

**REQUEST FOR QUALIFICATIONS (RFQ)/
REQUEST FOR PROPOSAL (RFP) #1819-256**

**IN-HOUSE DIVISION OF STATE ARCHITECT (DSA)
PROJECT INSPECTOR SERVICES**

for

VARIOUS FACILITY IMPROVEMENT PROJECTS



**Proposals must be received no later than
July 22, 2019 at 4:00 PM**

Submit Response To: RSCCD Facility Planning, Construction and
District Support Services
2323 N. Broadway, Suite 112
Santa Ana, CA 92706-1640
Attention: Darryl Taylor
Director

**Questions or
Clarifications:** All questions must be submitted in writing via
email to: FacilitiesRFP@rsccd.edu

1. REQUEST FOR PROPOSALS

1.1 Purpose

By way of this Request for Qualifications/Request for Proposals (“RFQ/RFP”), the Rancho Santiago Community College District (“District”) is requesting Statements of Qualifications and Proposals (“Response”) from firms who can provide a full-time, in-house Division of State Architect (DSA) project inspector, who can assist on a variety of projects throughout the District.

The District has an established prequalified short-list of DSA Project Inspector Firms established through RFQ #1314-52, RFQ #1718-206 and RFQ #1819-247. If your Firm is already on the District prequalified short-list, please submit a **letter expressing your interest in this in-house opportunity, names and detailed resumes of proposed inspectors and an updated Exhibit C – Billing Rate Form, and Exhibit C-1.** Previously prequalified Consultants are not guaranteed to be deemed qualified for this in-house opportunity.

1.2 RFQ/RFP Schedule

All Consultants shall adhere to the RFQ/RFP Schedule indicate below. The District reserves the right to modify the Schedule as needed and will issue an addendum if it modifies the Schedule.

Event / Occurrence	Deadline
District Issues RFQ/RFP	June 14, 2019
Deadline for Consultants to submit questions regarding this RFQ/RFP	June 26, 2019 by 4:00pm
Deadline for Consultants to submit Response	Monday, July 22, 2019 by 4:00pm
District to interview Consultant(s) (Optional)	July 25, 26, 2019
District to finalize recommendation for District Board of Trustees (if required)	July 26, 2019
District Board of Trustees approves successful Consultant	August 12, 2019

1.3 Qualified Consultant

All Consultants submitting a Response to this RFQ/RFP and seeking to provide in-house Project Inspector Services for the District should be extremely familiar with all applicable regulations, including the procedures for state-funded projects, industry guidelines especially as they apply to community college projects, and be capable of providing work product that will enable the District to strictly comply with said requirements. Consultants must demonstrate a minimum of five (5) years of relevant experience and professional success with similar services for Community College projects and DSA projects.

1.4 Submission

If your firm is interested in performing inspection services on behalf of the District, please submit a Response in accordance with this RFQ/RFP. Responses must be received no later than the date and time indicated in the RFQ/RFP Schedule, Section 1.2. Proposals will be date stamped to record receipt thereof. The proposals may be mailed or delivered in person during normal business hours, which are **8:00 a.m. to 5:00 p.m., Monday through Friday (during summer hours 7:30am – 4:30pm on Friday).** Delivery of Responses is the sole responsibility of the Consultant. All Responses must be signed and become the property of the District. The address for submission of the proposals is as indicated on the coversheet.

1.5 Response Format

Each Consultant is required to submit a Response they deem appropriate to the following requests. Submittals should be brief and concise, but provide sufficient clarity to meet the criteria to be used in the evaluation process. Each hardcopy of the Response must be bound individually, single-sided, tabbed, and organized in the same order as the RFQ/RFP, and include all sections and information as stated in Part 4, Statement of Qualifications/Proposal Response Format. Each Consultant shall submit **five (5)** bound hard copies and **one (1)** electronic copy, in PDF format with bookmarks, of the Response. The District will evaluate each Response based on the responsiveness to District requirements listed.

NOTE for Exhibits: All Exhibits should be tabbed, labeled and included as part of the appendix. It is at the Firm's discretion to determine how to reference, in the body of the Proposal, the location of the Exhibits in the appendix. All Exhibits may be recreated in another program as long as the formatting and information requested mirrors the PDF forms attached to this RFQ/RFP. The intent of the PDF forms is to keep all the requested information in a uniform format.

1.6 Questions

Consultants must carefully read the entire RFQ/RFP prior to submitting questions as most questions will be answered in this RFQ/RFP. If, however, you should have questions regarding this RFQ/RFP, please email FacilitiesRFP@rscdd.edu. All questions must be submitted in writing. The question deadline is indicated in the RFQ/RFP Schedule, Section 1.2. After this deadline, the District will not answer, address, and/or review any questions interested Consultants might submit. Responses to all questions received prior to the deadline will be provided to all Consultants.

2. SCOPE OF SERVICES

The District is seeking the full-time services of a DSA Class 1 or 3 project inspector to provide in-house construction inspection services for various facility improvement projects ("Consultant Inspector"). The selected consultant inspector will report to the Facility Planning, District Construction and Support Services department at the District Office. The proposed staff will be housed within the District's offices full-time. Full-time shall mean between a 30 to 40 hour week, as needed depending on projects, although it is anticipated to be a minimum of 30 hours per week. Additionally, the Consultant Inspector must be available to work during evening or late shift hours, weekends and/or holidays as necessitated by project schedules.

These future projects may include, but are not limited to minor new construction, modernizations, site improvements or upgrades, infrastructure upgrades, scheduled maintenance, barrier removal projects or minor maintenance projects. At the District's discretion, inspections may be required on minor maintenance work or other projects that are not subject to DSA. The scope of inspections and assistance by qualified inspectors may be modified at the sole discretion of the District prior to execution of services by the selected firms or individuals. The projects may occur at any of the District's following sites:

- 1) District Office – 2323 North Broadway, Santa Ana, CA 92706; including off-site locations:
- 2) Digital Media Center – 1300 S. Bristol, Santa Ana, CA 92704
- 3) Santa Ana College – 1530 W. 17th Street, Santa Ana, CA 92706; including off-site locations:
- 4) Centennial Education Center – 2900 W. Edinger Ave., Santa Ana, CA 92704

- 5) Orange County Sheriff's Regional Training Academy – 15991 Armstrong Ave., Tustin, CA 92782
- 6) Santiago Canyon College – 8045 E. Chapman Ave., Orange, CA 92869; including off-site locations:
- 7) Orange Education Center – 1465 N. Batavia Street, Orange, CA 92867
- 8) OEC Provisional Education Facility – 1937 W. Chapman, Suite 200, Orange, CA 92868 (leased facility)
- 9) College & Workforce Preparation Center – 1572 N. Main Street, Orange, CA 92867 (leased facility)

2.1 All On-Site Services, Inspection-Related Activities, and Special Inspections

Consultant Inspector's services shall consist of all on-site inspection services of various PROJECTS and all inspection-related activities relating thereto, including, but not limited to, the services set forth under this Article.

- 1) The Consultant Inspector shall, if directed by the DISTRICT or a project Architect, perform Special Inspections or coordinate and oversee Special Inspections by Geotechnical, Material Testing & Special Inspection firms when required.
- 2) Special Inspections may be performed by the Consultant Inspector if the Consultant Inspector has been specially approved for such purposes. Where other special inspectors are required to comply with DSA or California Building Code requirements, the Consultant Inspector shall manage coordination, scheduling and timely reporting of results to the DISTRICT, the Construction Manager (if applicable), the project Architect, and DSA if required.
- 3) The Consultant Inspector shall follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to the work.

2.2. Title 24 California Code of Regulations, District Standards, Division of the State Architect.

The Consultant Inspector shall ensure that the PROJECT Contractor's ("Contractor") installation of work is constructed to Title 24 California Code of Regulations, the DISTRICT standards and any other requirements of Public Agencies providing jurisdiction. Verifications shall include, but not be limited to, welding connections, electrical connections and material utilized in conformance with construction documents. The inspection shall be according to the Division of the State Architect ("DSA") current inspection rules and regulations.

2.3. Continuous Inspection.

The Consultant Inspector shall perform continuous inspection of the PROJECTS during the work of construction in all stages of its progress and digitally document daily activity with pictures and notes. Such inspection shall be conducted based on personal knowledge of the work of construction and shall ensure that the approved plans and specifications are completely executed. Continuous inspection means complete inspection of every part of the work. Work such as concrete or brick work that can be inspected only as it is placed shall require the constant presence of the Consultant Inspector. Other types of work that can be completely inspected after the work is installed may be carried on while the Consultant Inspector is not present. In no case shall the Consultant Inspector have or assume any duties that will prevent the Consultant Inspector from providing continuous inspection.

2.4. Inspector's Familiarity with Project Agreements.

The Consultant Inspector shall become sufficiently acquainted with the PROJECTS and the agreements between the DISTRICT and the Architect, Construction Manager (if applicable), and Contractor, to allow for the Consultant Inspector's effective and productive interface between the DISTRICT, the Architect, the Construction Manager (if applicable), the Contractor, and governmental inspectors by government inspectors.

2.5 Job Site Meetings.

The Consultant Inspector shall, as directed by the Architect, the DISTRICT, or the Construction Manager (if applicable), attend meetings held at the PROJECT site or the District Facilities or other location identified to the Consultant Inspector by the District. Such meetings shall include, but are not limited to, billing meetings, specification reviews, coordination, and progress.

2.6. Inspector's Relationship with Architect.

The Consultant Inspector shall consult with and work under the general direction of the various Architect teams during the construction and installation phase of the PROJECTS. Prior to commencement of work, the Consultant Inspector shall cooperate with the Architect to develop an Inspection Plan for the Project. The Consultant Inspector shall obtain from the Architect additional details or information when required at the PROJECTS for the proper execution of the PROJECTS. The Consultant Inspector shall assist in the review of Contractor's submittals. The Consultant Inspector shall review plans and specifications. All inconsistencies or seeming errors noted by the Consultant Inspector in the plans and specifications shall be immediately reported by the Consultant Inspector with written confirmation at the earliest possible time thereafter, to the Architects, with a copy to the DISTRICT and Construction Manager (if applicable), for the Architects' interpretation and instructions relating thereto. In no case, however, shall the instruction of the Architects be construed by the Consultant Inspector to cause work to be done that is not in conformity with approved plans, specifications and change orders. Interpretations received by the Consultant Inspector from the Architects that cause deviations from the approved plans, specifications and change orders shall be referred by the Consultant Inspector to the architect responsible for preparation of change orders to cover the required work.

2.7. Inspector's Relationship with Contractor.

The Consultant Inspector shall, through the Contractor's representative, maintain liaison with the Contractor and all subcontractors on the PROJECTS. The Consultant Inspector shall consider and evaluate suggestions and recommendations that may be submitted by the Contractor to the Architect, and report verbally and confirm in writing the same to the Contractor, the Construction Manager (if applicable), and the Architect, with recommendations to the Construction Manager (if applicable), Architect and the DISTRICT for final decision.

2.8 Governmental Agencies Having Jurisdiction.

- 1) **Site Visits by Governmental Inspectors.** If any governmental inspectors representing local, state or federal agencies having jurisdiction of the PROJECTS should visit the PROJECT sites, the Consultant Inspector shall accompany such governmental inspectors during their visits through the PROJECTS, and record in writing and report to the Construction Manager (if applicable), the Architect and the DISTRICT the results of such governmental inspections.
- 2) **Notifications to Government Agencies and Inspectors.** The Consultant Inspector shall notify the governmental agencies and inspectors having authority

over the PROJECTS when the work is started on the PROJECTS; at least forty-eight (48) hours in advance when foundation trenches will be complete; when the work is ready for footing forms; at least forty-eight (48) hours in advance of the first pour of concrete; and when the work is suspended for a period of more than two (2) weeks.

2.9. Inspector’s Job Files.

The Consultant Inspector shall maintain orderly job files at the PROJECT site that include correspondence; reports of Project site conferences; minutes of job site meetings; shop drawings; and reproductions of the original Construction Contract of the Contractor (“Construction Contract”), including all addenda, change orders, and supplementary drawings and specifications issued subsequent to the award of the Construction Contract. The Consultant Inspector shall keep a file of approved plans and specifications, including all approved addenda and change orders, on the job site at all times, and shall immediately return any unapproved documents to the Architect for proper action. The Consultant Inspector, as a condition of Consultant Inspector’s contract, shall have and maintain on the job at all times all codes and documents referred to in the plans and specifications for the PROJECTS.

2.10. Inspector’s Daily Records.

The Consultant Inspector shall maintain daily inspector reports and job files that are thorough, complete and orderly and deemed by the Consultant Inspector to be accurate and qualitative. Such reports shall record hours on the PROJECT site; weather conditions; construction procedures, where performed and any deviations therefrom; construction equipment and vehicles utilized; manpower assigned by the Contractor and subcontractors; equipment and materials delivered to the site, including Consultant Inspector’s inspection thereof within forty-eight (48) hours of Contractor’s delivery to the job site and Consultant Inspector’s determination that they meet submittal and specification requirements; daily activities; verbal instructions and clarifications of the work given to the Contractor; decisions that either clarify or deviate from the contract documents; general observations and specific observations in detail as in the case of PROJECTS test procedures and results; occurrences or conditions that might affect the construction budget or schedule; any work or material in place that does not correspond with the drawings or specifications, as well as resulting action taken; telephone calls made of a substantial nature, including statements or commitments made during the call; and names of all visitors to the PROJECT sites, including agency representation and agents of the DISTRICT. Said reports and/or job files shall be made available to the PROJECT Architect (“Architect”), the Construction Manager (if applicable), and the DISTRICT upon request. Failure to provide these Daily Records shall constitute a material breach of contract and may be cause for termination of this AGREEMENT by the DISTRICT.

2.11. Inspector’s Verified and Semi-Monthly Reports.

The Consultant Inspector shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting reports required by Title 24 as follows:

- Copies of verified reports required by Title 24 CCR shall be submitted to the DISTRICT within five (5) work days of the end of the report period and within five (5) days of final acceptance for the final verified report.
- Copies of semi-monthly reports required by Title 24 CCR shall be submitted to the DISTRICT within two (2) work days of the close of the report period. These reports shall include the following information:
 - a) A brief description of the work in progress by each trade or contractor with an

estimate of percentage completed to date.

- b) Notation of progress or other project related meetings conducted on site.
- c) Notice of official visitors to the site to include the dates of their visit and a brief description of their visit.
- d) Notation of all approved submittal, change orders, bulletins, and requests for information or clarification received by the CONTRACTORS from the architect or project engineer.
- e) Notation of all correction notices or notices of non-compliance issued to the contractor (include a copy of such notices with the report).
- f) Notification of any situation or development that may have an adverse impact on construction activities or delays in material delivery.
- g) Notation of the average number of workers and foremen on site each day for the report period.
- h) Notice of any delays due to adverse weather conditions including a brief description of the circumstances and any work that was impeded.
- i) Notation of any deviation from the contractor's approved construction schedule.
- j) Certification that the construction activities and materials comply with approved project documents unless otherwise specifically noted in the report.

2.12. Inspector's Records of Construction Procedures.

- 1) **Maintain all Records.** The Consultant Inspector shall maintain all of Consultant Inspector's inspection records of construction procedures on the PROJECT jobsite, or District office, whichever is applicable, until the completion of the work. The Consultant Inspector shall use the District's filing system and filing protocols for all project related records, materials and communications. The INSPECTOR shall maintain a record of phases of construction procedures, if such construction procedures are required.
- 2) **Concrete-Pouring Operations.** The Consultant Inspector's records shall show the date and time of placing concrete and the date and time of removal of forms in each portion of the structure.
- 3) **Welding Operations.** The Consultant Inspector's records shall include identification marks of welders, lists of defective welds, manner of correction of defects, and any other relevant information.
- 4) **Piles.** The Consultant Inspector's records shall, when piles are driven for foundations, include penetration under the last ten (10) blows for each pile.

2.13. Tests: Advise in Advance, Observe and Record.

The Consultant Inspector shall advise the Architect, the Construction Manager (if applicable), and the DISTRICT in advance, verbally and in writing, of the schedules of tests and shall observe the tests at the PROJECT site that are required by the Construction Contract. The Consultant Inspector shall record in writing all necessary details relative to the test procedures and results.

2.14. Testing Services for Observation.

The Consultant Inspector shall observe and record all testing services.

2.15. Certification Documentation.

The Consultant Inspector shall ensure that all required certification documentation relative to the PROJECT is received in a timely manner by the Construction Manager (if applicable), and the DISTRICT.

2.16. Contractor's Deviations in the Work.

Whenever the Consultant Inspector observes that the Contractor is performing any portion of the PROJECT in deviation from the approved plans, specifications or change orders or in violation of any local, state or federal codes, or contrary to approved revisions to any of the above, the Consultant Inspector shall, if such deviation or violation is not immediately corrected by the Contractor when brought to the attention of the Contractor by the Consultant Inspector, immediately direct the Contractor in writing, while simultaneously notifying the Architect, the Construction Manager (if applicable), and the DISTRICT, to cease installation of that nonconforming portion of the PROJECT, pending further decision by the Architect and the DISTRICT; and shall, in all cases, whether or not said deviations or violations are immediately corrected by the Contractor, make a written record of same. The Consultant Inspector shall deliver copies of the writings referred to in this paragraph to the DISTRICT within twenty-four (24) hours of Consultant Inspector's origination of the writings.

2.17 . Defective Work.

If the INSPECTOR determines that any portion of the PROJECT is defective and such defect requires that portion of the work to be rejected, the Consultant Inspector shall immediately report said defective work to the Architect, the Construction Manager (if applicable), and the DISTRICT. The Consultant Inspector's initial report regarding such defective work may be either verbal or in writing, whichever form is deemed more appropriate by the Consultant Inspector under the circumstances. However, if such initial report is verbal, the Consultant Inspector shall confirm said verbal report in writing within one (1) calendar day.

2.18. Failure to Notify the Architect, the Construction Manager, and the District.

Consultant Inspector's failure to notify the Architect, the Construction Manager (if applicable), and the DISTRICT of work not in compliance with the plans and specifications shall constitute a material breach of contract and may be cause for termination of this AGREEMENT by the DISTRICT.

2.19 Construction Schedule, Potential Delays in Substantial Completion.

The Consultant Inspector shall be alert to the construction schedule and to any conditions that may cause delay in substantial completion of the PROJECT. Upon observing such conditions, the Consultant Inspector shall report the same immediately and, within one (1) calendar day of observing such conditions, confirm the same in writing to the Architect, the Construction Manager (if applicable), and the DISTRICT.

2.20. Payments Request.

The Consultant Inspector shall review the Contractor's pay requests prior to the issuance of Architect's and Contractor's certificate of payment to the Construction Manager (if applicable) and the DISTRICT and indicate whether amounts claimed by the Contractor are, in the Consultant Inspector's opinion, correct. The Consultant Inspector's approval of pay requests shall be shown by signature of the Consultant Inspector on the pay request.

2.21 Construction at Existing Facilities.

The Consultant Inspector shall, where existing facilities are to be maintained in operation

during the PROJECTS, assist as a liaison between the Construction Manager (if applicable), the DISTRICT and the Contractor in order to prevent materially adverse disruption to the DISTRICT's operations at or near the PROJECT sites.

2.22. Occupancy of Facility.

The Consultant Inspector shall, in the event that the DISTRICT should occupy the PROJECT or any portion thereof prior to substantial completion of the PROJECTS by the Contractor, assist in the development of a punch list agreement between the DISTRICT, the Construction Manager (if applicable), the Architect and the Contractor as to incomplete items and the general conditions of areas to be occupied by the DISTRICT prior to substantial completion of the PROJECTS by the Contractor.

2.23. As-Built Drawing.

The Consultant Inspector shall review and verify the adequacy and accuracy of required As-Built drawings prepared by the Contractor, as set forth in the Construction Contract, and determine that such As-Built drawings are updated by the Contractor on a monthly basis prior to processing of Contractor's monthly payment request.

2.24 Plan Review.

Consultant Inspector shall perform a review of plans and specifications utilizing a checklist type method such as Redicheck or some other form acceptable to the District. The Consultant Inspector should verify site conditions against existing and proposed plans. Comments shall be made in Bluebeam when the project is supported by Bluebeam software. The Consultant Inspector shall provide input to the District relative to means and methods of construction, and constructability. This checklist shall be made available to the District upon request.

Consultant Inspector shall perform pre-construction plan reviews at construction document milestones such as 50% and 90%, and provide written comments on the coordination of various disciplines, including civil, structural, architectural, mechanical, electrical, HVAC, plumbing and landscape. Consultant Inspector shall review the plans for quality control, general conformance to codes, constructability, completeness, coordination of various design disciplines, and shall provide marked up plans for the District to review. The Consultant Inspector shall ensure consistency with District Facility Design Standards. Consultant Inspector shall provide value engineering or other cost and budget management recommendations as requested by the District.

2.25. Punch List Items.

The Consultant Inspector shall, after substantial completion or completion of a portion thereof, check each punch list item to ensure that it is corrected in accordance with the Construction Contract, plans and specifications.

2.26 Deadlines

The Consultant Inspector must be prepared and equipped to provide Services in a timely manner and on relatively short notice so as to enable the District to meet critical, and at times unpredictable, time deadlines and schedules.

2.27 Compliance with Applicable Laws

Consultant Inspector Statement of Qualifications must set forth Consultant Inspector's understanding of all applicable laws, guidelines, and requirements, including the Education Code, Division of the State Architect (DSA) and local ordinances and/or other applicable guidelines applicable to the Services to be undertaken, as well as Consultant Inspector's ability and methodology to comply with the same. Consultant Inspector's Response must confirm that the proposed Services will meet all the aforementioned requirements as set by the applicable codes, regulations and guidelines.

2.28 Working Conditions

While each Consultant Inspector is anticipated to be housed at the District Operations Center, each shall be capable of working indoors and outdoors, as required, in all weather and site conditions including, but not limited to, rain, dirt, mud, and ice. The Consultant Inspector's activities may require kneeling, bending, climbing ladders, stepping over trenches, etc.

3. STATEMENT OF QUALIFICATIONS/PROPOSAL RESPONSE FORMAT

3.1 Cover Letter

Provide a cover letter and introduction, including the company name, headquarters and local office (if different from headquarters) address, telephone number(s), and email address of the person or persons authorized to represent the institution regarding all matters related to the Response. As part of the narrative, provide a brief synopsis of the firm's corporate structure and history. In a narrative discussion, describe any litigation or threatened litigation against your firm or its owners that may affect your performance or completion of this proposed program. A person authorized to bind the firm to all commitments made in the proposal shall sign this letter.

3.2 Firm Information

Please complete Exhibit A and Exhibit B. Complete **Exhibit A – Firm Information Form** and **Exhibit B – Information Questionnaire Form**.

3.3 Project Team

Please identify your firm's proposed inspector and their specific expertise and experience in inspection services, especially as it relates to Community College campus projects. Include an organizational chart for the proposed staff and indicate who will be the District's contact person for your firm. Provide a detailed resume of each team member, including previous experience, number of years with the firm, education, active certifications or licenses. Prime consideration will be given to Consultants who propose team members with experience in community college projects of similar size, type, and difficulty.

For the identified Consultant Inspector(s), provide a list of all District contracts held within the last five (5) years including, with respect to each Consultant Inspector, the project name, property address, contract amount, and Consultant's contact person at the District on said project. Past performance of the Consultant will be evaluated and Clients listed may be contacted for a reference.

3.4 Fee Proposal and Billing Rates

Consultant shall **propose** an **hourly rate** that anticipates future rate increases for all services described in this RFQ/RFP utilizing the form included in **Exhibit C – Billing Rate Form**. Consultant Inspector's proposed fee should include and account for all direct labor costs, fringe benefits, insurance, overhead, profit, and all other expenses the Consultant will incur in providing the services.

All proposed reimbursable expenses shall be directly related to the services required for the Project and must be supported by proper documentation and prior District authorization. Travel and Mileage are not acceptable reimbursable items. Reimbursement shall not exceed cost plus 5%.

The District is interested in competitive pricing for the following options to be noted in **Exhibit C-1 – Billing Rate Proposal Form**

Option A: One year with 4 year annual options to renew;

Option B: Two years with 3 year annual options to renew;

Option C: Three years with 2 year annual options to renew.

3.5 Certification

Consultants shall certify that they have received the RFQ, read the instructions and submitted a Statement of Qualifications with the proper authorizations. Consultant shall complete **Exhibit D – Certification, Request for Qualification** and submit it with the Response. Do not provide this form for Sub-Consultants.

3.6 Non-Conflict of Interest

Consultants shall certify that they shall perform Services as an independent contractor and not as an officer, agent or employee of the District. Consultant shall complete **Exhibit E – Statement of Non-Conflict of Interest**, and submit it with the Response. Do not provide this form for Sub-Consultants.

3.7 Local Hire and Local Business Questionnaire

Consultants shall certify by completing **Exhibit F – Questionnaire Form for Local Hire and Local Business**. The Rancho Santiago Community College District is interested in furthering opportunities for Local Hires and Local Businesses and the Board of Trustees has established a goal of 50% participation of “Local Hires” and 25% participation of “Local Businesses” for various capital construction projects.

Note: During the qualification and selection process (i.e. from the date this RFQ/RFP and/or future RFPs are released to the conclusion of the selection process), if it is determined that any individual(s) who works for or represents any interested firm communicates with, contacts and/or solicits Board Members of the District in any fashion, said firm shall be disqualified from the RFQ and/or RFP selection process, and may be removed from any established pre-qualified list, as well as the removal from the “interested vendors list.”

4. CONTRACT REQUIREMENTS

4.1 Insurance Requirements

The Firm awarded a contract will be required to maintain, in full force and effect and at their own expense, insurance policies with companies certified with the California Insurance Commission. The following minimum insurance is required in order for your firm to qualify for participation:

1. Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, two million (\$2,000,000) aggregate for commercial General Liability, including:
 - Owned, non-owned and hired vehicles;
 - Blanket contractual;
 - Broad form property damage;
 - Products/completed operations; and
 - Personal injury;

2. Professional liability insurance, including contractual liability, with limits of \$2,000,000 per claim;
3. Workers' Compensation Insurance shall be maintained, in accordance with provisions of the California Labor Code, adequate to protect any person, firm, or corporation employed directly or indirectly in connection with the work of the Consultant from claims under Workers' Compensation Acts which may arise for operations, whether such operations be by any person, firm, or corporation, employed directly or indirectly by the Consultant upon or in connection with the work.

Prior to commencing work, the selected firm must provide the District with certificates of insurance that includes the following: the Rancho Santiago Community College District and its Board, Officers and employees, shall be named as additional insured parties on General Liability and Automobile policies. Endorsements must be submitted with the certificate(s).

4.2 Disabled Veteran Business Enterprise Participation Goals

The Rancho Santiago Community College District supports a participation goal of at least 3 percent (3%) of the overall dollar amount expended each year to Disabled Veterans Business Enterprises (DVBE). If Consultant is selected to provide services to the District, Consultant will be required to sign and return a Certification form (copy not included with these RFQ/RFP documents) certifying that they will provide the District with information regarding the use of any DVBE contractors or consultants on the project.

Information about DVBE resources can be found on the Executive Branch's website at <http://www.dgs.ca.gov/default.htm> or by calling the Office of Small Business and DVBE Certification at 916-375-4940. The DVBE documentation will be required if the Consultant is chosen to provide services as a result of an RFQ/RFP process.

5. SELECTION CRITERIA / EVALUATION PROCESS

All Proposals will be evaluated as per the selection criteria and evaluation process described below. All Consultants shall be advised and understand the policies applicable to contract award if selected.

5.1 Selection Criteria

Although not necessarily exhaustive of the criteria to be utilized by the District, the District intends to use the following evaluation criteria in selecting the Consultant for the Project(s).

- Timeliness and Completeness of Response. To receive maximum consideration, Consultant's Response must be received by the Response Deadline. In addition, Consultant's Response will be evaluated with respect to organization, clarity, completeness, and responsiveness to this RFQ/RFP.
- Technical Qualification and Competence. This includes experience, expertise, and familiarity with DSA inspection services and applicable laws and requirements for public works projects in general and school projects in particular.
- Record of Past Performance. Consultant's Response will be evaluated for quality of work, completion of work on schedule, cost controls, contracts held with the District or other agencies over the last 5 years as well as the response of references provided by the Consultant or any other references identified by the District.

- Approach to Work. This includes project management coordination methodologies, analysis and study approaches, ability to respond to emergencies, delays and consultant's ability to communicate effectively with District personnel, and offer advice in the best interest of the District.
- Cost Control. Consultant's Response will be evaluated on the billing rates for providing services. This includes cost control procedures, preliminary cost estimates, personnel utilization, billing rates for personnel and Consultant's policies respecting the pass-through to the District of overhead costs.

5.2 Evaluation

Proposals will be evaluated by a panel consisting of individuals selected by the District. At the District's discretion, to further assist in evaluation, some, one, or all of the responding firms may be requested to participate in an oral interview. The interview will be used as another opportunity to clarify any issues within a given proposal and explore the approaches that may be used to satisfy all District requirements. The District reserves the right to request that some or all of the responding firms consent to being interviewed by selected District personnel and/or representatives and/or submit additional written information.

The District reserves the right to: (i) extend the Response Deadline, and/or (ii) send out additional RFPs.

This RFP and any potential future RFPs or RFPs associated with this solicitation, does not commit the District to award a contractual agreement with any vendor or to pay any costs incurred in the preparation of RFP. The District reserves the right at its sole discretion to: (i) waive or correct any defect or informality in any response, (ii) withdraw this RFP, (iii) reissue this RFP, (iv) reject any and/or all RFPs, (v) prior to submission deadline for RFPs, modify all or any portion of the selection procedures including deadlines for accepting responses, services to be provided under the RFP, or the requirements for contents or format of the RFPs, (vi) waive irregularities, (vii) procure any services specified in this RFP by any other means, (viii) determine that no projects will be pursued and/or (ix) terminate or change the contracting process articulated in this RFP because of unforeseen circumstances.

The District shall not be responsible in any manner for the cost associated with preparing a response/proposal and/or participating in an interview. The RFP's, including all drawings, plans, photos, and narrative materials, shall become the property of the District upon the District's receipt of same. The District shall have the right to copy, reproduce, publicize and/or dispose of each RFP in any way that the District may choose. The District reserves the right to negotiate the terms and conditions of any agreement for services that may hereafter be let by the District.

Exhibit A – Firm Information Form

Background

Firm Name

Address

Yr Est.

Phone

FAX

E-Mail

Principals/Officers to Contact:

Primary Contact

Title

Phone

E-Mail

Secondary Contact

Title

Phone

E-Mail

Is the firm authorized to do business in CA?

Yes

No

If Yes, on what basis?

CA Corp

CA Business License

Other: _____

Any former address or parent company?

Yes

No

If Yes, please specify: _____

Type of Firm:

Sole Owner

Partnership

Corporation

Joint Venture

Other: _____

DVBE Participant?

Yes

No

Experience

Professional Service Fees (indicate index number corresponding to fees received in each noted year):

2014

2015

2016

2017

2018

Index numbers for Professional Services Fees:

1. Less than \$50,000

2. \$50,000-\$100,000

3. \$100,000-\$250,000

4. \$250,000-\$500,000

5. \$500,000-\$1M

6. \$1M-\$2M

7. \$2M-\$5M

8. Greater than \$5M

Years of Service

Community College

Personnel

Total # of Personnel: _____

Total # of Consultants: _____

	Name of Proposed Consultant	Level of Education/ Degree Obtained	Years of Experience	
			Similar Work	Community College Work
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____

Sub-Consultants

	Name of Proposed Sub-Consultant	Area of Service and License #	Years of Experience	
			Similar Work	Community College Work
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____

Exhibit B – Firm Information Questionnaire

ANSWER THE FOLLOWING QUESTIONS

1. Is the company or its owners connected with other companies as a subsidiary, parent, affiliate, or holding company? Yes No
If yes, explain on a separate, signed sheet.
2. Does the company have an ongoing relationship or affiliation with a contractor or equipment manufacturer? Yes No
If yes, explain on a separate, signed sheet.
3. Has the company (or any owner) ever defaulted on a contract forcing a surety to suffer a loss? Yes No
4. In the past five (5) years, has the company had any project with disputed amounts more than \$50,000 or a project which was terminated by the owner, owner's representative or other contracting party and which required completion by another party?
 Yes No
If yes, explain on a separate, signed sheet. State the project name, location, owner/contact person, telephone number, contract value, disputed amount, date and reason for termination/dispute.
5. Has the company, an affiliate company, or any owner ever declared bankruptcy or been in receivership? Yes No
If yes, explain on a separate, signed sheet.
6. Has the company ever had arbitration on contracts in the past five (5) years?
 Yes No
If yes, explain on a separate, signed sheet. State the project name, location, owner/contact person, telephone number, contract value, disputed amount, a brief description and final resolution.
7. Does the company have any outstanding liens or stop notices for labor and/or materials filed against any contracts which have been done or are being done by the company? Yes No
If yes, explain on a separate, signed sheet. State the project name, location, owner/contact person, telephone number, amount of dispute, and brief description of the situation.

THE UNDERSIGNED DECLARES UNDER PENALTY OF PERJURY THAT ALL OF THE INFORMATION SUBMITTED WITH THIS RFQ IS TRUE AND CORRECT. FAILURE TO PROVIDE BACK UP TO A "YES" ANSWER AND/OR FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN A RESPONSE DISQUALIFICATION.

Signature: _____ Title: _____
Print Name: _____ Date: _____

Exhibit C – Billing Rate Form

Firm Name: _____

Do rates include travel charges? Yes

*Note: all rates shall include travel and mileage. **These will not be acceptable reimbursable items.***

Job Title	Name of Personnel	Hourly Rate

Reimbursable Expenses

Estimated Amount

Effective Dates of Rates

Signature

NOTE: All licensed professionals in responsible charge of the work MUST be directly employed by the responding Consultant and NOT employed as a Sub-Consultant. Consultant will **propose** an all-inclusive hourly fee for all Services describe in the RFP. Consultant's proposed fee should include and account for all direct labor costs, fringe benefits, travel, insurance, overhead, profit, and all other expenses the Consultant will incur in providing Services. Rates provide by Consultant shall be valid throughout the duration of the contract. All other Services not included herein shall be negotiated as required.

Exhibit C-1 – Billing Rate Proposal Form

Your fee shall include pricing scenarios for the following options:

Option A: One year with 4 year annual options to renew

Proposed Consultant Inspector's Name <i>(please include Class 1, 2, 3)</i>	Hourly Rate

Option B: Two years with 3 year annual options to renew

Proposed Consultant Inspector's Name <i>(please include Class 1, 2, 3)</i>	Hourly Rate

Option C: Three years with 2 year annual options to renew

Proposed Consultant Inspector's Name <i>(please include Class 1, 2, 3)</i>	Hourly Rate

Exhibit D – Certification, Requests for Qualifications

I certify that I have read and received a complete set of documents including the instructions for submitting a Statement of Qualifications (“SOQ”) in response to the attached Request for Qualifications. I further certify that I am submitting four (4) original copies, and one (1) CD/flash-drive containing a complete, single-document PDF version of the firm’s SOQ in response to this request and that I am authorized to commit the firm to the SOQ submitted.

I consent to Rancho Santiago Community College District contacting references included in this Statement of Qualifications, including but not limited to other school districts listed herein for the purposes of obtaining information about the survey experience.

FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN A STATEMENT OF QUALIFICATIONS DISQUALIFICATION

SIGNATURE

TYPED OR PRINTED NAME

TITLE

COMPANY

ADDRESS

CITY, STATE, ZIP

TELEPHONE

FAX

DATE

If you are a corporation, please provide your corporate seal here.



Exhibit E – Statement of Non-Conflict of Interest

The undersigned, on behalf of the consulting firm set forth below (the “Consultant”), does hereby certify and warrant that if selected, the Consultant, while performing the consulting services required by the Request for Qualifications, shall do so as an independent contractor and not as an officer, agent or employee of the Rancho Santiago Community College District (“the District”).

(1) No officer or agent of the Consultant has been an employee, officer or agent of the District within the past two (2) years;

(2) The Consultant has not been a source of income to pay any employee or officer of the District within the past twelve (12) months;

(3) No officer, employee or agent of the District has exercised any executive, supervisory or other similar functions in connection with the Consultant Agreement or shall become directly or indirectly interested in the Consultant Agreement;

(4) The Consultant shall receive no compensation and shall repay the District for any compensation received by the Consultant under the Consultant Agreement should the Consultant aid, abet or knowingly participate in violation of this statement; and

(5) During the selection process (from the date the RFQ is issued and ending on the date of the award of the contract), if it is determined that any individual(s) who work(s) and/or represent(s) the Consultant for business purposes communicates, contacts and/or solicits District’s Governing Board (“Board”), selection committee members, any members of Citizens’ Oversight Committee, or with any employee of the District except for clarification and questions as described herein in Section 1.6 in any fashion, such Consultant shall be disqualified from the RFQ selection process and from participating in any future RFQs and/or RFPs. This may also result in the removal of the Vendor, Firm, Contractor and/or Consultant from any established Pre-qualified list, as well as the removal from the “interested vendors” list.

SIGNATURE

PRINTED NAME

TITLE

DATE

IF CONSULTANT IS UNABLE TO VERIFY THAT NO CONSULTANT EMPLOYEES ARE ALSO EMPLOYEES, OFFICERS OR AGENTS OF THE DISTRICT, PLEASE READ SECTION BELOW AND PROVIDE ADDITIONAL INFORMATION ON A SEPARATE SHEET.

(1) Consultants are required to disclose any Consultant’s employee, officer or agent who is also an employee of the District. Please provide this information on a separate sheet.

(2) For all “dual employees” disclosed by a Consultant, the Consultant must provide specific details of the general/routine roles and responsibilities of the “dual employee” for the Consultant and the specific duties and responsibilities of the “dual employee” relating to the RFP and services required by the RFP.

(3) For Consultant who discloses that an employee, officer or agent of the Consultant is also a District employee, the District reserves the right to reject any Proposal based on the roles and responsibilities of the “dual employee” violating BP 7004 or Government Code §1126(a).

Exhibit F – Questionnaire Form for Local Hire and Local Business

The Rancho Santiago Community College District is interested in furthering opportunities for Local Hires and Local Businesses and the Board of Trustees has established a goal of 50% participation of “Local Hires” and 25% participation of “Local Businesses” for various capital construction projects. It is the intent of the District to not only meet these goals, but to exceed them. As used in this Exhibit, “Local Hire” and “Local Business” is defined as follows:

“Local Hire” means an individual who resides in the following zip codes: 92602, 92606, 92610, 92612, 92614, 92618, 92620, 92626, 92627, 92660, 92675, 92676, 92679, 92688, 92701, 92703, 92704, 92705, 92706, 92707, 92708, 92780, 92782, 92802, 92805, 92806, 92807, 92808, 92840, 92843, 92861, 92862, 92865, 92866, 92867, 92868, 92869, 92883, or 92887. Local Hire shall also mean a “veteran” as defined in Military and Veterans Code section 980, who possesses a current and valid DD Form 214 card. Local Hire shall also mean any current or former student that the District determines is or was enrolled as a student at one of the District’s colleges.

“Local Business” means a business that has its principal headquarters or permanently staffed regional office and that has held a business license within the zip codes listed above for Local Hire for a minimum of three months prior to the date the Consultant submits a response to this RFQ. Local Business shall also mean any state or nationally certified minority-owned, women-owned, or disabled veteran business that has performed work for the District or other public agency within the zip codes listed above for Local Hire during the past four years. Local Business shall also mean a business that participates in an internship program that is currently approved or recognized by the District. The Consultant may also apply to obtain District approval of its internship program. Local Business shall also mean any Consultant that uses apprentices from a District approved apprenticeship program.

Please check all that apply and provide the information requested:

- Consultant **is** a Local Business
- Consultant **is not** a Local Business
- Consultant intends to use the following Local Businesses in providing the services set forth in this RFQ:

- Consultant employs the following Local Hires (provided name and zip code of residence):

- Consultant intends to use the following Local Hires in providing the services set forth in this RFQ:

If selected, the Consultant agrees it will use Local Hires and Local Businesses to the extent possible or if the opportunity arises at any time the Consultant is providing services pursuant to this RFQ and the final contract entered into with the District. The District may request information or documents to confirm participation by a Local Hire or Business and Consultant agrees to comply with any reasonable requests.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____