

**REQUEST FOR QUALIFICATIONS (RFQ)/
REQUEST FOR PROPOSAL (RFP) #1920-262**

**Fire Alarm and Fire Life Safety
Specialist Consultant Services**



**Responses must be received no later than
October 11, 2019, 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: Carri Matsumoto
Assistant Vice Chancellor

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

1. REQUEST FOR RESPONSES

1.1 Purpose

By way of this Request for Qualifications/Response (“RFQ/RFP”), the Rancho Santiago Community College District (“District”) is requesting Statements of Qualifications and Proposals (“Responses”) to select an individual Consultant to provide Fire Alarm and Fire Life Safety Specialist Consultant Services (“Services”) to act as an extension of staff working in the District Safety & Security (“Safety Department”) at the District Operations Center and reporting to the District’s Chief of Safety & Security (“Chief”).

Each Firm (“Consultant”) responding to this RFQ/RFP shall be prepared and equipped to provide full services to the District in an expeditious and timely manner and on relatively short notice so as to enable the District to meet critical deadlines and schedules. It is the District’s intent that the RFQ/RFP process will enable the District to streamline the process by which Consultant(s) are selected to perform work for the District, which should expedite the acquisition of needed services to the District.

The District at its sole discretion can decide to contract with a qualified Consultant(s) for a portion of or all-inclusive services as outlined herein. The District is looking to enter into an agreement to hire at minimum, one selected individual consultant to be housed full time for a minimum of **three years with two (2) one-year options to renew services on an annual basis or as needed** to assist the District’s Safety Department. The District may have the option and discretion to supplement these services with additional consultant staff as needed depending on workload and necessity.

1.2 RFQ/RFP Schedule

Consultants must adhere to the RFQ/RFP Schedule indicated below. The District reserves the right to modify this Schedule as needed and will issue an addendum if the Schedule is modified for the deadline to submit the Response.

Event / Occurrence	Deadline
District Issues RFQ/RFP	September 5, 2019
Deadline for Consultants to submit written questions regarding this RFQ/RFP to: FacilitiesRFP@rsccd.edu	Friday, September 20, 2019 no later than 2:00 PM
Deadline for Consultants to submit Response	Friday, October 11, 2019 no later than 4:00 PM
District to interview Consultant(s)	October 22 & 23, 2019
District finalizes recommendation	Week of November 4, 2019
Anticipated District Board of Trustees Approval of Agreement	November 18, 2019

1.3 Qualified Consultant

The selected Consultant shall demonstrate a thorough working knowledge and familiarity with all current fire safety codes and standards including, but not limited to, the National Fire Protection Association (NFPA 13, 14, 17, 17A, 20, 24, 72, 80, 92, and 2001), California Fire Code (CFC), California Code of Regulations (CCR Title 19 + 24), and other pertinent codes and standards for Community Colleges, to enable the District to strictly comply with said requirements.

The Consultant shall hold any necessary required NFPA certifications, and have a working knowledge of fire alarm systems, fire life safety systems, fire life safety compliance, and any

necessary and required services for the comprehensive maintenance of all fire life safety systems across a broad spectrum said systems.

Consultant must demonstrate having at minimum 5 years of qualified experience with 8-10 years preferred in the specialty area of fire alarms (including Notifier) and fire life safety systems (including water based systems).

Consultant must have relevant projects or similar client experiences that includes a professional and successful working relationship. Demonstrated successful working relationships with other higher education institutions, public agencies and/or Community Colleges is required.

The Consultant shall have a thorough working knowledge and understanding of the Division of the State Architect and any fire alarm or fire related systems regulations or interpretations by said agency.

Five years of experience inspecting various fire alarm and fire life safety systems is desired and the Consultant must be capable of assisting the District's Safety Department to review existing fire alarm and fire life safety system documents, testing reports, work order reports, current vendor performance agreements, campus and staff protocols.

Consultant must be able to clearly communicate both verbally and in written format for general consumption to a wide variety of audiences (i.e. staff, faculty, vendors, contractors, etc.). The Consultant will need to develop and/or revise working protocols and procedures for District employees and vendors, create a variety of work products/reports, make recommendations and provide oversight, feedback and daily communication to ensure the working performances of a variety of fire alarm and fire life safety systems districtwide.

Consultant Personnel Criminal History Clearance. The Consultant personnel shall complete a Department of Justice fingerprint verification that such personnel: (i) is not subject to a pending criminal proceeding for a felony described in Education Code §45122.1; and (ii) has not been convicted of a violent or serious felony as described in Education Code §45122.1. The Consultant shall provide the District Chief with written evidence of the Department of Justice fingerprint check of Consultant personnel and verification that such personnel: (i) are not subject to a pending criminal proceeding for a felony described in Education Code §45122.1; and (ii) have not been convicted of a violent or serious felony as described in Education Code §45122.1. Costs, fees, expenses or other charges relating to Department of Justice fingerprint checks of Consultant employees pursuant to the foregoing shall be borne solely and exclusively by the Consultant.

Conflict of Interest. The Consultant selected by the District to perform these services **will not** be permitted to perform any testing, inspection, maintenance, monitoring or repair work associated with the systems as described in this RFQ/RFP, as the District deems such a conflict of interest.

1.4 Submission

If your firm is interested in performing these services, on behalf of the District, please submit to the District 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. Responses will be date stamped to record receipt thereof. The Responses 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**. 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 Responses 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. Responses should be brief and concise, but provide sufficient clarity to meet the criteria to be used in the evaluation process. Consultant's response shall not exceed twenty (20) pages, excluding Exhibits. Each hardcopy of the Response must be bound individually, single-sided, tabbed, and organized in order and include all sections and information as stated in Part 4, Statement of Qualification. Each Consultant shall submit **seven (7)** bound hard copies and **one (1)** electronic copy, in PDF format with bookmarks, of the RFQ/RFP. The District will evaluate the 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 Response, 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@rscgd.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 via addendum posted on the District's website.

2. SCOPE OF SERVICES

2.1 Background

The District is looking for a full-time individual to provide consulting services to provide in house expertise as a fire alarm and fire life safety specialist. The Consultant will work as an extension of staff for the District Safety Department and the selected Consultant will report to and take direction solely from the Chief at the District Operations Center or on occasion from his/her designee upon the sole discretion of the Chief. It is expected that the proposed Consultant has the knowledge and experience to provide support in all of the areas listed in this RFQ/RFP. To provide efficiency and consistency across sites, the District requires that proposed Consultant be dedicated full-time to this effort, unless otherwise notified by the District.

The proposed Consultant will be coordinating and interfacing with several designated District and College staff. The selected Consultant will be housed at the District Operations Center at 2323 N. Broadway, Santa Ana, CA 92706. Full-time is defined as a typical 40 hour week, Monday through Friday, regular business hours unless otherwise changed or modified by the Chief as needed due to other circumstances which necessitates regular working hours to be modified. Additionally, Consultant shall be available to work during evening or late shift hours, weekends and/or holidays as necessitated by specific tasks and/or emergencies.

Under the supervision of the District Chief of Safety & Security, the Fire Alarm and Fire Life Safety Specialist (Consultant) shall assist the department to oversee, coordinate and manage the Rancho Santiago Community College District Fire Management Protocol in accordance with Board Policies and Administrative Regulations, to protect life and property. It will be the Consultant's responsibilities to oversee these activities and provide continuous feedback and provide any suggested recommendations to the Chief so that the District can continue to achieve this objective of maintaining operable fire alarms, and fire life safety systems in all

facilities districtwide for the on-going protection of life and property in a uniform and comprehensive structure of oversight and management. It is not the District's intent that the Consultant will have to develop all deliverables or documents independently (see Detailed Scope of Services under Section 2.4). The Consultant shall work closely with existing staff to provide expertise, guidance and support to provide such services as an extension of staff to ensure these goals are met continuously and consistently on behalf of the management of the District.

2.2 Districtwide Sites Description

- 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) Other sites as determined by the District.

2.3 Key Role and Responsibilities

- A. The Consultant shall develop, plan, update, implement, and monitor the District's Fire Management Protocol that addresses multiple fire alarm and fire life safety systems throughout the various District properties listed in Section 2.2 above.
- B. The Consultant shall develop, manage, coordinate and facilitate any training if needed on behalf of the Chief, for personnel at various District colleges and centers needed to carry out the overall mission and activities associated with the District's Fire Management Protocol.
- C. The Consultant shall if needed on behalf of the Chief, coordinate and assist the facilitation of the activities of different District personnel, including any third party vendors who are contracted to work on any fire alarms or fire life safety systems in any of the District facilities, to ensure compliance with the Fire Management Protocol. As such, the Consultant is also responsible for providing clear direction, information and support to various personnel and third-party vendors to make sure they understand their roles, responsibilities, scope of work, and contract requirements, as it relates to the Fire Management Protocol.
- D. The Consultant shall be responsible for ensuring all fire alarm and fire life safety systems and equipment are in place and functional at all District properties through on-going continued management of third-party vendors (their inspections and repair work) and coordination with campus maintenance personnel. The Consultant must make sure these systems are properly installed and fully functional and report such to the Chief. This may include planning, coordinating and conducting fire drills to gauge system readiness. In order to ensure system readiness, Consultant shall oversee routine inspections, testing, and maintenance of various fire safety equipment. District equipment and systems include, but are not limited to, fire alarm panels, smoke

detectors, heat detectors, manual pull stations, horn/strobe components, area speakers, duct smoke detectors, fire dampers, combo smoke/fire dampers, mass notification systems, fire water pumps, fire riser assemblies, dual check detector assemblies, position-indicating valves, sprinklers, kitchen fume hood systems, smoke control doors and grills, and other specialty systems such as, but not limited to, fire suppressant systems and smoke evacuation systems.

- E. The Consultant shall develop, manage and update fire safety emergency procedures, fire safety evacuation plans, emergency fire watch procedures, and first responder coordination procedures, so that occupants know what to do and where to go in the event of an emergency. The Consultant must ensure that the plans are adequate and well-developed for safe and timely evacuations and emergency response. The Consultant shall also be responsible for working with local fire departments and emergency responders to solicit input and support in creating a solid and workable response plans.

2.4 Detailed Scope of Services

Fire Alarm System Assessment

- 1) Meet with the Chief to determine the extent of the initial fire protection system assessment(s).
- 2) Conduct a complete fire life safety system assessment of the approved fire alarm plans and site conditions to gain a thorough understanding of the various life safety systems under operations across the various facilities, buildings, campuses, satellite centers, and leased facilities.
- 3) Conduct meetings with site campus safety and campus maintenance staff to understand current conditions, risk areas, concerns, understand unique conditions and systems, and coordinate access.
- 4) Meet with the Chief and provide a complete fire alarm status report of system(s) conditions, current operations, system failure points and immediate repairs that are required, and the overall system operational health and functional readiness.

Fire Management Procedures (Protocol)

- 1) Meet with the Chief and conduct meetings with the college staff and others as deemed appropriate to review the breadth and scope of the Protocol that is existing or that needs to be refined or updated.
- 2) Ensure the Protocol meets the intent of the current Board Policies and Administrative Regulations and advise the Chief on any needed revisions that improve the District operations.
- 3) The Protocol shall contain, at a minimum, code mandated testing and maintenance requirements, intervals, building fire protection standards, system types, sequence of operations, campus fire alarm riser, emergency procedures, evacuation plans, emergency fire watch procedures, and first responder coordination procedures. The Consultant must ensure that the Protocol is adequate and well-developed for safe and timely evacuations, emergency response, and maintenance requirements.
- 4) Refine and ensure that the scope of the Protocol is thoroughly outlined adequately and comprehensive along with any necessary costs for budgeting purposes, and develop a schedule for any activities required to ensure the proper functionality and operations of the fire alarms and fire life systems.
- 5) Implement, update, and manage the Protocol and meet with necessary constituent groups or employees to communicate the Protocol.

- 6) Under direct oversight of the Chief, develop, manage and oversee training of personnel at various District colleges and centers needed to carry out the overall objective and activities outlined in the Protocol.
- 7) Under direct supervision of the Chief, oversee the activities of different District personnel and third-party vendors to ensure compliance with the Protocol. As such, the Consultant is also responsible for providing clear direction, information and support to various personnel and third party vendors to make sure they understand their roles, responsibilities, scope of work, and contract requirements, as it relates to the Protocol.

System Readiness

- 1) The Consultant shall be responsible for ensuring all fire and life safety systems and equipment are in place and functional at all times throughout the District properties through continued management of third-party vendors, coordination with college staff, and ongoing conditions review of various District properties.
- 2) The Consultant must make sure these systems are properly installed and fully functional. This may include planning, coordinating and conducting fire drills to gauge system readiness.
- 3) In order to ensure system readiness, Consultant shall oversee routine inspections, testing, and maintenance of various fire safety equipment. District equipment and systems include, but is not limited to, fire alarm panels, smoke detectors, heat detectors, manual pull stations, horn/strobe components, area speakers, duct smoke detectors, fire dampers, combo smoke/fire dampers, mass notification systems, fire water pumps, fire riser assemblies, dual check detector assemblies, position-indicating valves, sprinklers, kitchen fume hood systems, smoke control doors/grills/WON doors, and other specialty systems such as, but not limited to, fire suppressant systems and smoke evacuation systems.
- 4) Coordinate with the District's fire protection monitoring companies to ensure vendors are meeting their contractual obligations.

Testing, Maintenance, and Repairs

- 1) Review of maintenance contracts to ensure proper execution of scope of services related to the fire protection as required. Assist the District's purchasing department with scoping of new RFPs and SOQ.
- 2) Assist in developing Request for Proposals (RFP), Solicitations of Quotes (SOQ), and Public Bids for testing, inspection, repair and maintenance of fire safety systems and assist in reviewing proposals and provide recommendations to the District. Assist the District is determining code required testing of fire protection systems and frequency of testing.
- 3) Oversee the vendors testing and inspection plan and coordinate against the college schedule and activities, coordinate with the college staff for access, and review the contractor's plans for thoroughness. Attend vendor testing and inspection of the fire safety systems and ensure vendors are adhering to fire safety codes and standards during the execution of testing and inspections.
- 4) Review testing and inspection reports for thoroughness and make sure all pieces of equipment have been accounted for, checked, verified, and noted in the final report. Provide post-testing and post-inspection review of reports and coordinate corrective work with the District, college staff, and outside vendors. Review corrective items and advise on impacts associated with such and prioritize the work.
- 5) Review existing maintenance agreements to verify if the corrective work can be done using existing agreements. Otherwise assist the Purchasing department in development of SOQs scope and schedules.
- 6) Review District and campuses current existing schedule of preventative maintenance, testing, and repair work scheduled for any of the related fire alarm and fire life safety

systems. Determine an appropriate schedule for preventative maintenance work and testing associated with such alarms and systems. Develop a comprehensive schedule that is readily available for the District Chief.

- 7) Coordinate repair work with the college schedule and activities, coordinate with the college staff for access, and review the contractor's repairs to ensure the corrective items have been fully resolved. Schedule re-testing activities upon completion of the repair work to verify reported deficiencies have been fully corrected and coordinate the testing with the college staff and college schedules.
- 8) Once the corrective work has been completed and accepted, update the test reports with the action item taken to address the noted deficiencies.
- 9) Obtain all field reports, warranties, O&M manuals, and pertinent closeout documentation for all repair work.
- 10) Keep clear, concise, and accurate records of inspections, testing, maintenance, and repairs.
- 11) Review vendor's invoices for reasonableness, correctness, and appropriate charges. Monitor project budget to ensure compliance with the District's budget.

Record Keeping

- 1) The Consultant shall keep all pertinent records related to work outlined herein in an electronic format on the District's network per the District's filing protocol or in any other format requested by the Chief.
- 2) Such records include but are not limited to: inspections, assessments, tests, repair work and/or replacement, work orders, certifications, etc.
- 3) Provide monthly status reports at minimum to the Chief in prescribed format or as requested by the Chief.
- 4)

Coordination with Other Projects

- 1) Interact with District staff, consultants, design consultants, and other respective parties as needed to coordinate fire protection scope.
- 2) Coordinate with the District during new construction or renovations to ensure vendors obtain approvals prior to programming and integration into master panels.
- 3) Manage and oversee all fire panel access and passwords. Keep logs of vendor panel access and changes made to the panel fire alarm programming. Obtain as-programmed files from vendors and coordinate these files with other active projects to ensure programming revisions do not compromise critical as-programmed files and sequence of operations.
- 4) Assist and coordinate with District Project Managers and Construction Managers to ensure complete fire safety plans and closeout documents are provided and archived.
- 5) Upon completion of new construction or renovation work, update logs with new equipment and systems. Coordinate with the District to update testing and maintenance agreements to ensure equipment is tested and inspected.

Other Management Duties

- 1) Attend and participate in various District meetings and provide written and verbal reports on the Fire Management Protocol.
- 2) Participate in meetings and maintain record meeting minutes as required by the Chief.
- 3) Provide assistance when necessary in updating the Districtwide Standards for Construction Materials, Furnishings and Equipment as it relates to fire protection systems. This includes a strategy of approach, identification of areas to standardize, and to complete standards that the District can continue to update over time. Work with the District's Facility Planning, District Construction and Support Services as needed.

- 4) Coordinate and communicate effectively with various consultants, agencies, regulatory agencies, other District employees, and/or others as needed.
- 5) Perform additional tasks after consultation and at the direction of the Chief that may be necessary if not outlined herein to ensure the District's successful fire protection management of all fire alarm and fire life safety systems.
- 6) Provide administrative support to the Chief as required.
- 7) Provide estimating services as required.
- 8) Provide scheduling services as required.
- 9) On-going review and/or processing of invoices on behalf of the District to ensure timely payment if overseeing and confirming third party vendor(s) work performance as related to the scope of work discussed herein at the direction of the Chief.
- 10) Provide specialized fire protection technical support to the college and the District as required.
- 11) Miscellaneous duties related to the effective and successful project management of fire alarms, and fire life safety systems.

2.4 Deadlines

Each Consultant must be prepared to provide turn-key services for such fire alarm, fire life safety specialty consulting services as the District may hereafter require. Each Consultant must be prepared and equipped to provide such services in an expeditious and timely manner and on relatively short notice to enable the District to meet critical, and at times unpredictable, time deadlines and schedules.

2.5 Compliance with Applicable Laws

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

2.6 Working Conditions

Each Consultant 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's activities may require kneeling, bending, climbing ladders, stepping over trenches, etc.

3. RESPONSE STATEMENT

3.1 Firm Information

Provide a cover letter and introduction, including the company name, address, telephone number, 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 addition, provide three (3) references of similar projects and scope including: client name, project name/reference, contact name, phone number, and email address. 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 Response shall sign this letter. In addition to the cover letter, complete **Exhibit A – Firm Information Form** and **Exhibit B – Information Questionnaire Form**.

3.2 Firm Approach and Methodology

Describe the Consultant's philosophy with regard to approach and experience related to Services outlined in this RFQ/RFP. This shall include providing a Response based upon the

scope of services outlined within this RFQ/RFP and any alternative scope of work that the Consultant may recommend as appropriate based upon its experience and expertise.

3.3 Firm Experience

Provide a summary of Consultant's relevant expertise and experience in Fire Alarm and Fire Life Safety Specialist Consulting services, especially as it relates to public institutions and/or community college facilities.

Furthermore, provide a list of all District contracts held within the last five (5) years including, with respect to each project, 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 Key Personnel and Resumes

Please identify your Firm's proposed team member(s) their specific expertise and experience in said consulting 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 main contact person for your Firm. **Provide the names and detailed resumes of any proposed team member who will be the designated proposed Consultant. If the firm has multiple candidates to submit, please provide individual resumes for each individual. It is expected that the individuals proposed have the requisite knowledge and experience to work directly with the District. The resume needs to demonstrate appropriate technical skills, industry standards, code and regulatory knowledge and experience with similar public institutions and related fire alarms and fire life safety systems. Any consultant selected by the District shall not be changed unless agreed upon in writing by the District.** In addition, list all professional registration certifications and/or license designations and numbers that are currently active in the State of California pertinent to a Fire Life Safety Specialist. Do not list any inactive registration and/or license designations.

3.5 Sub-Consultants

There shall be no sub-consultants as part of this Response.

3.6 Fee Response and Billing Rates

Consultant shall **propose** an **hourly fee** for all services described in this RFQ/RFP. Consultant's proposed fee should include and account for all direct labor costs, fringe benefits, insurance, overhead, profit, travel costs, and all other expenses the Consultant will incur in providing the services. Utilizing **Exhibit C – Billing Rate Form**, provide billing rates for proposed Consultant as well as overtime and double-overtime hourly rates, any overhead or other special charges.

The District anticipates these services to be contracted on an annual basis (potentially 3 year start up) with up to a maximum of 5 years. Annual renewals are at the District's sole discretion.

Hourly rates shall not be subject to changes or increases during the term of the agreement or if the agreement is renewed in each annual renewal unless agreed in advance by the District as part of this RFP response.

3.7 Certification

Consultants shall certify that they have received the RFQ/RFP, 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.

3.8 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.

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 prequalified 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 in these projects:

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, 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).

5. SELECTION CRITERIA / EVALUATION PROCESS

All Responses 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 RFP.
- Technical Qualification and Competence. This includes experience, expertise, and familiarity with services and applicable laws and requirements for public works projects in general and higher education institution 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.
- Competitive Hourly Rates: Consultant's Response will be evaluated on the hourly billing rates provided and industry standards.

5.2 Evaluation

Responses 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 Response 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 RFQ/RFPs.

The District shall not be responsible in any manner for the cost associated with preparing a response/Response and/or participating in an interview. The RFQ/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 RFQ/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.

5.3 Best and Final Offer

The District reserves the right, after the opening/evaluation of the RFQ/RFP proposals ("Respondents") to request all or some of the Respondents to submit "Best and Final Officers" ("BAFO"). The RFQ/RFP Response of a Respondent who has been requested by the District to submit a BAFO, but fails or refuses to submit the BAFO in accordance with the District's request will be rejected for non-responsiveness.

5.4 District Negotiation

The District reserves the right (whether or not the District elects to engage in the BAFO process) to enter into negotiations with one or more Respondents regarding pricing, hourly rates, contract terms or other aspects of the requirements of the Consultant agreement.

5.5 Changes to RFQ/RFP

This RFQ/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.

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):

2015

2016

2017

2018

2019

Index numbers for Professional Services Fees:	
1. Less than \$50,000	5. \$500,000-\$1M
2. \$50,000-\$100,000	6. \$1M-\$2M
3. \$100,000-\$250,000	7. \$2M-\$5M
4. \$250,000-\$500,000	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	_____	_____	_____	_____

Please submit individual resumes as discussed in Section 3.4.

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 Rates

Firm Name:

Billing Rates

Do rates include travel charges? Yes

Note: All rates shall include travel and mileage. Travel and mileage are not acceptable reimbursable items.

Please provide hourly rates, based on the following:

The selected Consultant will be housed at the District Operations Center at 2323 N. Broadway, Santa Ana, CA 92706. Full-time is defined as a typical 40 hour week, Monday through Friday, regular business hours unless otherwise changed or modified by the Chief as needed due to other circumstances which necessitates regular working hours to be modified. Additionally, Consultant shall be available to work during evening or late shift hours, weekends and/or holidays as necessitated by specific tasks and/or emergencies.

Proposed Consultant	Hourly Rate(s)

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 shall **propose** an all-inclusive hourly fee for all Services describe in the RFP. Consultant's proposed fee shall 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. All other Services not included herein shall be negotiated as required.

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 seven (7) original copies, and one (1) electronic copy 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 RFQs. 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).

