

**EXHIBIT A**

**CERTIFICATION OF RFP**

DBE and all Members must sign. Copy this certification page as needed for each Member.

I certify and declare that I have read all the foregoing answers to this request for proposal; that all answers are correct and complete of my own knowledge and belief. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: \_\_\_\_\_, 20\_\_

Name of DBE or Member: \_\_\_\_\_

Signature by authorized individual: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

**Exhibit B**



**CONTRA COSTA COMMUNITY COLLEGE DISTRICT**

**RFP ACKNOWLEDGEMENT AND SIGNATURE FORM**

**PROJECT # D-628  
DESIGN-BUILD SERVICES  
ENGINEERING TECHNOLOGY BUILDING RENOVATION PROJECT  
AT  
DIABLO VALLEY COLLEGE  
321 GOLF CLUB ROAD, PLEASANT HILL, CA 94523**

The undersigned having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Invitation and all of the documents for this project, and accurately completed the Design-Build Request for Proposal and associated exhibits, and if selected, proposer is able to enter into a contract with Contra Costa Community College District to perform the work listed in this RFP including all of its component parts, and to furnish any and all required labor, materials, equipment, insurance, bonding, taxes, transportation and services required for this project in strict conformity with the RFP, including any Addenda, within the time specified.

**Acknowledgement and Signature:**

1. No RFP is valid unless signed in ink by the person authorized to make the proposal.
2. I have carefully read, understand and agree to the terms and conditions on all pages of this RFP. The undersigned agrees to furnish the services stipulated in this RFP.

Vendor Name: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contractor License #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Decline RFP:

We **do not** wish to submit a RFP on this Project. Please state your reason below. Please also indicate if you would like to remain on our vendor list.

Reason: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Name: \_\_\_\_\_ Signature \_\_\_\_\_ Date: \_\_\_\_\_

DOCUMENT 00 41 13  
**PROPOSAL FORM**

To: Contra Costa Community College District ("District" or "Owner")

From: \_\_\_\_\_  
(Proper Name of Proposer)

The undersigned declares that proposer has read and understands the Contract Documents, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, for the following project known as:

**Engineering Technology Building Renovation Project**

The Established Project Construction Budget for this Project is \$43,000,000. The Established Project Construction Budget includes:

- a. Estimated Direct Construction Cost (Cost of Work)
- b. General Conditions (inclusive of Construction Administration Fees for the A/E Team During Construction)
- c. Overhead & Profit (During Construction)
- d. Performance & Payment Bonds (During Construction)
- e. Insurance (During Construction)
- f. 15% Design/Estimating Contingency
- g. 2% Construction Contingency
- h. 15% Escalation to Mid-Point

The above stated project construction budget does not include the DBE's Design and Preconstruction Fees as these fees are carried separately in the District's total project budget for the project.

For the purposes of this proposal form and for the selection committee to evaluate and score the pricing component of this RFP, the Design-Build Entity shall assume the following value for the Estimated Direct Construction Cost (Cost of Work) when calculating its fees as requested herein: \$36,000,000.

DBE will accept payment for the work as follows:

**1. Project Criteria Document Review, Design, GMP and Pre-Construction Services (Lump Sum Cost)**

- a. The Proposer shall provide a Lump Sum Cost for all Project Criteria Document Review, Design Services, Pre-Construction Services, GMP development and approval, Agency Approvals, and all related costs, fees, insurance, etc. that would be incurred by the Proposer in providing such Services. This includes, but is not limited to, any materials, payroll, overhead, profit, taxes, administrative costs, travel, insurance, incidentals, for all effort necessary to complete the Description of Services to be Performed by the DBE as described in the contract documents. No bonding is required at this phase and none should be priced.
- b. As backup, accompanying the Proposal, the Proposer shall provide a cost breakdown outlining the quantity of staff, names (including subconsultants), positions, hrs/week or month, durations, billing rates, labor costs, itemized material costs, itemized equipment costs, etc. to demonstrate how the Proposer arrived at the LSUM value stated:

\$ \_\_\_\_\_ Dollars

**2. General Conditions (Lump Sum Cost)**

- a. The Proposer shall provide a Lump Sum Cost for administering and coordinating all Construction Services during the Construction Phase as set forth in the Contract Documents. Lump Sum Cost includes all DBE Management, General Contractor, Architect of Record, Engineers of Record, Consultants, etc., and all other Supervisory and Administrative Staff as required to support the project as outlined in the Contract Documents (including Appendix E - Allowable General Condition Costs).
- b. As backup, accompanying the Proposal, the Proposer shall provide a General Conditions cost breakdown outlining the quantity of staff, names (including subconsultants), positions, hrs/week or month, durations, billing rates, labor costs itemized material costs, itemized equipment costs, etc. to demonstrate how the Proposer arrived at the LSUM value stated:

\$ \_\_\_\_\_ Dollars

**3. Construction Overhead and Profit (Fixed Percentage and Dollar Amount)**

- a. The stated percentage will be a fixed percentage used to calculate the DBE's actual overhead and profit amount at the time of GMP.
- b. The stated dollar amount for the RFP Proposal will be calculated based on the stated percentage and will be used to develop the DBE's overall Price Proposal for Scoring of the RFP.
- c. Overhead and Profit dollar amount shall be calculated based on multiplying the stated percent % x the Estimated Direct Construction Cost of \$36,000,000.

\_\_\_\_\_ Percent % X \$36,000,000 = \$ \_\_\_\_\_ Dollars

**4. Payment & Performance Bond Rate (Fixed Percentage and Dollar Amount)**

- a. The stated percentage will be a fixed percentage used to calculate the DBE’s actual Payment & Performance Bond amount at the time of GMP.
- b. The stated dollar amount for the RFP Proposal will be calculated based on the stated percentage and will be used to develop the DBE’s overall Price Proposal for Scoring of the RFP.
- c. Payment and Performance Bond dollar amount shall be calculated based on multiplying the stated percentage % X the Estimated Direct Construction Cost of \$36,000,000.

\_\_\_\_\_ Percent % X \$36,000,000 = \$ \_\_\_\_\_ Dollars

**5. Insurance Rate (Excluding Builder’s Risk) (Fixed Percentage and Dollar Amount)**

- a. The stated percentage will be a fixed percentage used to calculate the DBE’s actual Insurance amount at the time of GMP.
- b. The stated dollar amount for the RFP Proposal will be calculated based on the stated percentage and will be used to develop the DBE’s overall Price Proposal for Scoring of the RFP.
- c. Insurance cost dollar amount shall be calculated based on multiplying the stated percentage % X the Estimated Direct Construction Cost of \$36,000,000.

\_\_\_\_\_ Percent % X \$36,000,000 = \$ \_\_\_\_\_ Dollars

**Total Price Proposal (Excluding Builders Risk):**

- 1. The DBE’s Total Price Proposal (Sum of Items 1 through 5 above to be used for scoring the Price Proposal Section of the RFP)

1	Project Criteria Document Review, Design, and Pre-Construction Services (Lump Sum Cost)	\$	+
2	General Conditions (Lump Sum Cost)	\$	+
3	Construction Overhead and Profit (Calculated Dollar Amount)	\$	+
4	Payment & Performance Bond (Calculated Dollar Amount)	\$	+
5	Insurance Cost (Calculated Dollar Amount)	\$	+
	<b>Total Proposal Amount (Used for Scoring RFP)</b>	<b>\$</b>	

1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each proposer who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the proposer to enter into a contract with the District in accordance with the intent of the Contract Documents.
2. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Project Manager before bid date to verify the issuance of any clarifying Addenda.
3. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
4. The liquidated damages clause of the Contract Documents and Agreement is hereby acknowledged.
5. It is understood that the District reserves the right to reject this proposal and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
6. The following executed documents are attached hereto:
  - Exhibit A – Certification of RFP
  - Exhibit B – RFP Acknowledgement and Signature Form
  - Exhibit C – Proposal Form (This Form)
  - Exhibit D-1 – Non-Collusion Declaration
  - Exhibit D-2 – Iran Contract Act Certification
  - Exhibit E – Stipend Agreement
  - Exhibit F – Non-Disclosure Agreement
  - Exhibit G – Proposer Certifications
7. Receipt and acceptance of the following Addenda is hereby acknowledged:

No.:	Dated:
No.:	Dated:
No.:	Dated:
No.:	Dated:
No.:	Dated:
No.:	Dated:

8. Proposer acknowledges that the license required for performance of the Work is an A or B license.
9. Proposer hereby certifies that proposer is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

10. Proposer specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
11. Proposer hereby certifies that its proposal includes sufficient funds to permit proposer to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that proposer will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.
12. Proposer agrees to comply with all requirements of the Project Stabilization Agreement.
13. The Proposer represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Proposer further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
14. Proposer expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
15. Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
16. The undersigned Proposer certifies that it is, at the time of proposing, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Proposer further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.



Furthermore, Proposer hereby certifies to the District that all representations, certifications, and statements made by Proposer, as set forth in this Proposal, are true and correct and are made under penalty of perjury.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

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

Type of Organization: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title of Signer: \_\_\_\_\_

Address of Proposer: \_\_\_\_\_

Taxpayer Identification No. of Proposer: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_ web Page: \_\_\_\_\_

Contractor's License No(s): No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Public Works Contractor Registration No.: \_\_\_\_\_

END OF DOCUMENT



**EXHIBIT D-2**

**IRAN CONTRACTING ACT CERTIFICATION  
(Public Contract Code section 2202-2208)**

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

**OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

**OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

**CERTIFICATION:**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

END OF DOCUMENT

## STIPEND AGREEMENT FOR DESIGN-BUILD PROPOSAL

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This Stipend Agreement for Design-Build Proposal ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the Contra Costa Community College District ("District") and \_\_\_\_\_ ("Respondent") (each a "Party," and, together, "Parties").

### RECITALS

**WHEREAS**, pursuant to Education Code section 81700 et seq., District previously issued a Request for Qualifications for Project # D-628, to prequalify/shortlist design-build entities/teams for the District's Engineering Technology Building Renovation Project ("Project");

**WHEREAS**, pursuant to Education Code section 81700 et seq., District has now issued a Request for Proposals for Project # D-628, inviting each prequalified/shortlisted design-build entity/team to submit a competitive proposal for the Project ("Proposal");

**WHEREAS**, in order to encourage detailed and comprehensive Proposals, District wishes to pay a stipend in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000) to each prequalified/shortlisted design-build entity/team that submits a timely and complete Proposal in response to the RFP but that is not selected by the District to negotiate the design-build contract for the Project ("Stipend"); and

**WHEREAS**, the Parties wish to set forth the terms and conditions associated with the Stipend.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties agree as follows:

### TERMS

- 1. Scope of Services.** Respondent shall provide a Proposal in response to the RFP that complies with and satisfies all of the Proposal requirements listed therein, including any addenda thereto.
- 2. Contract Time.** The services performed under this Agreement shall commence upon the release of the RFP and shall be completed on or before the deadline for submitting a Proposal to the RFP, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
- 3. Stipend.** A Stipend in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000) shall be paid for a complete and responsive Proposal in response to the RFP that is not selected by District to negotiate the design-build contract for the Project. Respondent may only submit one (1) Proposal and only one (1) Stipend will be paid per complete Proposal, regardless of the number of members on Respondent's team. To be deemed "complete and responsive," the Proposal must be submitted by an eligible prequalified/shortlisted design-build entity/team and must comply with and satisfy all of the requirements of the RFP as determined by District. Incomplete or non-responsive Proposals will not be eligible for any portion of the Stipend.

Other than payment of the Stipend, in no event shall District be responsible for any

costs incurred by Respondent in relation to the RFP. Respondent shall be solely responsible for any and all costs and expenses incurred by Respondent, including but not limited to the costs of hiring subconsultants, contractors and other professionals, review of the Project's Criteria Documents, review and preparation of necessary documentation relating to the Project, all travel-related expenses, as well as for meetings with District and its representatives, long distance telephone charges, copying expenses, salaries of Respondent's staff and employees working on the Project, overhead, and any other reasonable expenses incurred by Respondent in performance of the services contemplated by this Agreement.

- 4. Payment.** Respondent may invoice District for the Stipend up to thirty (30) days after the deadline for Proposals in response to the RFP, provided that all conditions are met, District shall pay the Stipend within sixty (60) days of District's Board Approval of a design-build entity to negotiate the design build contract for the Project or, if no selection is made, within sixty (60) days of the announcement that no selection shall be made.
- 5. Ownership of Materials.** Upon payment of the Stipend, Respondent agrees that its Proposal becomes the property of District without restriction or limitation on its use. All Documents & Data (which includes but is not limited to record drawings, specifications and estimates prepared pursuant thereto, prepared or caused to be prepared by Respondent under this Agreement) shall be and remain the property of District for the purposes of repair, maintenance, renovation, modernization, or other purposes, only as they relate to the Project for which Respondent entered this Agreement. Nothing in this Section shall preclude District from using the plans, record drawings, specification, or estimates related to the Project for the purposes of additions, alignments, or other development on the Project site(s). In exchange for the Stipend, Respondent agrees that it shall not copyright any of the Documents & Data developed under this Agreement, unless otherwise agreed to in writing.
- 6. Design-Build Contract.** In no event shall District be obligated to award or enter into a design-build contract. District reserves the right to enter into a design-build contract with parties other than Respondent. District shall not be responsible to Respondent for any claims or damages resulting from District's failure to enter into the design-build contract with Respondent.
- 7. Termination.** By written notice to Respondent, District may, with or without reason, terminate this Agreement without compensation or liability to Respondent at any time prior to the deadline for submitting Proposals in response to the RFP.
- 8. Indemnity.** Respondent shall indemnify, defend and hold harmless District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Respondent. Respondent shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Respondent's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Respondent. District shall have the right to accept or reject any legal representation that Respondent proposes to defend the Indemnified Parties.
- 9. Limitation of District Liability.** District's financial obligations under this Agreement shall be limited to the payment of the Stipend provided in this

Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

- 10. Compliance with Laws.** Respondent shall observe and comply with all rules and regulations of the governing board of District and all applicable federal, state, and local laws, ordinances, and regulations. Respondent shall give all notices required by any applicable law bearing on the services under this Agreement.
- 11. Disputes.** All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Respondent shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Respondent's right to bring a civil action against District.
- 12. Attorney's Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 13. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission or electronic mail, addressed as follows:

**District:**

Contra Costa Community College District  
500 Court St.  
Martinez, CA 94553  
Fax: \_\_\_\_\_  
Email: izildzic@4cd.edu  
ATTN: Ines Zildzic

**Respondent:**

[NAME]  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
ATTN: \_\_\_\_\_

Any notice personally given or sent by facsimile transmission or electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

- 14. Independent Contractor.** Respondent, in the performance of this Agreement, shall be and act as an independent contractor. Respondent represents and warrants that: (A) Respondent is free from the control and direction of District in connection with the performance of the Services, both under the Agreement and in fact; (B) Respondent's Services are outside the usual course of District's business; and (C) Respondent is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services.

Respondent understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Respondent shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Respondent's employees. By checking the applicable box below, Respondent hereby represents and warrants to District the following:

- Respondent is and shall be a resident of the State of California or is otherwise exempt from withholding. To the extent an exemption is sought, Respondent will provide District with appropriate evidence including, without limitation, FTB Form 590. Respondent shall still be responsible for payment of all state and federal taxes.
- Respondent is not a resident of the State of California or otherwise not exempt from withholding, and Respondent authorizes District to withhold from all payments made to Respondent under this Agreement all taxes required to be withheld by law. (See, e.g., California Revenue & Taxation Code section 18661 et seq.)

- 15. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 16. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 17. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.
- 18. Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 19. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 20. Assignment.** The obligations of Respondent pursuant to this Agreement shall not be assigned by Respondent.
- 21. Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

- 22. Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 23. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 24. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 25. Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 26. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 27. Incorporation of Recitals.** The Recitals are hereby incorporated herein by reference.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: \_\_\_\_\_, 2023

Dated: \_\_\_\_\_, 2023

**Contra Costa Community College District**

\_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

**Information regarding Respondent:**

License No.: \_\_\_\_\_

\_\_\_\_\_:

Registration No.: \_\_\_\_\_

Employer Identification and/or  
Social Security Number

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

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Type of Business Entity:

- \_\_\_\_ Individual
- \_\_\_\_ Sole Proprietorship
- \_\_\_\_ Partnership
- \_\_\_\_ Limited Partnership
- \_\_\_\_ Corporation, State: \_\_\_\_\_
- \_\_\_\_ Limited Liability Company
- \_\_\_\_ Other: \_\_\_\_\_

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, District requires Respondent to furnish the information requested in this section.**

# Exhibit F

## CONFIDENTIALITY AGREEMENT

This **CONFIDENTIALITY AGREEMENT** (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Contra Costa Community College District (“CCCCD”), and \_\_\_\_\_ (“Design-Build Entity”).

WHEREAS, CCCCDD is prepared to furnish Design-Build Entity certain proprietary and confidential information relating to CCCCDD’s business activities for the purpose of evaluating the possibility of retaining Design-Build Entity’s services for corporate communications and related matters (the “Purpose”); and

WHEREAS, Design-Build Entity is willing to receive this information under the strict obligation of confidentiality described below.

NOW, THEREFORE, in consideration of the foregoing promises, mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

**1. Confidential Information** “Confidential Information” as used in this Agreement shall mean all information disclosed to Design-Build Entity by CCCCDD or any of its subsidiaries or affiliates, including, without limitation, any business, technical, marketing, financial or other information, whether in written, electronic or oral form. Confidential Information shall not include information that (i) is or becomes part of the public domain other than as a result of disclosure by Design-Build Entity, (ii) becomes available to Design-Build Entity on a non-confidential basis from a source other than CCCCDD, provided that source is not bound with respect to that information by a confidentiality agreement with CCCCDD or is otherwise prohibited from transmitting that information by a contractual, legal or other obligation, or (iii) was in Design-Build Entity’s possession prior to disclosure of the same by CCCCDD. Design-Build Entity shall have the burden of proving the applicability of any of the above exceptions.

**2. No Disclosure or Use of Confidential Information.** For a period of five (5) years from the date of this Agreement, Design-Build Entity shall not, directly or indirectly, disclose any Confidential Information or the existence of this Agreement to any third party or use the Confidential Information for other than the Purpose. Notwithstanding the foregoing, Design-Build Entity may, but only to the limited extent necessary, disclose Confidential Information to those employees, officers, directors, and/or representatives of Design-Build Entity having a need to know the Confidential Information to further the Purpose. As a condition precedent to any such disclosure, Design-Build Entity agrees to (i) inform such parties receiving Confidential Information of its confidential nature, (ii) take all measures necessary to cause such parties to be bound by the obligations of confidentiality and use contained in this Agreement, and (iii) indemnify CCCCDD, in accordance with all provisions of this Agreement, against any costs, damages or expenses (including, without limitation, attorneys’ fees) CCCCDD may incur as a result of the unauthorized use or disclosure of Confidential Information by any such third party.

3. **Ownership of Confidential Information.** All Confidential Information shall be and remain the property of CCCCDC.

4. **Compelled Disclosure.** In the event that Design-Build Entity is requested or required by judicial or administrative process to disclose any Confidential Information, Design-Build Entity shall promptly notify CCCCDC of such request or requirement, so that CCCCDC may seek an appropriate protective order or waive compliance with this Agreement. In any event, Design-Build Entity shall disclose only that portion of the Confidential Information that it is legally required to disclose and will exercise its best efforts to obtain assurances that confidential treatment will be accorded such disclosed Confidential Information.

5. **Return of Confidential Information.** Immediately upon receiving any request by CCCCDC, Design-Build Entity agrees (i) to return to CCCCDC all Confidential Information, including all copies of the same, (ii) to cause any memorandums, summaries, reports or documents otherwise created by it that contain or are based in any way on Confidential Information to be destroyed, and (iii) if requested, to deliver a duly authorized and executed certificate to CCCCDC certifying that all such Confidential Information has been returned or destroyed.

6. **Relationship of Parties.** No right or license, express or implied, is granted to Design-Build Entity with respect to any Confidential Information. Nothing in this Agreement obligates CCCCDC to disclose any information to Design-Build Entity or creates an agency or partnership relationship between the parties.

7. **Severability.** In the event that any one of the provisions contained in this Agreement should be found to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired by such a finding.

8. **Waiver.** No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. No valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement.

9. **Injunctive Relief.** Design-Build Entity agrees that should it breach or threaten to breach any provision of this Agreement, CCCCDC will suffer irreparable damages and its remedy at law will be inadequate. Therefore, if Design-Build Entity threatens or actually breaches this Agreement, CCCCDC shall be entitled, in addition to all other remedies available to it at law or in equity, to equitable relief, including specific performance and injunctive relief to enforce any provision hereof and to restrain Design-Build Entity from using or disclosing, in whole, or in part, directly or indirectly, any Confidential Information.

10. **Attorneys' Fees.** In the event any dispute arising out of or relating to this Agreement or any breach thereof is adjudicated by any court of law or arbitration tribunal, the party prevailing in such adjudication shall be entitled to recover its reasonably incurred attorneys' fees from the non-prevailing party.

11. **Governing Law; Venue.** This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of California, without regard to the principles of conflict of laws thereof. Any legal

or equitable action arising out of or relating to this Agreement shall be instituted and maintained exclusively in the state or federal courts of California and the parties hereby irrevocably and unconditionally consent to the exclusive jurisdiction of such courts.

**12. Entire Agreement; Amendments.** This Agreement contains the entire agreement of the parties and supersedes any and all prior agreements, written or oral, between CCCCD and Design-Build Entity relating to the subject matter of this Agreement. This Agreement may not be amended unless agreed to in writing by authorized representatives of both parties.

**13. Authorization.** CCCCD, Design-Build Entity and the individuals signing below each warrant and represent that such individuals are authorized and empowered to enter into and execute this Agreement on behalf of CCCCD and Design-Build Entity, respectively.

**14. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile copies hereof and facsimile signatures thereon shall have the same force and effect as originals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

**“CCCCD”**

**“Design-Build Entity”**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

# Exhibit G

SECTION 00 45 00

## PROPOSER CERTIFICATIONS

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TO BE EXECUTED BY ALL PROPOSERS AND SUBMITTED WITH PROPOSAL

The undersigned Proposer certifies to the CONTRA COSTA COMMUNITY COLLEGE DISTRICT ("District"), as is set forth in paragraphs 1 through 14 below all under the penalty of perjury that:

**1. CERTIFICATE OF NON-DISCRIMINATION.**

There will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, or national origin; that all federal, state, and local laws, regulations, directives, and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

**2. STATEMENT OF CONVICTIONS.**

No final, unappealable finding of contempt of court by a Federal Court has been issued against Proposer within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

**3. PREVIOUS DISQUALIFICATIONS.**

Neither the below indicated Proposer nor any of its officers or employees with a proprietary interest in such Proposer has ever been disqualified, removed or otherwise prevented from proposing on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If such exceptions are attached, please explain the circumstances.

**4. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE.**

Proposer is aware of the provisions of Labor Code § 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Proposer will comply with such provisions before commencing the performance of the Work of this Contract.

**5. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS.**

Proposer is aware of the provisions of Labor Code § 1773, which requires the payment of prevailing wages on public projects. Also, that the Design Builder and all of its Subcontractors shall comply with Labor Code § 1776, regarding wage records, and with Labor Code § 1777.5, regarding the employment and training of apprentices. It is the Design Builder's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

**6. CERTIFICATION OF APPRENTICESHIP PROGRAM PARTICIPATION**

Proposer is a party to an agreement with a registered apprenticeship program approved by the California Apprenticeship Council that has graduated apprentices in each of the preceding five years (provided that this graduation requirement shall not apply to programs providing apprenticeship training for any craft that has been deemed by the Department of Labor and the Department of Industrial Relations to be an apprenticeable craft, and that attached hereto is a copy of that agreement, which is true and correct and in full force and effect.

**7. CERTIFICATION OF ACCEPTABLE SAFETY RECORD.**

Proposer’s experience modification rate for the most recent five-year period is an average of 1.25 or less, and its average Total Recordable Injury/Illness rate and average lost work rate for the most recent five-year period does not exceed the applicable statistical standards for its business category or if the Proposer is a party to an alternative dispute resolution system as provided for in Labor Code § 3201.5.

**8. CERTIFICATION REGARDING MATERIAL CHANGES.**

**[Please check and/or complete one of the following]**

\_\_\_\_\_ All information Proposer submitted to District in connection with the Pre-Qualification process, including without limitation its Pre-Qualification Questionnaire, and any modifications, amendments or supplements thereto remains true and correct in all material respects as of the date of submitting its Proposal. All financial information Proposer submitted to District in connection with the Pre-Qualification process remains an accurate representation of the financial strength of Proposer and its core Subcontractors and subconsultants.

\_\_\_\_\_ Except as identified on a separate document submitted with Proposer’s Proposal entitled “Material Changes to Proposer’s Pre-Qualification submittal” all information Proposer submitted to District in connection with the Pre-Qualification process, including without limitation its Pre-Qualification Questionnaire, and any modifications, amendments or supplements thereto remains true and correct in all material respects as of the date of submitting its Proposal. Except as identified and described in the Material Changes to Proposer’s Pre-Qualification submittal, all financial information Proposer submitted to District in connection with the Pre-Qualification process remains an accurate representation of the financial strength of Proposer and its core Subcontractors and subconsultants.

**9. CERTIFICATION REGARDING USE AND OWNERSHIP OF INFORMATION.**

All rights to information developed, disclosed or provided in the undersigned’s Proposal and the attendant submissions are the property of District, unless Proposer makes specific reference to data that is considered proprietary. To the extent the undersigned Proposer claims any copyright, patent or other property right in any portion of its Proposal, submission of a Proposal constitutes Proposer’s express (a) grant and assignment of a perpetual, transferable (in whole or in part), non-exclusive, royalty-free license to District for all such portions, and (b) agreement that District may use any such intellectual property without charge for any lawful purpose in connection with the Project or other District project, including without limitation to the creation of derivative works and issuance of sublicenses.

**10. CERTIFICATION REGARDING LABOR CODE SECTION 6300.**

Proposer does not have serious or willful violations of Part 1 (commencing with § 6300) of Division 5 of the Labor Code, during the past five-year period or Proposer is taking appropriate corrective action to prevent further violations of Part 1 of Division 5 of the Labor Code;

**11. CERTIFICATION REGARDING HAZARDOUS MATERIALS**

- 11.1 Proposer hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations (“New Hazardous Material”), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Proposer's work on the Project.
- 11.2 Proposer further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
- 11.3 Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.
- 11.4 Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Proposer if the material is found to be New Hazardous Material.
- 11.5 All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing “New Hazardous Material” will be immediately rejected and this Work will be removed at Design Builder's expense at no additional cost to the District.

**12. FALSE CLAIMS ACT CERTIFICATION**

Design Builder certifies under penalty of perjury under the laws of the State of California that any and all applications for payment will represent the true and correct statement of the work performed and the materials and supplies purchased. Design Builder understands that it is a violation of the False Claims Act (Government Code § 12650, et. seq.) to knowingly present or cause to be presented a false claim for payment or approval.

Proposer: \_\_\_\_\_  
[Name of Proposer]

By: \_\_\_\_\_  
[Signature]

Name: \_\_\_\_\_  
[Printed Name]

Its: \_\_\_\_\_  
[Title]

Dated: \_\_\_\_\_

END OF SECTION