

**SAN FRANCISCO COMMUNITY COLLEGE DISTRICT**  
**CITY COLLEGE OF SAN FRANCISCO**



**REQUEST FOR PROPOSAL (RFP) # 2024-063**  
**EXECUTIVE SEARCH FIRM SERVICES**

**Issuing Date: February 12, 2024**

**Proposals Due Date: March 8, 2024 @ 12 PM PST**

Maritza Rodriguez-Vivas  
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City College of San Francisco  
Administrative Services & Purchasing Department  
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San Francisco, CA 94112  
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**MAILED, SEALED PROPOSALS SUBMITTAL 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](https://www.ccsf.edu/en/employee-services/district-business-office/purchasing/vendors/bid_opportunities.html)

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**Appendices**

Appendix A Sample Service Agreement (Professional Services Contract)

<https://www.ccsf.edu/sites/default/files/2023/document/form-independent-consultant-services-agreement-fy21.pdf>

Appendix B Vendor Data Form

<https://www.ccsf.edu/about-ccsf/administration/finance-and-administration/administrative-services-purchasing/vendor-forms>

Appendix C CCSF Travel Policies and Procedures

<https://www.ccsf.edu/sites/default/files/2021/document/ap-2-19.pdf>

Appendix D For more information about the CCC Accessibility Standard, please visit the

<https://cccaccessibility.org/#:~:text=The%20California%20Community%20Colleges%20has,Federal%20Rehabilitation%20Act%20of%201973.>

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### SECTION 1 – OBJECTIVE, OVERVIEW, AND TERM

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#### 1.1 OBJECTIVE

The purpose of this Request for Proposal (RFP) is to engage an experienced firm to provide services that will assist the Governing Board of the San Francisco Community College District in the recruitment and hiring of a Chancellor.

#### 1.2 OVERVIEW OF THE PROJECT

##### City College of San Francisco

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.

##### Scope of Services

The District is seeking Executive Recruitment services for the position of Chancellor. The Evaluation Criteria is detailed in **Section 4.2**.

#### 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 the duration of the Chancellor Search process with deliverables identified in Section 4 Scope of work completed upon selection of Chancellor.

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**SECTION 2 – SCHEDULE OF EVENTS**

<b>Schedule of Events</b>	<b>Date</b>	<b>Time</b>
Issue of Request for Proposal	February 11, 2024	--
Last Day to Submit Questions for Clarification	February 23, 2024	5:00 pm, PST
Deadline for Submission of Proposals	March 8, 2024	12:00 pm, PST
Evaluation Period	March 11 – 15, 2024	--
Interviews/Presentations	March 20, 2024	TBD
Contract Award (Board Meeting)	March 28, 2024	--
Project Start Date	April 1, 2024	--
Project Completion Date	Selection of Chancellor	TBD

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

Questions shall be submitted to: Purchaser, Maritza Rodriguez-Vivas, [mrodriguez@ccsf.edu](mailto:mrodriguez@ccsf.edu).

Responses to questions and addendums will be posted on: <https://www.CCSF.edu/about-CCSF/administration/finance-and-administration/administrative-services-purchasing/bid-opportunities-vendors>

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.**

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### SECTION 3 – SOLICITATION PROVISIONS AND PROPOSER’S CERTIFICATION

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#### 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 contract for work and labor or to supply goods at a specified price, whether or not it is considered a “sealed 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 an in person 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.

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#### 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

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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 Attachment 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: [http://www.ccsf.edu/en/about-city-college/administration/vcfa/facilities\\_planning/facilities/slbe.html](http://www.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

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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.



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### 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 \[docx\]](#)

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#### 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

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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

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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.

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#### 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.

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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 in the following amounts and coverage:

<https://www.ccsf.edu/en/about-city-college/administration/vcfa/risk-management/vendor-insurance.html>

- A. Worker's Compensation, with Employer's Liability limits not less than \$1,000,000 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.

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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.

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**SECTION 4 – SCOPE OF WORK**

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**4.1 BACKGROUND**

The District is seeking Proposals for professional services related to the recruitment and selection of qualified candidates for the position of Chancellor of the San Francisco Community College District, its campuses and centers.

It is the intent of the District to select a Consultant to provide services in recruiting and selecting the District's next permanent Chancellor. This Request for Proposal (RFP) outlines the services and criteria by which Executive Search Firms will be evaluated, and the process the District will use to select the successful Firm. The assignment will begin upon executive of a Professional Services Agreement. The successful firm should expect to be working on this project up and until the new Chancellor is selected.

**4.2 SCOPE OF SERVICES**

The Board requires executive search services to support the identification and selection of a Chancellor appropriate to lead the San Francisco Community College District/City College of San Francisco. The qualified search firm should address how it will engage in the following activities:

**1. Work and Communicate with Staff and Others**

Work through all phases of the Chancellor search and selection process by providing regular updates and attending meetings of the Board of Trustees and other meetings as requested during selection interviews and other stages of the recruitment process.

**2. Develop a Position Profile and Outreach Plan**

Assist with the cultivation of a search profile for the Chancellor position and support and assist in the development, advertisement, and disbursement of the position announcement. This includes in the development of a specific outreach plan that identifies activities that will be utilized to recruit a diverse pool of candidates and should contain specific benchmark activities or documents that will be utilized in the recruitment process.

**3. Develop Selection Criteria**

Support the Board of Trustees in the development of selection criteria based on the position profile and the job description or general outline of duties and responsibilities for the Chancellor position, the Chancellor's organizational role within the District, and the compensation package.

**4. Identify a Diverse Group of Applicants**

Identify a diverse pool of qualified candidates that include local, regional, in state, and national candidates qualified as educational leaders, innovative administrators, and impactful executives capable of leading the San Francisco Community College District/City College of San Francisco through all the challenges and changes they will encounter in the years ahead.

**5. Target Outreach**

Engage in targeted outreach to higher education administrators and administrators in other fields using appropriate technology, expertise, firm contacts, and candidate questionnaires to identify candidates aligned to the selection criteria.



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#### **6. Engage Stakeholders in the Recruitment Process**

Develop a plan for engaging stakeholders from a large and diverse higher education system, including conducting meetings, managing a web site, and social media outreach for maximum exposure.

#### **7. Candidate Landing Page**

Consultant may determine to use available applicant tracking system, and to develop a landing page to host candidates' complete questionnaire and resumes that is password protected and accessible to designated staff.

#### **8. Screen Candidates and Provide Profiles**

Screen and interview candidates as appropriate to ascertain the suitability of potential candidates. Provide to the Board of Trustees 5 – 10 candidate profiles, including written materials submitted by the candidates, preliminary references, background reports, potential conflicts of interest, and other available and relevant information.

#### **9. Candidate Interviews and Assessment**

Support and assist during all candidate interviews by arranging candidate interviews, designing interview questions with a Search Committee, preparing the Board of Trustees for interviews, executing the interview process, and assisting in the assessment process.

#### **10. Perform Reference and Background Checks on Top Candidates**

Provide in-depth references and background checks for finalist candidates including candidate litigation history and publicly available websites.

#### **11. Final Selection of Candidates**

Support in the final selection and negotiations with the selected candidate, and the development of strategies for successful candidate retention.

#### **12. Failed Search**

Provide a plan for mitigating a failed search.

#### **13. Other Activities**

Identify other activities relevant to the Chancellor search that would result in a diverse pool of innovative candidates.

### **4.3 SERVICE AGREEMENT**

The selected firm will be expected to enter into a professional Service Agreement with CCSF as outlined in Appendix A.

### **4.4 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.

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## EXECUTIVE SEARCH FIRM SERVICES

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### SECTION 5 – PROPOSER QUALIFICATIONS AND REQUIREMENTS

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#### 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.

Provide information about at least five (5) prior recruitment search services successfully completed by your firm within a higher education or school district environment. Include the following information:

Client Name and Address

Contact Person, Title, Phone number, and email address

Scope of Work

Was the position successfully hired?

### SECTION 6 – EVALUATION AND SELECTION CRITERIA

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#### 6.1 EVALUATION METHOD

All proposals received in response to this RFP will receive a fair and impartial evaluation by the District. In conducting this evaluation, the District may obtain and use information, in addition to that contained in the proposals, from any source desired. Customers on each contractor's customer list will be contacted, as may other customers selected by the District.

##### A. Evaluation Criteria

Proposals will be evaluated based upon the written response to this RFP. Proposals will be evaluated by the Board of Trustees. The Board of Trustees will make a recommendation for award. The Board of Trustees' evaluation analysis will be framed within the following:

- Sourcing Process
- Proposer's Background and Industry Expertise
- Organization and Staffing
- Fee Structure
- Performance Guarantees

The District will evaluate Bidder's responses for their completeness and to the extent the proposed products and services meet or exceed the requirement of this RFP. Criteria used in this evaluation will include:

- The adequacy of a contractor's understanding of and response to the District's business and operational requirements;
- The degree to which the proposed services meet the functional requirements of the District as specified in this RFP; and
- The extent of any additional services, development training and/or modification effort necessary to implement the functional requirements of this RFP.
- The ability, capacity, and skill of the contractor to perform the contract or provide the services required will be judged using the following criteria:

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- Whether the contractor can perform the contract or provide the service promptly or within the time specified, without delay or interference;
- The reputation, judgment, experience, and efficiency of the contractor, particularly with regard to experience with California higher education institutions
- The quality of performance of previous contracts or services;  
The sufficiency of the contractor's staffing resources and ability to the contractor to provide the service; and
- The number and scope of conditions attached to the proposal.

District assessment of a contractor's capacity to perform will be based on:

- Contact with customers on each contractor's customer list and any other customers the District may select;
- The professional judgement and experience of District staff;
- Contractor exceptions to the requirements and conditions of this RFP; and
- The desirable requirements of this RFP as described herein.

#### **B. Award of Agreement/Final Selection**

It is anticipated that an agreement will be awarded by the Board of Trustees at a regularly scheduled meeting. Award will be made to the contractor offering a proposal deemed to be the most advantageous to the District. The District shall be the sole judge in making such determination, and its decision shall be final.

#### **C. Final Agreement**

The following documents are considered part of the final Agreement, in order of precedence:

- A. The final agreement, including scope of work, between SFCCD and then Offeror.
- B. All Schedules, implantation plans, service descriptions, and the like, developed for inclusion in the final agreement.
- C. This RFP as originally released, with the Appendixes, Exhibits, and any addenda released prior to proposal opening. The Offeror's proposal in total, including all approved addenda and attachments.

SFCCD may terminate any resulting Agreement(s) for convenience at any time by giving the Offeror written notice. The effective date of termination shall be the sate of the Notice of Termination.

#### **D. ATTACHMENT**

- ATTACHMENT A – Proposal Form (see page 26)

### **SECTION 7 – INSTRUCTIONS, CONTENT, AND FORMAT**

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#### **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

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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:

Maritza Rodriguez-Vivas  
Purchaser  
City College of San Francisco  
Administrative Services & Purchasing Department  
Email: [mrodriguez@ccsf.edu](mailto:mrodriguez@ccsf.edu)

#### 7.1.2 ERRORS AND OMISSIONS

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.

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#### 7.1.7 DELIVERY OF PROPOSALS

**SEALED 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.

Maritza Rodriguez-Vivas  
Purchaser  
City College of San Francisco  
Administrative Services & Purchasing Department  
50 Frida Kahlo Way, Bungalow 712  
San Francisco, CA 94112  
415/452-7769  
Email: @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.

SEALED PROPOSALS SHALL BE CLEARLY LABELED:

**EXECUTIVE SEARCH FIRM SERVICES RFP # 2024-063**

**LATE, FAXED, OR E-MAILED PROPOSALS 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

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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.

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#### 7.2.1 LATE PROPOSALS

Sealed 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 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 (1) original, marked as such, and four (4) hard copies in separate three-ring binders with tabbed indexes and one (1) copy on a flash drive. The Cost Sheet **MUST** be included in a separate **SEALED** envelope, 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 materials submitted in response to this RFP shall be sized to 8 1/2" x 11", in portrait or landscape orientation as applicable, 12-point Arial font with adequate page margins on all sides. Proposals are limited to 20 pages front and back.

Bidders may also include an Appendix of team members' resumes, samples of past projects, and other relevant supplemental material. The Appendix must be limited to ten (10) pages total front and back. Appendices will not be counted against your page limits.

The Bidder's Proposal should fully state its experience and expertise referenced in the Scope of Services. The submitted Proposal should be organized and indexed in a format noted below that ensures the District can easily review to effectively evaluate the Bidder's Proposal.

The following is to be included in the Bidder's Proposal:

**A. Submittal Letter:** Please provide a cover letter introduction your Proposal and including detailed contact information for the person who would be the District's main point of contact.

- a) A statement expressing the Bidder's willingness to perform the services as described in this RFP.

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- b) A statement indicating that all forms, certificates, and compliance requirements included in this RFP are completed and duly submitted in the Proposal response.
- c) The cover letter must contain a statement that the Bidder acknowledges that all documents submitted pursuant to this RFP process will become a matter of public record.

#### **B. Company Background:** Provide the following information:

Company Name

Address

Telephone

Fax

Name and Email of main contact

Federal Tax I.D. Number

Business License or Registration Number

Business Structure (Corporation, Partnership, etc.)

A brief description and history of firm

Number of employees (licensed professionals, technical support)

Number of current projects and present workload and where possible, projected workload for the period in question.

Location of office where the bulk of services solicited will performed.

Proposed project team leader

#### **C. Distinctive Services**

Provide a detailed summary of the services, which you can provide to the Governing Board and Search Committee that emphasis on those services or skills which offer greater value to the District or that differentiate your services from those of other contractors.

#### **D. Project Experience**

Provide information about at least **five (5)** prior recruitment search services successfully completed by your firm within a higher education or school district environment. Include the following information:

Client Name and Address

Contact Person, Title, Phone Number, and Email Address

Scope of Work

Was the position successfully hired?



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#### **E. Applicant Diversity**

Describe in detail the philosophy and process that you would use to maximize the diversity of the applicant pool.

#### **F. Consensus Skills**

How do you propose to assist the Governing Board and Search Committee in bringing them to consensus for a successful process?

#### **G. Matching the Candidate with the Institution**

Describe in specific terms how you propose to help the District identify a viable candidate pool.

#### **H. Roles and Responsibilities of the District and the Search Firm**

Taking into account the work process defined in the Section 4. Scope of Work, what do you see as the role and responsibility of your firm throughout the search process?

#### **I. Cost Considerations**

Provide a detailed cost summary of your proposed fees and all other costs considerations with regard to this project based on a minimum of one to two meetings per activity as outlined in Section 4 – SCOPE OF WORK with the Governing Board and Search Committee, where a designated project manager must be physically present. Indicate your hourly cost for these services as well as a total fixed fee for the full project as described.

The District reserves the right to increase or reduce the scope of services as it deems necessary.

#### **J. Additional Responses**

Provide any additional information or input you believe would be beneficial to the District in making its contractor selection for this project.

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**ATTACHMENT A – Proposal Form (To be included with submittal)**

TO: SAN FRANCISCO COMMUNITY COLLEGE DISTRICT, acting by and through its Governing Board, herein called the “District.”

Pursuant to and in compliance with your Notice of Request for Proposals and the other documents relating thereto, the undersigned Proposer, having familiarized themselves with the terms of the Request for Qualifications, the Agreement, the Specifications and other Contract Documents, hereby proposed and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, all in strict conformity with the plans and specifications and other Contract Documents, including Addenda (if any) for the sums set as listed herein:

It is understood that the District reserves the right to reject this Proposal in whole or in part; to waive information in the proposals or in the bidding, and that this proposal shall remain open and not be withdrawn for a period of thirty (30) days from the date described for the opening of this Proposal.

It is understood that the successful bidder will be required to deliver all services as so stipulated in the terms and conditions of their proposal document and within the delivery time stated.

It is understood and agreed that if written notice of the acceptance of this proposal is mailed, telegraphed or delivered to the undersigned, within thirty (30) days after the opening of the proposal, or at any time thereafter before this proposal is withdrawn; the undersigned agrees that they will execute and deliver to the District a contract in the form attached hereto in accordance with the proposal as accepted, all within five (5) days after receipt of notification of award, and that performance of the contract shall be commenced immediately by the undersigned proposer, upon due execution and delivery to the District of the contract; and shall be completed by the Contractor in the time specified in the Agreement of said Contract Documents.

Notice of acceptance or requests for additional information should be addressed to the undersigned at the address stated below.

Name of Proposer: \_\_\_\_\_

By: \_\_\_\_\_

Signature of Authorized Agent or Officer

Date

Printed Name of Authorized Agent: \_\_\_\_\_

Address: \_\_\_\_\_

**END OF DOCUMENT**

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EXECUTIVE SEARCH FIRM SERVICES

**ATTACHMENT B – NON-COLLUSION  
DECLARATION**

State of California )  
 )  
County of \_\_\_\_\_ )

being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that 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 bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or 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 b ATTACHMENT body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his 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 corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Signature \_\_\_\_\_

Type or print name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this day of \_\_\_\_\_, 20\_\_\_\_, by proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

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**EXECUTIVE SEARCH FIRM SERVICES**

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\_\_\_\_\_  
Signature, Notary Public

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(seal)

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**ATTACHMENT C – 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

**REQUEST FOR PROPOSAL (RFP) # 2024-063**

**EXECUTIVE SEARCH FIRM SERVICES**

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given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

Supplier and I understand that if the District determines that Supplier has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Supplier and I further understand that, should Supplier violate the terms of the Drug-Free Workplace Act of 1990, Supplier may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.

Supplier and I acknowledge that Supplier and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Supplier and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at \_\_\_\_\_ this day of \_\_\_\_\_, 2018 .  
(City and State)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

## REQUEST FOR PROPOSAL (RFP) # 2024-063

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## ATTACHMENT D - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

By signing and submitting this statement of qualification, the prospective consultant 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 consultant 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 consultant 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 consultant shall provide immediate written notice to the person to whom this statement of qualification is submitted if at any time the prospective consultant 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," "statement of qualification," 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 statement of qualification is submitted for assistance in obtaining a copy of those regulations.
5. The prospective consultant agrees by submitting this statement of qualification 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 consultant further agrees by submitting this statement of qualification 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.

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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 consultant certifies, by submission of this statement of qualification, that neither it nor its principals, nor its prospective sub-consultants 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 consultant is unable to certify to any of the statements in this certification, such prospective consultant shall attach an explanation to this statement of qualification.

Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Date: \_\_\_\_\_



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**ATTACHMENT E**

**FORM 1 IDENTIFICATION LISTING OF SUBCONTRACTORS, TRUCKERS, SUPPLIERS, AND SUBCONSULTANTS**

Project Name: \_\_\_\_\_ Bid Date: \_\_\_\_\_

**Bidder/Consultant Information**

Bidder/Consultant Company Name:		
Business Address:		
Telephone:	Facsimile:	E-Mail:
Gender of Owner: <input type="checkbox"/> Male <input type="checkbox"/> Female	Ethnicity of Owner:	Certification: <input type="checkbox"/> DGS <input type="checkbox"/> CMD

**Joint Venture Participation**  Yes  No

Joint Ventures complete this section and attach a copy of the Joint Venture agreement form.

List All Joint Venture Partners	SBE / SLBE Certification	Address, Telephone, Fax and E-Mail	Percent of Contract Dollars Awarded to Each Partner
	<input type="checkbox"/> DGS <input type="checkbox"/> CMD		
	<input type="checkbox"/> DGS <input type="checkbox"/> CMD		
	<input type="checkbox"/> DGS <input type="checkbox"/> CMD		

**Subcontractor/Subconsultant Trucker, and Supplier Information**

SLBE Goal Met:  Yes  No

Complete this section for ALL proposed subcontractors, truckers, suppliers, and subconsultants to work on the contract.

Company Name:	E-Mail:
Business Address:	Type of Work:
Phone Number/Facsimile:	Award or Percent of Work:
Gender of Owner: <input type="checkbox"/> Male <input type="checkbox"/> Female	Ethnicity of Owner: Certification: <input type="checkbox"/> DGS <input type="checkbox"/> CMD

Company Name:	E-Mail:
Business Address:	Type of Work:
Phone Number/Facsimile:	Award or Percent of Work:
Gender of Owner: <input type="checkbox"/> Male <input type="checkbox"/> Female	Ethnicity of Owner: Certification: <input type="checkbox"/> DGS <input type="checkbox"/> CMD

*Ethnicity Codes (Tracking Purposes Only)	CH = Chinese	JA = Japanese	<b>Certification Agencies:</b> • California Department of General Services (DGS) • City & County of San Francisco Contract Monitoring Division (CMD)
	AI = American Indian	CA = Caucasian	
	ME = Middle Eastern	HA = Hispanic American	
	AA = African American	OT = Other	
	FA = Filipino American		

Revised July 2018 FORM 1 IDENTIFICATION LISTING OF SUBCONTRACTORS, TRUCKERS, SUPPLIERS, AND SUBCONSULTANTS

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**FORM 1 IDENTIFICATION LISTING OF SUBCONTRACTORS, TRUCKERS, SUPPLIERS, AND SUBCONSULTANTS**

**Subcontractor/Subconsultant Trucker, Supplier Information**

Company Name:		E-Mail:	
Business Address:		Type of Work:	
Phone Number/Facsimile:		Award or Percent of Work:	
Gender of Owner: <input type="checkbox"/> Male <input type="checkbox"/> Female		Ethnicity of Owner: Certification: <input type="checkbox"/> DGS <input type="checkbox"/> CMD	

Company Name:		E-Mail:	
Business Address:		Type of Work:	
Phone Number/Facsimile:		Award or Percent of Work:	
Gender of Owner: <input type="checkbox"/> Male <input type="checkbox"/> Female		Ethnicity of Owner: Certification: <input type="checkbox"/> DGS <input type="checkbox"/> CMD	

Company Name:		E-Mail:	
Business Address:		Type of Work:	
Phone Number/Facsimile:		Award or Percent of Work:	
Gender of Owner: <input type="checkbox"/> Male <input type="checkbox"/> Female		Ethnicity of Owner: Certification: <input type="checkbox"/> DGS <input type="checkbox"/> CMD	

Company Name:		E-Mail:	
Business Address:		Type of Work:	
Phone Number/Facsimile:		Award or Percent of Work:	
Gender of Owner: <input type="checkbox"/> Male <input type="checkbox"/> Female		Ethnicity of Owner: Certification: <input type="checkbox"/> DGS <input type="checkbox"/> CMD	

Company Name:		E-Mail:	
Business Address:		Type of Work:	
Phone Number/Facsimile:		Award or Percent of Work:	
Gender of Owner: <input type="checkbox"/> Male <input type="checkbox"/> Female		Ethnicity of Owner: Certification: <input type="checkbox"/> DGS <input type="checkbox"/> CMD	

Company Name:		E-Mail:	
Business Address:		Type of Work:	
Phone Number/Facsimile:		Award or Percent of Work:	
Gender of Owner: <input type="checkbox"/> Male <input type="checkbox"/> Female		Ethnicity of Owner: Certification: <input type="checkbox"/> DGS <input type="checkbox"/> CMD	

<p><b>*Ethnicity Codes</b> (Tracking Purposes Only)</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">CH = Chinese</td> <td style="width: 33%;">JA = Japanese</td> </tr> <tr> <td>AI = American Indian</td> <td>CA = Caucasian</td> </tr> <tr> <td>ME = Middle Eastern</td> <td>HA = Hispanic American</td> </tr> <tr> <td>AA = African American</td> <td>OT = Other</td> </tr> <tr> <td>FA = Filipino American</td> <td></td> </tr> </table>	CH = Chinese	JA = Japanese	AI = American Indian	CA = Caucasian	ME = Middle Eastern	HA = Hispanic American	AA = African American	OT = Other	FA = Filipino American		<p style="text-align: center;"><b>Certification Agencies</b></p> <ul style="list-style-type: none"> <li>• California Department of General Services (DGS)</li> <li>• City &amp; County of San Francisco Contract Monitoring Division (CMD)</li> </ul>
CH = Chinese	JA = Japanese										
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Revised July 2018 FORM 1 IDENTIFICATION LISTING OF SUBCONTRACTORS, TRUCKERS, SUPPLIERS, AND SUBCONSULTANTS

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ATTACHMENT F – ADDENDA ACKNOWLEDGEMENT FORM

Instructions: Please acknowledge receipt of all addenda issued by completing this form. Check the box next to each addendum received and sign below. Failure to acknowledge any addenda may result in disqualification of the bid. NOTE: This form must be submitted with your Bid / Proposal package.

Addendum Numbers Received:

(Check boxes next to each addendum received and input the dates issued)

<input type="checkbox"/>	Addendum No. 1 Date: _____	<input type="checkbox"/>	Addendum No. 5 Date: _____
<input type="checkbox"/>	Addendum No. 2 Date: _____	<input type="checkbox"/>	Addendum No. 6 Date: _____
<input type="checkbox"/>	Addendum No. 3 Date: _____	<input type="checkbox"/>	Addendum No. 7 Date: _____
<input type="checkbox"/>	Addendum No. 4 Date: _____	<input type="checkbox"/>	Addendum No. 8 Date: _____

I understand that failure to confirm the receipt of addenda may cause rejection of my bid/proposal. I further understand that any verbal representation made or assumed to be made is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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**ATTACHMENT G – DECLARATION OF ABILITY TO EXECUTE**

All firms providing legal services must sign the San Francisco Community College District Agreement for Professional Services, "Agreement", as included in Appendix "A". Check the appropriate box and sign below indicating that you have reviewed the terms of the agreement and do not take issue with signing an unaltered agreement. Alternatively, attach a statement specifically describing the nature of revisions you would require for signature. It is the intent of the District to execute an unaltered Agreement.

I have reviewed the Sample Agreement contained in Appendix "A" and do not take issue with any of the terms or conditions of the agreement. We will be able to execute an unaltered agreement if awarded the Contract.

I have reviewed the Sample Agreement contained in Appendix "A" and have attached a document describing the issues with the terms and/or conditions of the agreement with modifications described (INCLUDE ATTACHMENT). We will be only be able to execute an agreement if awarded the Contract after these changes have been addressed. I understand that if the District is unwilling or unable to accept the modifications that they retain the right to reject the proposal in its entirety.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date