the appropriate deadline. Withdrawal or modification offered in any other manner will not be considered.

7.1.11 PROPOSALS BECOME THE PROPERTY OF CCSF

Proposals become the property of CCSF and information contained therein shall become public documents subject to disclosure laws after Notice of Intent to Award is posted. CCSF reserves the right to make use of any information or ideas contained in the Proposal. Proposals may be returned only at CCSF's option and at the Proposer's expense. One copy shall be retained for official files. Responses to this RFP and any other information that is currently or may become available as an outcome of the RFP process may be used by CCSF to structure an RFP or other solicitation.

7.1.12 CONFIDENTIAL MATERIAL

Proposer must notify CCSF in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. CCSF shall have sole discretion to disclose or not disclose such material subject to any protective order that Proposer may obtain.

All bids are public upon issuance of an “Intent to Award”.

The content of all working papers and discussions relating to the Proposer’s proposal shall be held confidential indefinitely unless the public interest is best served by an item’s disclosure because of its direct pertinence to a decision, agreement or an evaluation of the bid.

Please refer to the California Public Records Act (GOVT. CODE §§ 6250 - 6276.48) for further information.

7.1.13 PROPOSER'S COST

Costs for developing proposals are entirely the responsibility of the Proposer and shall not be chargeable to CCSF.

7.1.14 INSPECTION OF SOLICITATION DOCUMENTS

Proposer shall carefully review all documents referenced and made a part of this solicitation to ensure that all information required to properly respond to the solicitation has been received or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the Proposer's sole risk. It is the Proposer's responsibility to provide CCSF with current contact information and to update CCSF immediately of any changes.

7.2. CONTENT AND FORMAT

To be considered responsive to this RFP, Proposer must submit proposals in the format identified in this section. All requirements and questions in the RFP must be addressed and all requested data must be supplied. CCSF reserves the right to request additional information that in CCSF's opinion is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the contract requirements.

7.2.1 LATE PROPOSALS

Electronic proposals must be received in the Purchasing Department no later than as required by the Schedule of Events. LATE PROPOSALS WILL NOT BE ACCEPTED. The Proposer is responsible for the means of delivering the proposal to the appropriate office on time. Delays due to the instrumentalities used to transmit the Proposal including delay occasioned by the internal electronic mailing system will be the responsibility of the Proposer. Likewise, delays due to inaccurate directions given, even if by CCSF staff, shall be the responsibility of the Proposer.

7.2.2 COPIES REQUIRED

The Bidder must provide one an electronic copy via e-mail. The Cost Sheet **MUST** be included in a separate **ATTACHMENT**, and cost shall not be included anywhere else within the RFP response. A BIDDER MAY BE DISQUALIFIED IF ANY COPY OF THEIR PROPOSAL IS FOUND TO HAVE MATERIAL DIFFERENCES FROM THE ORIGINAL COPY.

Proposals should be prepared in such a way as to provide straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Proposals should emphasize the Bidder's demonstrated capability to perform work of this type. Expensive bindings, colored displays, promotional materials, graphics etc., are not necessary or desired. However, literature describing the proposed services and extent of support included in the proposal should be forwarded as part of the proposal.

Do not include additional graphics in the electronic copy that are not otherwise in the original hard copy of the proposal. Do not include animation of any kind in the proposals. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

7.2.3 PROPOSAL CONTENT AND FORMAT

All Proposers are also required to complete the RFP Submittals. Proposals shall adhere to the following format for organization and content.

a. Section 1 - Cover Letter

The cover letter shall include:

1. A brief statement of intent to perform the services proposed.
2. Signature of an authorized officer of the organization who has legal authority in such transactions.
3. Full contact information (overnight mailing address, phone, fax, e-mail, etc.) for the individual designated as CCSF contact on this RFP and a secondary contact.
4. Acknowledgement receipt of all addenda issued.
5. Expressly state that, should the Proposer's proposal be accepted, the Proposer agrees to enter into a contract under the terms and conditions as set forth herein within this RFP. Proposals that take exception to any CCSF's terms and conditions shall be rejected as being non-responsive.

Proposals with unsigned cover letters will be rejected.

b. Section 2 – Exceptions and Confidential Material

1. No Exceptions or deviations from the requirements/SOW of this RFP will be accepted.
2. Proposers shall identify any proprietary or confidential materials contained in the proposal and provide justification for not making such material public.

c. Section 3 – Technical Proposal

1. Qualifications, Related Experience and References of the Proposing Company

This section of the proposal should establish the ability of the Proposer to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature, demonstrated competence in the services to be provided, strength and stability of the firm, staffing capability, work load, record of meeting schedules on similar projects, and supportive client references. The Proposing Company shall:

i. Provide a brief profile of the firm including: the types of services offered, the year founded, form of the organization (corporation, partnership, sole proprietorship) number, size and location of offices, and number of employees.

ii. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposers ability to complete the project.

iii. Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe experience in similar projects. Proposers must demonstrate to the satisfaction of CCSF that it has sufficient resources, capabilities and experience to meet the business needs as stated in this document. Proposers shall state and identify its involvement with other clients for both past and present projects.

iv. Identify any subcontractors by company name, address, contact person, and telephone number and project function.

v. Briefly describe other projects currently in process and how those projects affect the company's current capacity and capacity during this proposed project. Identify any capacity or availability issues for any major subcontractors proposed.

2. Proposed Staffing and Project Organization

This section of the proposal should establish the method that will be used by the Proposer to manage the project as well as identify key personnel assigned. Proposers shall:

i. Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.

ii. Include the name and roles of the Proposers Project Manager and other key managerial and technical personnel to be assigned to the project in the specified tasks and include major areas of any subcontract work.

iii. Include a statement certifying that the key personnel will be available to the extent proposed, for the duration of the project in the manner prescribed, acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of CCSF.

iv. Include and thoroughly explain the project organization and control measures, including the proposed quality assurance plan.

v. Include a statement signed by a duly authorized officer of the Proposer to the effect that all personnel offered in the proposal are either employed full-time by the firm or contractually obligated to the firm and available for the duration of the project at the person-hour level shown.

3. Resumes

Each proposal shall include a resume of not more than two pages, for each key staff member including: Project Manager, task and discipline leaders and key specialists. Resumes will include: title, years of experience, education, professional registrations, specific prior assignments with name of client, specific project role and responsibilities, and start and end dates for each assignment**.**

4. Detail Work Plan

Proposers shall provide a narrative, which addresses the Scope of Work requirements and shows Proposers understanding of CCSF needs and requirements. Proposer shall:

i. Describe the approach to completing the tasks specified in the Technical Specifications.

ii. Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.

iii. Furnish a schedule for completing the tasks in terms of elapsed weeks from the project commencement date.

iv. Identify methods that the Proposer will use to ensure budget and schedule control for the project.

d. Section 4 – Cost Proposal (SEALED ENVELOPE)

As part of the cost and price proposal, the Proposer shall submit proposed pricing for each item described in the "Cost Response Form," included with this RFP, and furnish any narrative required to explain the prices quoted. A "Firm-fixed-Price" proposal is the preferred method of pricing.

a. Section 5 – RFP Submittals (Minimum/Mandatory Requirements, and *Forms*)

This section shall consist of the following response to**:**

1. Section 5 – Proposer Qualifications and Requirements
2. Attachment A, Cover Letter with appropriate acknowledgements
3. Attachment B, Vender Maintenance Form
4. Attachment C, Cost Response Form (Sealed Envelope)
5. Attachment D, References
6. Attachment E, Small Local Business Preference (SLBE)
7. Attachment F, W-9
8. Attachment G, Policy Features Questionnaire

b. Section 6 - Appendices

This section shall consist of Information considered by the Proposer to be pertinent to this project which has not been specifically solicited in any of the above-mentioned sections may be placed in a separate appendix for possible consideration by the University.

ATTACHMENT C – COST RESPONSE FORM

GENERAL LIABILITY

$25,000 SIR	
$50,000 SIR	
$100,000 SIR	

AUTOMOBILE LIABILITY

Dollar One	
$2,500	
$5,000 SIR	
$10,000 SIR	
$25,000 SIR	
$50,000 SIR	
$100,000 SIR	

PROPERTY

$25,000 SIR	
$50,000 SIR	
$100,000 SIR	
Boiler & Machinery	
EDP	
Crime	
Privacy Protection ("Cyber")	
Other	

TOTAL FEE PER YEAR*	
Total Proposed Fee (broken down as follows)	
Administrative Fee	
Coverage Premium 1	
Coverage Premium 2	
COVERAGE PREMIUM 3	
OTHER	

*Fee will not change for duration of contract

NAME OF FIRM (JPA): _____

ATTACHMENT G – POLICY FEATURES

GENERAL AND AUTOMOBILE LIABILITY

Yes	No	Policy Features	Comments

Please list any other related features. List any major exclusions related to community college operations, community college-sponsored events, or other.

NAME OF FIRM (JPA): _____

PROPERTY – BUILDING CONTENTS

Yes	No	Policy Features TIV -	Comments

Please list any other features to property such as: Flood, Earthquake, Pollution etc.

NAME OF FIRM (JPA): _____

BOILER AND MACHINERY (EQUIPMENT BREAKDOWN)

Yes	No	Policy Features	Comments

COMMUNITY COLLEGE BOND & CRIME

Yes	No	Policy Features	Comments