



SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

REQUEST FOR QUALIFICATIONS (RFQ)

PROJECT INSPECTION SERVICES-INSPECTOR OF RECORD

MULTIPLE AWARD

**MASTER SERVICES AGREEMENT
(MSA)**

Procurement No. CC03-3640.10

Statement of Qualifications Due:

2:00 PM PST – March 18, 2021

SUBMIT TO:

San Bernardino Community College District
District Support Services/Facilities Planning & Construction
Attn.: Farrah Farzaneh, Director, Facilities Planning, Emergency Management & Construction
550 E. Hospitality Lane, Suite #200, San Bernardino, CA 92408

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1. OVERVIEW OF SERVICES SOUGHT BY THIS RFQ

The District is seeking well qualified Inspectors to be available to provide inspection and related services (“Services”), as further described in this RFQ and Attachments, for Measure CC Bond Program’s projects, on an if-needed basis (collectively and individually hereinafter (“Project(s)”). By process of this RFQ, Owner will assess the qualifications and abilities of the Inspectors submitting Statement of Qualifications (SOQ) to meet Owner’s needs for the Project(s), as well as the cost for services. Owner intends to select a “pool” of qualified Inspectors and award a Master Services Agreement to each of those Inspectors that Owner identifies as best meeting its needs for the District. The term of the Contract will be Five (5) years.

Services to be rendered by Inspector to Owner will be specifically assigned by Owner pursuant to an executed Task order , and according to Owner’s best interest and applicable Owner’s policies and procedures utilizing the applicable Inspector’s specialization and qualifications, in Owner’s sole discretion. Moreover, Inspector may be assigned any portion, or all of one, or more of the Project(s), in Owner’s sole discretion, at any time during the Term. Notwithstanding the foregoing, nothing contained herein obligates Owner to assign any project or service to Inspector. Owner’s Project(s) and scope of services may include, without limitation:

Project Inspection services will be required on all District projects and are not limited to those that require Division of State Architect (DSA) approval. All inspection services shall be provided in accordance with Title 24 of the California Building Code. The assigned inspectors shall provide the services as defined in the Master Services Agreement. In addition to those defined services, without limitation the District may also require other services and any additional responsibilities reasonably necessary and customarily provided by Project Inspection firms conducting such business in the Southern California area. Consultant shall provide the services described in Master Services Agreement as well as their required tools, transportation and equipment to perform the assigned services.

The Term “Agreement” and “Contract” as used herein shall refer to all the Contract Documents that make up the MSA, inclusive of any subsequent Task Orders that may be issued.

This procurement process will take place in two steps:

The first step is the instant Request for Qualifications step (“RFQ”). Upon receipt and evaluation of the Statements of Qualifications (“SOQs”) submitted in response to this RFQ, the SOQs will be scored, evaluated and all Applicants receiving qualified status will be eligible to receive a Master Services Agreement (“Awardees”). The District intends to evaluate and select those Applicants whose qualifications are determined to be the most beneficial to the District. Following the conclusion of the instant procurement, the District reserves the right to increase or decrease the number of Awardees as it determines to be in its own best interests based on later acquired information and/or subsequent receipt of Statements of Qualifications.

The second step of the procurement process will only involve those Awardees who have executed the MSA. The selected firms (“Contracted Firms”) may thereafter provide Services for a variety of District Projects at any of the District’s campuses or satellite locations. Future project specific requests will be issued as a Request for Task Order Proposals (“RFTOP”). Each RFTOP will contain its own scope of services, estimated value, and period of performance. Firms will then submit a Proposal (including a detailed Fee Proposal and other documents) in response to each RFTOP. All responsive Proposal packages received will then be evaluated and the Selected Firm will be identified for award of the Task Order.

Hourly Compensation for each Task Order issued under this Contract, if any, will be in accordance with Attachment 12 to the RFQ, Hourly Rates and Personnel Classifications identifying hourly rates for each

specific position. The hourly rates shown on Attachment 12 Hourly Rates and Position Classifications are inclusive of all wages, expenses, overhead and profit (“fully burdened rate(s)”). Each Fee Proposal response to a future RFTOP issued under the MSA will include the position description(s) and the fully burdened hourly compensation rate associated with the particular position and a detailed staffing plan.

2. BACKGROUND INFORMATION

2.1. The District

The mission of the San Bernardino Community College District (“District”) is to transform lives through the education of our students for the benefit of our diverse communities. For nearly 100 years, San Bernardino Valley College and Crafton Hills College has provided award-winning, affordable higher education and career training to low and middle-income students from 21 cities and surrounding communities including, Big Bear Lake, Colton, Grand Terrace, Loma Linda, Redlands, Rialto, San Bernardino and Yucaipa. Today, the District serves about 21,000 students every year.

With its dedicated professors, ample extracurricular opportunities, supportive staff, and beautiful surroundings, Crafton Hills College (“CHC”) is a place where students thrive. Since its opening in 1972, more than 100,000 people of different ages, interests, and backgrounds have attended CHC, drawn to the outstanding educational opportunities available to students interested in earning two-year associate degrees, transferring to four-year colleges and universities to obtain bachelor's degrees, career and technical education programs, and general education to increase job effectiveness or learn new skills.

CHC offers more than 50 majors in the liberal arts and sciences, vocations, and technical studies, and currently serves about 8,800 students. Students can receive multidisciplinary degrees, including Fine Arts, Health Sciences, Liberal Studies - Teacher Preparation, and Social Science. The Fire Science and Emergency Medical Services-Paramedics programs are some of the finest community college programs in the state, with CHC being the primary trainer for paramedics in San Bernardino and Riverside counties. CHC also has the distinction of being the top community college in the Inland Empire when it comes to degree/certificate completion rates and course retention/success rates.

Now in its 90th year, San Bernardino Valley College (SBVC) is a comprehensive community college offering a full range of degrees, transfer programs to four-year institutions, and certificates in a wide range of careers. As the original and largest of two colleges in the District, SBVC is a regional leader in career and technical education with programs in nursing, human services, computer information technology, welding, electrical and dozens more. Weekend, online, evening, short-term and distance learning classes are available along with classes in Big Bear.

SBVC's mission is to prepare students for transfer to four-year universities, to enter the workforce by earning applied degrees and certificates, to foster economic growth and global competitiveness through workforce development, and to improve the quality of life in the Inland Empire and beyond.

Centrally located near the 10 and 215 freeways, San Bernardino Valley College serves 19,200 students every semester.

2.2. Measure CC Bond Program

On November 6, 2018, the voters approved Measure CC, which will generate \$470 million to upgrade the District's facilities. The District hasn't passed a local college bond measure in a decade; therefore, the District faces a backlog of college infrastructure projects. The proceeds of this bond will be used to update aging facilities for safe, 21st-century education, and to repair college facilities to train firefighters, health care providers, police, engineers, and technicians who fuel our local economy ("Bond Program").

Additional information on the Bond Program may be obtained by visiting the District's website at <http://www.sbccd.org/qualitycolleges>.

2.3 Program Manager

The Measure CC Bond Program, sometimes also referred to as the "Building Program", will be managed centrally by the Program Management Office ("PMO"). The PMO will oversee all construction activities and professional services in relation to the Bond Program on behalf of the District. The PMO contract was awarded to AECOM Technical Services, Inc. on or about June 1, 2019 ("AECOM" and/or "PMO"). The PMO reports directly to the District's Director, Facilities Planning, Emergency Management & Construction.

The District's Director, Facilities Planning, Emergency Management & Construction will be the District's Authorized Representative for conducting the RFQ and for administering and enforcing the contracts awarded, if any, by the District's Board of Trustees pursuant to this RFQ. The PMO firm will be the District's Authorized Representative for administering and enforcing the contracts awarded, if any, by the District's Board of Trustees pursuant to this RFQ.

When retained, College Management Teams ("CMT"'s) will manage construction activity and provide field level management at the colleges. The CMT will report and be accountable to the PMO. The District will also have a direct hire District employee, a "Campus Project Manager" ("CPM"). This individual will be fully dedicated to the Bond Program, paid by the bond and be part of the Bond Program organization. The individual in this position will function as a representative for the District and corresponding Colleges with responsibilities to collaborate with the Colleges' administration, PMO, CMT and other consultants and will report to the District's Director, Facilities Planning & Construction. The CPM's role is not to direct the work, but to look out for the ongoing maintainability/functionality/operability of the Colleges during the planning, design, procurement, construction, commissioning and post-construction phases. The CPM's duties may include but are not limited to solving problems, developing solutions that work for the Colleges, contributing to the design and constructability of the plans, providing input on construction schedules and budget, assisting with the procurements of various consultants and contractors, communicating and coordinating with the Colleges administration, PMO, and the CMT, and reviewing necessary submittals to ensure compatibility with campus systems.

2.4 RFQ Tentative Procurement Schedule

The following Tentative Procurement Schedule is provided as a courtesy only. The District reserves the right to change any and/or all dates in its sole discretion. Any changes made to the schedule will be made via Addendum to this RFQ.

RFQ Issuance	February 18, 2021
Non-Mandatory Pre-Qualification Conference 11:00am – 12:00pm PST Microsoft Teams meeting Join on your computer or mobile app Click here to join the meeting Join with a video conferencing device 176484854@teams.bjn.vc Video Conference ID: 111 192 618 4 Alternate VTC dialing instructions Or call in (audio only) +1 213-204-2377,909591558# United States, Los Angeles (877) 286-5733,909591558# United States (Toll-free) Phone Conference ID: 909 591 558#	March 02, 2021
Requests for Clarifications (“RFCs”) Due prior to: 2:00pm PST	March 05, 2021
Statement of Qualifications (SOQS) Due prior to: 2:00 pm PDT	March 18, 2021
Short List Notification	April 1, 2021
Interview	April 7, 2021
Notice of Intent/Unsuccessful Letter	April 12, 2021
Board of Trustees Action	May 13, 2021

2.5 General Scope of Services

The Contracted Firms may provide Inspection Services/DSA Inspector of Record, related services, and reporting, including, but not limited to the following, and/or as described in each future RFTOP. The quantity and duration of projects will depend on the District’s requirements and needs for these services.

1. The INSPECTOR shall review and understand all relevant Code requirements and referenced standards.
2. The INSPECTOR shall review and understand the approved plans, specifications, addenda, change orders and any documents relevant to the project. All inconsistencies or seeming errors noted by the INSPECTOR in the plans and specifications shall be immediately reported by the INSPECTOR, with written confirmation at the earliest possible time thereafter, to the Architect, with a copy to the DISTRICT and Construction Manager (if applicable), for the Architect’s interpretation and instructions relating thereto. In no case, however, shall the instruction of the Architect be construed by the INSPECTOR to cause work to be done that is not in conformity with approved plans, specifications and change orders.

3. The INSPECTOR shall review shop drawings, manufacturer's instructions, or other related documents which do not require the approval of DSA.
4. The INSPECTOR shall review requirements with the contractor and resolve all questions and/or differences of interpretation prior to start-up of each phase of the work.
5. The INSPECTOR shall coordinate with the testing laboratory for any sampling and testing requirements.
6. The INSPECTOR shall verify that existing conditions relevant to the work are in accordance with DSA approved documents (e.g. for masonry work verify that surfaces of foundations are level, clean and properly roughened, etc.).
7. The INSPECTOR shall verify that tools, consumables, formwork, shoring and other items that may affect working conditions or the quality of the work are in accordance with relevant requirements.
8. The INSPECTOR shall verify that all materials meet requirements of DSA approved documents
9. The INSPECTOR shall verify that all materials sampling and testing are performed as required.
10. The 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.
11. The INSPECTOR shall perform continuous inspection of the PROJECT 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 INSPECTOR. Other types of work that can be completely inspected after the work is installed may be carried on while the INSPECTOR is not present. In no case shall the INSPECTOR have or assume any duties that will prevent the INSPECTOR from providing continuous inspection.
12. The 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 INSPECTOR by the District. Such meetings shall include, but are not limited to, billing meetings, specification reviews, coordination, and progress.
13. The INSPECTOR shall consult with and work under the general direction of the Architect and the Construction Manager (if applicable) during the construction and installation phase of the PROJECT. Prior to commencement of work, the INSPECTOR shall cooperate with the Architect and the Construction Manager (if applicable) to develop an Inspection Plan for the Project. The INSPECTOR shall obtain from the Architect additional details or information when required at the PROJECT for the proper execution of the PROJECT.
14. If any governmental inspectors representing local, state or federal agencies having jurisdiction of the PROJECT should visit the PROJECT site, the INSPECTOR shall accompany such governmental inspectors during their visits through the PROJECT, and record in writing and report to the Construction Manager (if applicable), the Architect and the DISTRICT the results of such governmental inspections.
15. The INSPECTOR shall notify the governmental agencies and inspectors having authority over the PROJECT when the work is started on the PROJECT; 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.
16. The 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 INSPECTOR, as a condition of 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 PROJECT.
17. The 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.

18. The INSPECTOR shall, in the event that the DISTRICT should occupy the PROJECT or any portion thereof prior to substantial completion of the PROJECT 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 PROJECT by the Contractor.
19. The 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.
20. The INSPECTOR shall inspect all aspects of the work including dimensions, connections, embeds, finishes, etc.
21. The INSPECTOR shall inspect the work at start-up until satisfied that all workers understand the requirements and are adequately performing the work.
22. The INSPECTOR shall inspect work when conditions change, a new phase of work starts, new workers, equipment or procedures are implemented, or any other change to work or job conditions takes place.
23. The INSPECTOR shall inspect work during its progress from time to time.
24. The INSPECTOR shall inspect all work upon completion and/or prior to covering with other work.
25. Special Inspections may be performed by the INSPECTOR if INSPECTOR has been specially approved for such purposes. Where other special inspectors are required to comply with DSA or California Building Code requirements, the INSPECTOR shall manage coordination, scheduling and timely reporting of results to the DISTRICT, the Construction Manager (if applicable), the Architect, and DSA if required.

Reports:

1. The INSPECTOR shall verbally report all deviations from DSA approved documents to the contractor and the Construction Manager immediately.
2. When deviations are not immediately corrected, The INSPECTOR shall report the deviations in writing to the Architect and the Construction Manager (if applicable).
3. The INSPECTOR shall keep a log of deviations including status and resolution.
4. The INSPECTOR shall report the resolution of deviations to all parties in writing when deviations are corrected.
5. The INSPECTOR shall provide on a daily basis a written daily report.

The INSPECTOR shall maintain daily inspector reports and job files that are thorough, complete and orderly and deemed by the 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 INSPECTOR's inspection thereof within forty-eight (48) hours of Contractor's delivery to the job site and 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 PROJECT 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 site, 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 on a monthly basis. 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.
6. The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting reports required by Title 24 as follows:
 - 6.1. 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.
 - 6.2. Copies of semi-monthly reports required by Title 24 CCR shall be submitted to the DISTRICT within two (2) workdays of the close of the report period. These reports shall include the following information:
 - 6.2.1. A brief description of the work in progress by each trade or contractor with an estimate of percentage completed to date.
 - 6.2.2. Notation of progress or other project related meetings conducted on site.
 - 6.2.3. Notice of official visitors to the site to include the dates of their visit and a brief description of their visit.
 - 6.2.4. Notation of all approved submittal, change orders, bulletins, and requests for information or clarification received by the CONTRACTOR from the architect or project engineer.
 - 6.2.5. Notation of all correction notices or notices of non-compliance issued to the contractor (include a copy of such notices with the report).
 - 6.2.6. Notification of any situation or development that may have an adverse impact on construction activities or delays in material delivery.
 - 6.2.7. Notation of the average number of workers and foremen on site each day for the report period.
 - 6.2.8. Notice of any delays due to adverse weather conditions including a brief description of the circumstances and any work that was impeded.
 - 6.2.9. Notation of any deviation from the contractor's approved construction schedule.
 - 6.2.10. Certification that the construction activities and materials comply with approved project documents unless otherwise specifically noted in the report.
 7. The 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 INSPECTOR shall record in writing all necessary details relative to the test procedures and results.
 8. The INSPECTOR shall observe and record all testing services.
 9. The 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 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.
 10. Inspector's Records of Construction Procedures:
 - 10.1. Maintain all Records. The INSPECTOR shall maintain all of INSPECTOR'S inspection records of construction procedures on the PROJECT jobsite until the completion of the work. The INSPECTOR shall maintain a record of phases of construction procedures, if such construction procedures are required.
 - 10.2. Concrete-Pouring Operations. The 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.
 - 10.3. Welding Operations. The INSPECTOR's records shall include identification marks of welders, lists of defective welds, manner of correction of defects, and any other relevant information.
 - 10.4. Piles. The INSPECTOR's records shall, when piles are driven for foundations, include penetration under the last ten (10) blows for each pile.
 11. Copies of all required DSA reports to be copied to the Architect and the Construction Manager (if applicable).

12. The INSPECTOR will be required to use (Proliance) adopted as part of the District Standards, including the use of Project Management Information Systems (Proliance) utilized by the District/PMT to upload reports and to respond to all correspondence, including that with the contractor, as needed.

2.6 Task Order Selection Process for Inspection Services-Inspector of Record

A Request for Task Order Proposal (RFTOP) will be sent to all Contracted Firms.

Responsive Proposals will be evaluated, and a Task Order will be issued to the selected firm.

The District reserves the right to modify, in any way deemed necessary and at any time so required, the specific qualifications and requirements for each and every position classification without prior notice to the Contracted Firms.

3. CONTENT AND PREPARING YOUR STATEMENT OF QUALIFICATIONS

This section describes how you should package your Statement of Qualifications (“SOQs”) for submittal. SOQ’s shall comply with the requirements of the RFQ Documents and provide a straightforward, clear, complete and concise description of the Applicant’s ability and experience to perform and provide the Scope of Services sought.

3.1 Statement of Qualification

Each section in your SOQ should bear the same corresponding number and heading as they appear in **Section 3.1.1 through Section 3.1.5 below.**

SOQs shall be prepared on standard letter size (8 1/2" x 11") paper. SOQs shall be typed and shall not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged. Print shall not be a font size of less than eleven (11).

3.1.1 Cover Page (not scored):

Prepare a Cover Page for your SOQ that states:

“ _____ ”

[Insert your firm name on the line above]

STATEMENT OF QUALIFICATIONS

(SOQ)

FOR

PROJECT INSPECTION SERVICES-INSPECTOR OF RECORD

MSA

Procurement No.: CC03-3640.10

Date Submitted: _____, 2021

3.1.2 Table of Contents (not scored):

Each SOQ must include, immediately following the Cover Page, a complete Table of Contents of all information, sections, and exhibits included in your SOQ, including page numbers.

3.1.3 Cover Letter (not scored):

Following the Table of Contents, insert a Cover Letter addressed to the District as follows:

Farrah Farzaneh, Director, Facilities Planning, Emergency Management & Construction
San Bernardino Community College District 550 E. Hospitality Lane, Suite #200
San Bernardino, CA 92408

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The Cover Letter shall be limited to three (3) pages and contain the following:

- 3.1.3.1 Identification (name, address and telephone number) of the Applicant. The District will not accept SOQs from a Joint Venture or two (2) firms acting as General Partners. If two (2) firms have paired together as partners or co-venture, clearly indicate which firm will act as the “prime” and which will act as the “consultant and/or sub-consultant”. Any MSA awarded will be issued to only the “prime” firm;
- 3.1.3.2 Name, title, address, telephone number and email address of a contact person on behalf of the Applicant for the duration of the RFQ process;
- 3.1.3.3 Brief statement of why your Team should be chosen to be awarded a MSA; and
- 3.1.3.4 Signature of a person authorized to bind the Applicant to the terms of the SOQ, and to negotiate contract terms and make binding decisions in all matters relating to the RFQ, MSA, future RFTOP and future Task Order(s).

3.1.4 Attachments 1-12 to the RFQ – MUST BE SUBMITTED as part of the SOQ

Under this Section, prepare a Table of Contents, identifying the documents you are submitting as part of the SOQ. Each Table of Contents section should have at least one (1) matching labeled divider and tab.

- Attachment 1 Qualification Questionnaire (Parts A, B, C and D)
Local Business Certification Form
- Attachment 2 Individual Resume Form
- Attachment 3A Applicant History and Project Experience
- Attachment 3B Applicant Sustainability History and Project Experience

- Attachment 4 Sub-Consultant History and Project Experience, If Any
- Attachment 5 Acknowledgment of Addenda Form
- Attachment 6 Applicant’s Representations and Certifications Form
- Attachment 7 Conflict of Interest Certification Form
- Attachment 8 Authorization to Release Information Form
- Attachment 9 Non-Collusion Declaration
- Attachment 10 Non-Discrimination Declaration
- Attachment 11 Confidentiality Agreement
- Attachment 12 Rates and Classifications

Should you fail to complete, sign, and turn in as part of your SOQ Attachments 1-12 that are found at the end of this RFQ Document, your SOQ may be deemed “non-responsive” and rejected.

In addition, at the end of the SOQ, you should insert all explanations and other documents required to be submitted in response to the RFQ. List and identify each attachment in the Table of Contents.

3.1.5 Attachments 13-15 to the RFQ – These are NOT TO BE SUBMITTED

The following Attachments are provided and attached to the end of this RFQ for the Applicant’s information.

Attachments 13 -15 are NOT TO BE SUBMITTED as part of your SOQ submission:

- Attachment 13 RFQ Responsiveness Checklist
- Attachment 14 Bid/Proposal Protest Procedure
- Attachment 15 Master Services Agreement (Sample)

3.2 Deadlines and Statement of Qualifications Submission

3.2.1 Time for Submitting your SOQ

The deadline for submitting your SOQ is not later than **2:00 PM PDT on March 18, 2021.**

In the sole and absolute discretion of the District, any SOQ submitted after the stated deadline may not be accepted, deemed non-responsive, and rejected without further consideration.

3.2.2 Manner of Submitting your Statement of Qualifications

The District will receive Proposals only through electronic submission.

All Proposals shall be made and shall be received through the District’s PlanetBids Vendor Portal at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=29414>

Applicants must be a registered vendor with SBCCD in Planet Bids to submit. Any proposals received after the time and date stated above or after any extensions due to material changes will not be

opened. Please take note that PlanetBids' system will not allow electronic submissions after 2:00 PM PDT. **It is recommended that the proposal is submitted to allow enough time for the system to upload.**

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Statement of Qualifications submitted in any other manner will not be considered.

Applicant is solely responsible for timely submission of its SOQ and any failure of timely delivery shall not constitute an excuse for late receipt.

Please allow time to submit before the submission deadline. A date/time stamped receipt will be placed on each Proposal when received. Proposals submitted via fax, telephone, e-mail, mail, and/or in any other non-authorized manner, will not be accepted.

3.2.3 Requests for Clarifications of the RFQ and Deadline for RFCs

All questions and requests for clarification concerning the RFQ process or RFQ Documents must be submitted by not later than **2:00 PM PST on March 05, 2021.**

3.2.4 Manner of Sending in a Request for Clarification

Requests for Clarifications, questions or additional information must be submitted and received by the District prior to the deadline set forth herein. Requests for Clarifications, questions or additional information received after that time will not be responded to. All requests for questions, clarifications, or additional information must be submitted via email between the hours of 8:00 a.m. and 4:30 p.m. PST and before the applicable deadline to the following:

Sherry Lien Giffin via email at sgiffin@sbccd.edu
Use subject line:
"[RFC_CC03-3640.10_DSA Inspector of Record MSA]"

ALL RFCs MUST BE SUBMITTED PRIOR TO THE "Q&A CUT-OFF" DATE MENTIONED ABOVE. Contact with Board Members, District, College, PMO staff, or other persons not specifically noted regarding this RFQ will result in disqualification.

3.2.5 District Responding to Request(s) for Clarification(s)

The District is not obligated to respond to any questions or requests for clarifications that the District judges, in the exercise of its sole and absolute discretion: (1) are received after the above-specified deadline; (2) are submitted in a manner other than as required by the RFQ Documents; (3) are unintelligible; (4) seek information that is irrelevant to the subject matter of the RFQ; (5) seek information that is already contained in the RFQ; or (6) involve weaknesses, errors or omissions in a SOQ, whether observed or not observed by the District, it being the intent of the District that all such weaknesses, errors or omissions, whether observed or not observed, are the sole responsibility of the Applicant.

Should the District determine to respond to a Request for Clarification(s), the District will do so by way of a written Addendum. **No verbal RFCs will be responded to. No verbal Responses to RFCs shall be relied on by any Applicant/Proposer.**

4 EVALUATION & SELECTION CRITERIA: INSPECTION SERVICES-INSPECTOR OF RECORD MSA RFQ

4.1 Evaluation

An evaluation panel (“Evaluation Panel”) consisting of representative(s) from the District, PMO, College staff, and/or outside consultants, will review, analyze, and evaluate all SOQs found to be responsive and submitted by Applicants who have not been deemed non-responsive and/or otherwise disqualified. The Evaluation Panel will evaluate the SOQs based on the evaluation criteria described in the Qualification Questionnaire, Attachment 1.

The District, after determining responsive SOQs received from Applicants will select multiple firms for MSA award. Award notification will be emailed to all Applicants.

Please refer to Attachment 1, Part “A”, Section 1.3 for a further breakdown and description on how these Categories will be evaluated and scored.

5. OTHER TERMS, CONDITIONS, PROVISIONS, & REQUIREMENTS OF THE RFQ

5.1 The following matters are called specifically to the Applicant’s attention:

5.1.1 Alterations

Interlineations, alterations and erasures contained in a SOQ at the time it is received must be initialed by the signer(s) of the SOQ. If not, failure to do so may be grounds for determining a SOQ as “non-responsive”, in the sole discretion of the District.

5.1.2 Withdrawal and/or Re-Submission

SOQ’s may be withdrawn at any time, and resubmitted, prior to the applicable deadline for submission thereof. If this occurs, only the resubmitted SOQ will be evaluated. SOQs may not be withdrawn after the applicable deadline for receipt thereof.

5.1.3 Changes

Subject to Applicant’s right to withdraw and resubmit as stated in Section 5.1.2 above, once a SOQ is submitted it may not be thereafter amended by the Applicant beyond the SOQ Deadline, unless the District specifically permits same pursuant to its rights to clarify, verify and/or extend the RFQ process.

5.1.4 Applicable Law

All SOQ’s must be submitted, filed, made, and executed in accordance with Applicable Law, whether or not such applicable laws are expressly referred to in the RFQ Documents or not.

5.1.5 Review of RFQ

Each Applicant acknowledges and understands its affirmative obligation to carefully and thoroughly examine the RFQ Documents, including the Sample Master Services Agreement (“MSA”) (inclusive of all attachments/exhibits thereto) and other information furnished or made available by the District and to seek clarification of any portions thereof that: (1) constitute errors, omissions, conflicts, ambiguities,

lack of coordination or noncompliance with Applicable Law; and/or (2) indicate difficulties or obstructions that might affect the Applicant's ability to perform the Scope of Services. Applicant by submitting a SOQ, agrees to the language of the sample contract provided, any requests to modify the MSA Agreement must be submitted as an RFC. Failure by an Applicant to fully inform itself of such matters and to seek clarification in the manner required by the RFQ Documents shall not relieve the Applicant from its responsibilities under any contract that may be awarded to such Applicant, nor shall it be a basis for any claim by the Applicant, that it was mistaken or misled in connection with the preparation of its SOQ. The District further assumes no responsibility for errors or misrepresentations resulting from the use by Applicant of an incomplete set of RFQ Documents.

All contracts to all Contracted Firms are standardized. Post selection changes and/or negotiations as to the terms, conditions and provisions thereof will not be permitted. Any selected firm (Awardee) refusing to sign the standardized MSA Contract will have its award rescinded.

5.1.6 Applicant Expenses

Any expenses incurred by an Applicant, prior to or during the RFQ process, in: (1) preparing its SOQ, (2) submitting its SOQ to the District, (3) negotiating with District on any matter related to this RFQ, or (4) engaging in any other activity related to the RFQ process; are the sole responsibility of the Applicant. The PMO and District shall not, under any circumstances (including, without limitation, a decision by the District to reject any or all SOQs or to withdraw or cancel the RFQ with or without re-procurement), be liable for any such expenses. In addition to the foregoing, by Applicant's submitting a SOQ in response to this RFQ, Applicant agrees to defend, indemnify, and hold harmless the District Indemnitees (as defined in the MSA), and each of them, from any and all losses, liabilities, claims, and damages asserted by third persons or entities engaged by or through Applicant or its Consultants, Sub-consultants, Contractors, and/or Subcontractors, of any contracting tier, in connection with responding to this RFQ or preparing for or participating in the RFQ process.

5.1.7 Page Counts

Unless otherwise specifically stated in the RFQ Documents, in interpreting a requirement in the RFQ Documents that a document submitted be limited to a certain number of pages, the word "page" means one side of a sheet of paper.

5.1.8 Responsiveness

Any Applicant who does not comply with the requirements of the RFQ Documents shall be subject to a finding of non-responsiveness and/or disqualification by the District, or reduction(s) in points by evaluators in their scoring of the Applicant's SOQ, as ultimately determined by the District. The decision whether or not to find a SOQ non-responsive and/or to disqualify an Applicant is discretionary with the District, all such decisions are final, and nothing stated in the RFQ Documents shall be interpreted as obligating the District to disqualify and/or find non-responsive any Applicant who fails to comply with the requirements of the RFQ Documents, if some other provision of the RFQ permits the District to do so.

5.1.9 Conflicting Terms

Summaries contained in the RFQ Documents that pertain and/or relate to matters expressly addressed in more detail elsewhere in the RFQ Documents are for the convenience of the Applicants and in all

such instances, the more specific, detailed provisions shall govern. Notwithstanding the foregoing, in the event of a conflict between the terms of the RFQ Documents and any term or condition in the Sample MSA, the latter shall govern.

5.1.10 Pre-Submission Objections

Any objection by an Applicant to the RFQ Documents must be submitted as an RFC before the deadline to submit RFCs as identified in this document. Failure by an Applicant to so object shall constitute a final and conclusive waiver by the Applicant of its right to thereafter assert such objection. If an objection is agreed to, the District will issue an Addendum changing the RFQ documents. If the objection is not agreed to, the District will so state by Addendum and the RFQ documents will stand as issued. If the objecting Applicant thereafter submits a SOQ, it will be deemed to have waived its objection. The submission of a SOQ by an objecting Applicant, where the District has not agreed to the objection and not changed the RFQ based thereon, shall be deemed non-responsive and rejected if the Applicant persists in asserting the objection.

Pre-Submission Objections must be submitted and received by the District prior to the deadline set forth herein in the same manner as an RFC. Pre-Submission Objections or additional information received after that time will not be responded to. All requests for Pre-Submission Objections must be in writing and shall be delivered as described above by the same deadline for RFC submissions.

The District is not obligated to respond to any Pre-Submission Objections that the District judges, in the exercise of its sole and absolute discretion: (1) are received after the above-specified deadline; (2) are submitted in a manner other than as required by the RFQ Documents; (3) are unintelligible; (4) seek information that is irrelevant to the subject matter of the RFQ; (5) seek information that is already contained in the RFQ; or (6) involve weaknesses, errors or omissions in a SOQ, whether observed or not observed by the District, it being the intent of the District that all such weaknesses, errors or omissions, whether observed or not observed, are the sole responsibility of the Applicant.

Should the District determine to respond to a Pre-Submission Objection(s), the District will do so by way of a written Addendum.

5.1.11 Time Periods

If an Applicant is asked in the RFQ Documents to respond to a question relative to a stated time period that has passed (such as, for example, "within the past 5 years"), it shall be deemed to mean the period of time that precedes the date that the Applicant first submits its SOQs to the District. If a question asks for information relative to a stated number of prior "full calendar (or fiscal) years," it shall mean the stated number calendar years immediately preceding the calendar (or fiscal) year in which the SOQs are first submitted by the Applicant.

5.1.12 Joint Offers

The District intends to contract with single firms and not with multiple firms doing business as a joint venture, General Partnership, and/or informal team. Accordingly, where two or more firms desire to join in preparing a single SOQ, they should do so on a Prime and Sub-Consultant basis, rather than as a joint venture, General Partnership, or informal team. The firm acting as the "Prime", if awarded the Contract, will enter into the contract with the District and shall for purposes of this RFQ be

considered the “Applicant.” This is for contracting purposes only and does not mean that the “Sub-Consultants” qualifications will not be evaluated as part of the SOQ process.

5.1.13 Confirmation of Information

The District reserves the right, to confirm the information contained within the resumes or other information submitted or communicated by any means by an Applicant.

5.1.14 Discussions and Clarifications

The District reserves the right, at any point in the RFQ process, but assumes no obligation, to conduct discussions with any Applicant for the purpose of (1) obtaining information essential for determining the acceptability of a SOQ, or (2) providing the Applicant an opportunity to revise or modify its SOQ (“Discussions”). If Discussions are held with any Applicant, they will be held separately with each Applicant; however, the questions asked in Discussions may be different for each Applicant. Additionally, the District may, but assumes no obligation to, communicate, verbally or in writing with an Applicant directly and without notice to, or participation by, other Applicants, and without providing similar opportunities for other Applicants, for purpose of obtaining clarification of certain aspects of a SOQ or of the Applicant’s capability to perform (such as, without limitation, the relevance of past performance information) and addressing minor irregularities, informalities, or apparent clerical mistakes in a SOQ and not for the purpose of changing the Applicant’s terms of its offer or other informational features of its SOQs.

5.1.15 False or Misleading Information

In addition to and without limitation upon any other requirements of the RFQ Documents, the District shall have the right to disqualify any Applicant and reject any SOQ by such Applicant should District determine that any information submitted by the Applicant is false, incorrect or materially incomplete.

5.1.16 Waiver of Irregularities

The District reserves the right, but assumes no obligation, to waive deviations, irregularities, errors, or omissions in an Applicant’s conduct in connection with the RFQ process, in an Applicant’s SOQ, or in regard to any Applicant’s compliance or non-compliance with the requirements of the RFQ Documents.

5.1.17 Unauthorized Communications

Applicants shall not, before award of the MSA contracts, communicate, either verbally or in writing, with any of the following persons (other than the person designated in the RFQ, or their designees) concerning the requirements of the RFQ Documents or concerning any aspect of the RFQ process: (1) any trustee, officer, employee, or representative of the PMO or District; or (2) any consultant, or employee of a consultant, providing the District or PMO with assistance, advice, or professional services relating to the matters covered by the RFQ Documents or who is involved in any aspect of the RFQ evaluation or scoring processes. Communication with or by an Applicant in violation of the foregoing may, as judged in District’s sole and absolute discretion be cause for disqualification of such Applicant.

5.1.18. Interested Parties

An Applicant or Prime Firm shall not be a Consultant, Sub-Consultant, Contractor and/or Subcontractor to another Applicant in more than one SOQ. A Consultant, Sub-Consultant, Contractor and/or Subcontractor may be included in more than one SOQ from different Applicants. District reserves the right to request Prime Firms to provide qualification documents on Consultants, Sub-Consultants, Contractors and/or Subcontractors after execution of Agreement. Firms who are advisors to the District or PMO in respect to this RFQ process are not allowed to submit, or participate in submission of SOQs.

5.1.19 Inability to Perform

Any Applicant who, at any point in time during the RFQ process, is determined by the District, in the exercise of its sole and absolute discretion, to be unable to perform the services sought may be declared disqualified by the District and in such case will not be allowed to participate further in the RFQ process.

5.1.20 Transfer

SOQs are neither assignable nor transferable by Applicant and any such attempted assignment or transfer shall be deemed null and void at its inception.

5.1.21 Ownership of the SOQ's

SOQs shall, upon submission, become property of the District and no portion of any SOQ will be returned by the District to the Applicant unless all of the following have occurred: (1) the portion is marked as "Proprietary and Confidential" in the manner required by the preceding paragraph, (2) the Applicant has requested in writing in its SOQ that such portion be returned in the event the Applicant does not receive award, and (3) within thirty (30) calendar days after award the Applicant requests, in writing, that such portion be returned.

5.1.22 Public Records Act Requests

In accordance with the Public Records Act (California Government Code §§ 6250 *et seq.*), SOQs and related documents submitted pursuant to this Request for Qualification will be subject to disclosure and review by the public once the Selected Firms are announced and upon a request made in compliance with the Public Records Act as required by law. Except as otherwise required by Applicable Law, the District will not disclose trade secrets or proprietary information submitted by an Applicant provided that the Applicant has specifically and conspicuously marked and identified such information as "Proprietary and Confidential Information" at each location in its SOQs where such information appears. Notwithstanding any such markings or identification of information by Applicant as "Proprietary and Confidential," the District reserves the right to independently determine whether any such information is subject to disclosure and to make such information available for review to the public to the extent required by Applicable Law.

5.1.23 District Protest Procedure

A copy of the District's Bid/Proposal Protest Procedure is found as Attachment 14 to the RFQ and incorporated herein by this reference.

5.1.24 Final Determinations

The District shall have the right to make all determinations and interpretations relating to the RFQ Documents or the RFQ process, including, without limitation, any Applicant's compliance with the RFQ Documents or its qualifications to participate in the RFQ process, and all such determinations shall be final and binding. Unless the District undertakes an action and debars an Applicant from applying for and/or proposing under this procurement, any other determination by the District during the RFQ process is not meant, and shall not be construed to be, a negative reflection on and/or a derogatory comment or action against, an Applicant's reputation, experience, and/or other qualifications and/or characteristics. This is a qualifications based selection process and as designed, some Applicant's qualifications will exceed those of other Applicants.

5.1.25 No Commitment

Without limitation to any of the District's other rights under the RFQ Documents, Applicable Law, or the terms of the MSA(s), the District reserves the right, exercised at any time and in its sole and absolute discretion, to do any of the following: (1) reject any SOQ that fails to comply with the requirements of the RFQ Documents; (2) reject all SOQs; (3) make a determination that Applicant is disqualified from participating in the RFQ process due to its being found not as well qualified as other Applicants to perform the services contemplated by the RFQ; (4) cancel all or a part of the RFQ, with or without offering any Applicant the opportunity to participate in any future RFQ process for the same or similar services; or (5) make selection of any Applicant or to no Applicant. Exercise by District of its rights under this Section shall not, under any circumstances, give rise to any liability or obligation on the part of the PMO or District nor shall it constitute grounds for any claim by an Applicant for recovery from PMO or District of any loss, damage, cost, or expense. Nothing stated in this RFQ and no action taken in response to this RFQ, save and except for mutual execution of a contract that is approved by the Board of Trustees, shall constitute, or be interpreted as, creating any legal obligation on the part of the PMO or District to enter into a contract with any Applicant.

5.1.26 Other District Rights

The rights, powers, and discretion expressly conferred upon the District under the RFQ Documents are not intended to be exclusive but are cumulative and in addition to, and not a substitute for, every other right, power, or discretion existing or available to the District under the RFQ Documents or applicable laws.

5.1.27 Performance Evaluations

The PMO may conduct Performance Evaluations of Contracted Firms on an annual basis for the term of the Contract, or when deemed necessary by the District.

6. FULL LIST OF DOCUMENTS COMPRISING THE RFQ AT TIME OF INITIAL ISSUANCE

The Request for Qualification (RFQ) is comprised of the following:

This RFQ document (which should be read as instructions for preparing and submitting your SOQ); Attachments 1 through 15 to the RFQ; all exhibits thereto; all other documents referenced and/or mentioned in the foregoing; all information contained in all of the foregoing; any Addenda issued in connection herewith and Applicable Law. The following documents must be properly filled out, signed and returned with your SOQ.

RFQ Document (this document containing instructions on how to submit your SOQ)	
Attachment 1	Qualification Questionnaire [Part A (Applicant), Part B (Sub-Consultants), Part C (Applicant & Sub-Consultant Personnel and Project Experience), and Part D (Local Business Certification)]
Attachment 2	Individual Resume Form
Attachment 3A	Applicant History and Project Experience Form
Attachment 3B	Applicant Sustainability History and Project Experience Form
Attachment 4	Sub-Consultant History and Project Experience Form
Attachment 5	Acknowledgment of Addenda Form
Attachment 6	Applicant’s Representations and Certifications Form
Attachment 7	Conflict of Interest Certification Form
Attachment 8	Authorization to Release Information Form
Attachment 9	Non-Collusion Declaration
Attachment 10	Non-Discrimination Declaration
Attachment 11	Confidentiality Agreement
Attachment 12	Hourly Rates and Personnel Classifications

All of the above documents must be completed, signed and returned with your Statement of Qualifications

The following documents identified below are not to be returned with your SOQ.

Attachment 13	SOQ Responsiveness Check List
Attachment 14	Bid/Proposal Protest Policy
Attachment 15	Master Services Agreement for Project Inspection Services-Inspector of Record (Sample)
Exhibit A	Hourly Rates and Personnel Classifications (Place Holder)
Exhibit B	Confidentiality Agreement (Place Holder)
Exhibit C	District Approved Key Personnel and Sub-Consultants (Place Holder)
Exhibit D	Conditional Waivers (Sample)
Exhibit E	Unconditional Waivers (Sample)
Exhibit F	Payee Data Record (Sample)
Exhibit G	RFQ & Addenda (Place Holder)
Exhibit H	Statement of Qualifications (Place Holder)
Exhibit I	Request for Task Order Proposal Project Inspection Services-Inspector of Record (Sample)
Exhibit AA	SBCCD Covid-19 Safety Plan (Must be Signed)
Attachment A	Task Order Form (Sample)
Exhibit 1	Consultant Proposal (Place Holder)

Exhibit	2	Fee Proposal (Place Holder)
Exhibit	3	Delivery Schedule (Place Holder)
Exhibit	4	Project Representative, Key Personnel, and Pre-Approved Others (Place Holder)
Exhibit	5	Confidentiality Agreement (Sample)
Exhibit	6	Scope of Services (Place Holder)
Exhibit	7	District Standards (Place Holder)
Exhibit	8	Campus Standards (Place Holder)
Exhibit	9	Other Contractual Documents (Place Holder)
Exhibit	10	Request for Task Order Proposal and Addenda (Place Holder)
Appendix	A	Reference Documents (Place Holder)
		Crafton Hills College Master Plan Site Plan.
		San Bernardino Valley College Master Plan Site Plan.
		95% Draft District and college Standards.
		Owner Project Requirements (OPR) Template.
		Sustainability Plan (Draft)
		Measure CC Master Schedule

End of RFQ Document:

Please proceed to Attachments 1 through 15 for further information and requirements for the RFQ.

All RFQ Documents may be found at:

http://www.sbccd.org/Facilities_Planning_and_Construction/Construction_Bid_Opportunities

All document attached to Appendix A may be found at:

<https://sbccdpmo.egnyte.com/fl/GdwAD7ipdY>



SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

QUALIFICATION QUESTIONNAIRE

(“ATTACHMENT 1” to RFQ)

Part A through D

District-Wide

MULTIPLE AWARD

MASTER SERVICES AGREEMENT (MSA)

For

PROJECT INSPECTION SERVICES –
DIVISION OF THE STATE ARCHITECT (DSA) INSPECTOR OF RECORD

NOTICE:

**THIS FORM MUST BE FILLED OUT AND SUBMITTED WITH AN
APPLICANT’S STATEMENT OF QUALIFICATIONS**

Attachment 1
Qualification Questionnaire – Part A to the RFQ

TABLE OF CONTENTS

(SECTIONS WITHIN ATTACHMENT “1”)

Part A: APPLICANT or PRIME INFORMATION

SECTION 1 – QUESTIONNAIRE INSTRUCTIONS, OVERVIEW, SCORING

SECTION 2 – APPLICANT INFORMATION

SECTION 3 – APPLICANT REQUIREMENTS

Part B: SUBCONSULTANT TEAM MEMBER

SECTION 4 – SUB CONSULTANT TEAM MEMBER REQUIREMENTS

SECTION 5 – SUB CONSULTANT TEAM MEMBER INFORMATION

Part C: APPLICANT AND SUB-CONSULTANT PERSONNEL and PROJECT EXPERIENCE

**SECTION 6 – APPLICANT AND SUB-CONSULTANT PERSONNEL and
PROJECT EXPERIENCE**

Part D: APPLICANT AND SUB-CONSULTANT LOCAL BUSINESS CERTIFICATION FORM

SECTION 7 – LOCAL BUSINESS CERTIFICATION INFORMATION AND FORM

SECTION 1 – QUESTIONNAIRE INSTRUCTIONS, OVERVIEW, SCORING

1.0 Uniform Rating System

For this Procurement, the District has established the following Uniform Rating System for evaluating the qualifications of Project Inspection Services-DSA Inspector of Record Firms (“Applicants”) to determine which Applicants achieve qualification status and become eligible to receive a Master Services Agreement and any future Request for Task Order Proposals (“RFTOP”).

1.1 Overview and Structure

This Questionnaire is divided into four Parts: A, B, C, and D; Part A is for the Applicant, Part B is for the Applicant’s Consultants and/or Sub-Consultants (collectively “Sub-Consultants”), Part C is for both the Applicant’s and Consultants and/or Sub-Consultants Personnel and Experience, and Part D is for Local Businesses. The Questionnaire is comprised of Sections as described below:

Part A: - Applicant or Prime:

- 1.0 Section 1 Questionnaire Instructions, Overview, Scoring
- 2.0 Section 2 Applicant Information
- 3.0 Section 3 Applicant Requirements

Part B: - Sub-Consultant Team Members:

- 4.0 Section 4 Sub Consultant Information
- 5.0 Section 5 Sub Consultant Requirements

Part C: - Applicant and Sub-Consultant Personnel and Experience:

- 6.0 Section 6 Applicant and Subconsultant Personnel and Experience

Part D: - Local Business Bonus Points:

- 7.0 Section 7 Applicant and Subconsultant Local Business participants

1.2 Instructions

Section One (1.0), this section describes the Questionnaire’s structure, instructions and rating system. This section does not require a response and is not scored.

Section Two (2.0), must be completed and returned with the Statement of Qualifications package regarding the prospective Applicant. This section requests Applicant general information. This section is not scored. District may require firm to submit documents in this section to support information provided.

The District will not accept SOQs from a Joint Venture or two firms acting as General Partners. If two firms have paired together as partners or co-venture, the SOQ must indicate which firm will act as the “prime” and which will act as the “consultant and/or sub-consultant”. The Master Services Agreement (“MSA”) will be issued and executed by the prime firm only.

Section Three (3.0), must be completed and returned with the Statement of Qualifications package by the Applicant. Responses are to be provided as “Yes” or “No”. This section is not scored. An Applicant either “passes” or “fails” this based on the answers provided. Please ensure that an answer has been indicated for each question.

Section Four (4.0), must be completed and returned with the Statement of Qualifications package regarding EACH prospective Sub Consultant Team Member. This section requests general information. This section is not scored. District may require firm to submit documents in this section to support information provided.

Section Five (5.0), must be completed and returned with the Statement of Qualifications for EACH proposed Sub Consultant Team Member. This section is not scored. A Sub Consultant Team Member either “passes” or “fails” this section based on the answers provided. Please ensure that an answer has been indicated for each question.

Section Six (6.0), must be completed and returned with the Statement of Qualifications package by the Applicant. This section includes the Applicant’s and Sub-Consultant’s Project Staff Experience and Project Experience. This information is to be provided on the Attachments provided. This section is scored and based on the evaluation a Firm will be deemed qualified or not. There are 640 points available in this section. See Section 6.0 for a further breakdown of the 640 points available.

Section Seven (7.0) must be completed and returned with the Statement of Qualifications package by the Applicant if it and/or its Subconsultant(s) meets the definition of a Local Business. Up to sixty (60) bonus points are available in this section. See Section 7.0 for a further breakdown of the 60 bonus points available.

1.3 Scoring

Only Section Six (6.0) of Part C will be evaluated and scored based on the Applicant’s responses.

The overall numerical scoring received will be used to rank Applicants and determine a

Group of Qualified Applicants. The District reserves the right to increase or decrease the number of Contracted Firms, at any time, if it determines in its best interest to do so.

The District has determined that certain qualification criteria are to receive more importance than other criteria, as defined below. There is a total of 640 available points. Please refer to Section 6.0 for a further breakdown and description on how these Categories will be evaluated and scored.

Available Bonus Points:

Additionally, up to sixty (60) bonus points are available for the participation of Local Businesses. Board Policy 6610 is intended to promote the participation of Local Businesses. "Local Business" shall mean a business serving as a contractor or supplier that has its principal headquarters or permanently staffed regional office located within the Inland Empire (defined as San Bernardino and Riverside Counties), and that has held a business license with one of the cities within the Inland Empire for a minimum of 3 months.

In order to promote the Board policy, the following bonus points are available:

- Applicant that meets the definition of a "Local Business" per Board Policy 6610 shall be awarded an additional bonus of 30 points.
- An Applicant with Subconsultant(s) firms that meets the definition of a "Local Business" shall be awarded an additional bonus of 30 points if the Applicant's subconsultant firms, fulfilling at least 50% of the required disciplines per this section, meet the definition of a "Local Business" per Board Policy 6610. If the Applicant does not have subconsultants to provide these certain disciplines because Applicant can provide these disciplines in-house, the Applicant, if Applicant meets the definition of a "Local Business" per Board Policy 6610, will be awarded these additional bonus points.
- Applicants will be required to self-certify it and/or its Subconsultant(s) meets the definition of a Local Small Business to be eligible to receive Bonus Points. See section seven (7.0) Part D of this Attachment 1 for more information and the Local Business Self-Certification form.

For a qualifying Applicant to be eligible for bonus points, Section seven (7.0) must be completed and returned with the Statement of Qualifications package by the Applicant.

Please also note that per Board Policy 6610, should an Applicant's SOQ/Proposal include less than 25% participation of MBE/WBE businesses and/or less than 10% participation of VOB, VOSB, SDVBE, and DVBE businesses on a District Project, then a Proposer

must justify this deviation in a letter (“Justification Letter”) to the District that accompanies the bid that shall be signed by Proposer’s Chief Executive Officer (CEO).

See Board Policy 6610 for more details, please access link to: [SBCCD Board Policy 6610](#)

Including the Available Bonus Points, the total available points are a maximum of 700 points.

Scoring Overview

Section #	Category	Points Available	Total Points Available
6.1	Statement of Qualifications prepared in accordance with section 6.1	180	
6.2	Number of DSA (San Diego) Projects successfully completed by firm within last 5 years	180	
6.3	Number of Inspectors on staff and years of experience	Required/Not Scored	
6.4	Ability to provide multi-discipline inspections	100	
6.5	Fee Schedule	180	
Total points before bonus =			640
Bonus	Applicant as Local Business	30	
Bonus	Subconsultant (or Applicant) as Local Business (min 50% of disciplines)	30	
Total points with bonus =			700

PLEASE NOTE: Any explanations required in response to questions in any Section shall be placed at the end of the submission and separated with a labeled divider page, including the related Section, Question or Item Number, unless otherwise instructed.

SECTION 2 BEGINS ON THE NEXT PAGE

SECTION 2 – APPLICANT INFORMATION

2.0 Prime Applicant Firm

Firm Name:	_____	<u>Firm Organized as:</u>
Address:	_____ _____	<input type="checkbox"/> Corporation
Contact Person	_____	<input type="checkbox"/> Limited Liability Company (LLC)
Phone	_____	<input type="checkbox"/> Limited Partnership (LP)
Fax	_____	<input type="checkbox"/> General Partnership (GP)
License Number(s)	_____	<input type="checkbox"/> Limited Liability Partnership (LLP)
Federal Tax ID	_____	<input type="checkbox"/> Sole Proprietorship

Insurance

Firm’s Professional Liability (E&O) Amounts:

Per Incident: _____

Aggregate: _____

Average Project Size, past three (3) years:

Dollar Amount _____

Square Footage _____

Firm’s gross revenues for the past three (3) years:

2018 _____ 2019 _____ 2020 _____

Personnel

Current Number of persons firm employs? _____

How many DSA Certified Project Inspector Professionals does firm employ?

Has the Firm’s name changed in the past five years?

- No
- Yes

If yes, provide explanation.

Is the Firm a subsidiary, parent, holding company or affiliate of another firm?

- No
- Yes

If yes, provide information about the other firms, if one firm owns fifty percent (50%) or more of another, or if an owner, partner, or officer of the Firm holds a similar position in another firm:

2.1 Corporation

If the Prime Applicant Firm is a CORPORATION, provide the following information:

Date Incorporated: _____

Under the Laws of what state: _____

Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent (10%) of the corporation's stock:

Name	Position	Years with Corp.	% Ownership

Identify every firm that a person listed above has been associated with (as owner, general partner, limited partner, or officer) at any time during the last five (5) years. Please Note that "owner" and "partner" refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation:

Name	Other Firm Name	Dates of Participation

2.2 Partnership

If the Prime Applicant Firm is a PARTNERSHIP, provide the following information:

Date of Formation: _____

Under the Laws of what state: _____

Has there been a change in the Firm’s Ownership during the last three years?

No Yes (if yes, attach provide explanation, separate page)

Provide all the following information for each partner who owns at least ten percent (10%) or more of the firm:

Name	Position	Years with Firm	% Ownership

Identify every firm that a person listed above has been associated with (as owner, general partner, limited partner, or officer) at any time during the last five (5) years. Please Note that “owner” and “partner” refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation:

Name	Other Firm Name	Dates of Participation

2.3 Limited Liability Company

If the Prime Applicant Firm is a LIMITED LIABILITY COMPANY, provide the following information:

Date of Formation: _____

Under the Laws of what state: _____

Has there been a change in the Firm’s Ownership during the last three years?

- No Yes (if yes, attach provide explanation on separate page)

Provide all the following information for each partner who is owns at least ten percent (10%) or more of the firm:

Name	Position	Years with Company	% Ownership

Identify every firm that a person listed above has been associated with (as owner, general partner, limited partner, or officer) at any time during the last five (5) years. Please Note that “owner” and “partner” refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation:

Name	Other Firm Name	Dates of Participation

2.4 Sole Proprietorship

If the Prime Applicant Firm is a SOLE PROPRIETORSHIP, provide the following information:

Date of commencement of business _____

Company Owner's Social Security Number _____

Identify every firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.

“Owner” or “Partner” refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

Name	Company/Firm	Dates of Participation

[GO ON TO NEXT PAGE FOR SECTION 3]

SECTION 3 – APPLICANT REQUIREMENTS

3.0 Applicant’s Essential Requirements

The Applicant may be immediately disqualified if the answer to any of the following questions one (3.1) through four (3.4) is “No”.

3.1 Is it true that no Officer or Director of the Applicant Firm has filed for bankruptcy or been forced into bankruptcy by creditors within the last ten (10) years?

- No Yes

3.2 Applicant has current workers’ compensation insurance policy as required by the Labor Code and the State of California?

- No Yes

Applicant is exempt from this requirement, because it has no employees

3.3 Do all of Applicant’s professionals who may work on a District project must possess current DSA Project Inspector Certification for the services which they intend to provide?

- No Yes

3.4 The Applicant is covered by professional liability insurance policies (“errors and omissions”)?

- No Yes

3.5 Attach a **Certificate of Insurance** under a cover page labeled “Certificate of Insurance”. Certificate must indicate the per occurrence policy limit and the aggregate policy limit for work on Services sought.

The Applicant may be immediately disqualified if the answer to any of the following questions six (3.6) through nine (3.9) is “Yes”.

3.6 Has your DSA Project Inspection Certification been revoked at any time in the last five (5) years?

No Yes

3.7 At any time during the last five (5) years, has the Applicant, or any of its owners, officers, and/or directors, been convicted of a crime involving the award of a contract of a government construction project, or the bidding, or performance of a government contract?

No Yes

3.8 In the last five years, have any assets of the Applicant been frozen and/or attached by any governmental entity?

No Yes

3.9 Has any DSA Project Inspection Certification(s) held by any professional who will provide services been revoked at any time in the last five (5) years?

No Yes

END OF QUESTIONS for Applicant

END OF PART A



SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
SUB CONSULTANT TEAM MEMBER QUALIFICATION
QUESTIONNAIRE

(“ATTACHMENT 1” to RFQ)

“Part B”

District-Wide

MULTIPLE AWARD
MASTER SERVICES AGREEMENT (MSA)

For
PROJECT INSPECTION SERVICES
DIVISION OF THE STATE ARCHITECT (DSA) INSPECTOR OF RECORD

NOTICE:

**THIS FORM MUST BE FILLED OUT AND SUBMITTED WITH AN APPLICANT’S
STATEMENT OF QUALIFICATIONS FOR EACH SUBCONSULTANT TEAM
MEMBER PROPOSED**

SECTION 4 – SUBCONSULTANT TEAM MEMBER INFORMATION

4.0 Sub Consultant Team Member Firm

Sub Consultant Discipline(s); _____
(List those as defined on the “Roles on the Project” per the table in Section 6)

Firm Name: _____

Address: _____

Contact Person _____

Phone _____

Fax _____

License Number(s) _____

Federal Tax ID _____

Firm Organized as:

- Corporation
- Limited Liability Company (LLC)
- Limited Partnership (LP)
- General Partnership (GP)
- Limited Liability Partnership (LLP)
- Sole Proprietorship

Insurance

Firm’s Professional Liability (E&O) Amounts:

Per Incident: _____

Aggregate: _____

Average Project Size, past three (3) years:

Dollar Amount _____

Square Footage _____

Firm’s gross revenues for the past three (3) years:

2018 _____ 2019 _____ 2020 _____

Firm Principal has been licensed AND practicing in California for: _____years

Personnel

Current Number of persons firm employs? _____

How many licensed professionals for Discipline(s) does firm employ? _____

Has the Firm's name changed in the past five years?

- No Yes

If yes, provide explanation.

Is the Firm a subsidiary, parent, holding company or affiliate of another firm?

- No Yes

If yes, provide information about the other firms, if one firm owns fifty percent (50%) or more of another, or if an owner, partner, or officer of the Firm holds a similar position in another firm:

4.1 Corporation:

If the Sub-Consultant is a CORPORATION, provide the following information:

Date Incorporated: _____

Under the Laws of what state: _____

Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent (10%) of the corporation's stock:

Name	Position	Years with Corp.	% Ownership

Identify every firm that a person listed above has been associated with (as owner, general partner, limited partner, or officer) at any time during the last five (5) years. Please Note that “owner” and “partner” refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation:

Name	Other Firm Name	Dates of Participation

4.2 Partnership: _____

If the Sub Consultant is a PARTNERSHIP, provide the following information:

Date of Formation: _____

Under the Laws of what state: _____

Has there been a change in the Firm's Ownership during the last three years?

- No Yes (if yes, attach provide explanation on separate page)

Provide all the following information for each partner who is owns at least ten percent (10%) or more of the firm:

Name	Position	Years with Firm	% Ownership

Identify every firm that a person listed above has been associated with (as owner, general partner, limited partner, or officer) at any time during the last five (5) years. Please Note that "owner" and "partner" refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation:

Name	Other Firm Name	Dates of Participation

4.3 Limited Liability Company: _____

If the Sub Consultant is a LIMITED LIABILITY COMPANY, provide the following information:

Date of Formation: _____

Under the Laws of what state: _____

Has there been a change in the Firm’s Ownership during the last three years?

- No Yes (if yes, attach provide explanation on separate page)

Provide all the following information for each partner who is owns at least ten percent (10%) or more of the firm:

Name	Position	Years with Company	% Ownership

Identify every firm that a person listed above has been associated with (as owner, general partner, limited partner, or officer) at any time during the last five (5) years. Please Note that “owner” and “partner” refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation:

Name	Other Firm Name	Dates of Participation

4.4 Sole Proprietorship: _____

If the Sub Consultant is a SOLE PROPRIETORSHIP, provide the following information:

Date of commencement of business _____

Company Owner's Social Security Number _____

Identify every firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.

“Owner” or “Partner” refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

Name	Company/Firm	Dates of Participation

SECTION 5 – SUBCONSULTANT TEAM MEMBER REQUIREMENTS

5.0 Sub-Consultant Essential Requirements

The Sub-Consultant may be immediately disqualified if the answer to any of the following questions (5.1) through (5.3) is “No”.

5.1 Sub Consultant who may work on a District project possess current DSA Project Inspector Certification for the Discipline/Services which the Firm intends to provide?

- No Yes

5.2 Sub Consultant has current workers’ compensation insurance policy as required by the Labor Code and the State of California?

- No Yes

Firm is exempt from this requirement, because it has no employees

5.3 Sub Consultant is covered by professional liability insurance (“errors and omissions”)?

- No Yes

5.4 Attach a Certificate of Insurance under a cover page labeled “Certificate of Insurance”. Certificate must indicate the per occurrence policy limit and the aggregate policy limit for work on design contracts.

The Sub Consultant may be immediately disqualified if the answer to any of the following questions (5.5) through (5.8) is “Yes”.

5.5 In the last five (5) years has your Project Inspector Certification been revoked?

No Yes

5.6 At any time during the last five (5) years, has the Firm, or any of its owners, officers, and/or directors, been convicted of a crime involving the award of a contract of a government construction project, or the bidding, or performance of a government contract?

No Yes

5.7 In the last five years, have any assets of the Sub-Consultant been frozen and/or attached by any governmental entity?

No Yes

5.8 Sub-Consultant has less than two (2) years of performing consulting services on Public Works or Public Education construction projects in California?

No Yes

END OF QUESTIONS for Sub Consultant Team Member

[Go to next page for the required Certification]

CERTIFICATION

NOTE: Authorized person(s) with authority to execute this Certification shall sign this Certification on behalf the Sub-Consultant that is proposed and seeking to be qualified by the DISTRICT.

Provide this Certification which each Sub-Consultant, person or legal entity.

I, the undersigned _____, certify and declare that I have read all the foregoing answers to this Qualification Questionnaire, Part B; that all responses are correct and complete of my own knowledge and belief. I further declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

(Signature)

(Printed name)

(Place of Execution)

(Date)

Name of the entity (or person), that is a constituent member of the Firm on whose behalf this Certificate is signed



SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
APPLICANT AND SUB-CONSULTANT PERSONNEL and
PROJECT EXPERIENCE

(“ATTACHMENT 1” to RFQ)

“Part C”

District-Wide

MULTIPLE AWARD

MASTER SERVICES AGREEMENT (MSA)

For

PROJECT INSPECTION SERVICES
DIVISION OF THE STATE ARCHITECT (DSA) INSPECTOR OF RECORD

NOTICE:

**THIS FORM MUST BE FILLED OUT AND SUBMITTED WITH AN APPLICANT’S
STATEMENT OF QUALIFICATIONS**

Attachment 1
Qualification Questionnaire – Part C to the RFQ

SECTION 6 – APPLICANT AND SUB-CONSULTANT PERSONNEL AND PROJECT EXPERIENCE

6.0 Experience Requirements and scoring

The Applicant is to provide personnel resources, credentials and expertise to meet the District's needs for each project. In this Section the Applicant provides information regarding the firm's general project experience and project staff experience for evaluation by the District and PMO for qualification.

6.1 Statement of Qualifications Content Requirements - 180 points available:

In order to evaluate the prospective Inspector's qualifications, submittals are requested to be prepared in the outline format and in accordance with section 3.1 of this RFQ. Brevity and clarity in all presentations are requested.

6.2 Number of DSA (San Diego) Projects successfully completed by firm within last 5 years - 180 points available:

List up to ten (10) projects successfully completed by your firm through DSA, San Diego within last 5 years which include the following components:

1. Experience with K-12 Schools and/or Higher Education facilities in California.
2. Experience with projects for Public Agencies in California.
3. Experience working on a campus while school is in session.

6.3 Number of Inspectors on staff, classification, and years of experience - Required/Not Scored:

Submit a completed Individual Resume Form (RFQ, Attachment 2) for each of the Inspectors on staff. Do not submit any additional Roles past those as define in this RFP. One (1) individual can perform (2) roles but must be labeled as such on the Resume Form.

An additional single page may also be included behind each form for each resume. The resume must present the individual's overall experience, education, licensing and other general information as well as the individual's higher education and consulting experience, primarily on Community College District projects, and any other public works projects.

The specific individuals submitted with the SOQ may be requested by the District for a future project.

Each of the people submitted for position above will be evaluated and scored by the Evaluation Committee based on the strength of their personal experience as reflected in Attachment 2 – Individual Resume Form.

6.4 Ability to provide multi-discipline inspections - 100 points available:

The Applicant is to provide a list of its proposed overall Team Members (which includes Applicants employees and proposed Sub-Consultants and their employees).

Every Team Member that is a Sub-Consultant listed below is to complete and submit documentation as per Qualification Questionnaire, Part B (RFQ, Attachment 1).

District reserves the right to request additional firms or disciplines as required for future work.

Individual and Firm Names	DSA Classification

The overall Team proposed, as submitted on the above matrix, will be evaluated and scored by the Evaluation Committee based on the strength of the overall Team proposed in the matrix above, the information contained in the Individual Resume Forms – Attachment 2, and the information contained in the Qualification Questionnaire – Attachment, Part “A” and Part “B”. The Applicant will be awarded from 0 to 120 points based on the strength of the overall Team proposed.

6.5 Fees Schedule - 180 points available:

Will be based on fully loaded hourly billing rates. Rate adjustments require prior approval and shall not exceed 2.5% per annum. The total fees paid to any selected inspection firm will be those fees as authorized by Independent Task Order. Owner reserves the right, in its sole discretion, to negotiate with Inspector the contract pricing for Project(s).

END OF SECTION SIX



SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**LOCAL BUSINESS CERTIFICATION FORM FOR
MEASURE CC**

(“ATTACHMENT 1” to RFQ)

“Part D”

District-Wide

MULTIPLE AWARD

MASTER SERVICES AGREEMENT (MSA)

For

PROJECT INSPECTION SERVICES

DIVISION OF THE STATE ARCHITECT (DSA) INSPECTOR OF RECORD

NOTICE:

**THIS FORM MUST BE FILLED OUT AND SUBMITTED WITH AN
APPLICANT’S STATEMENT OF QUALIFICATIONS FOR A
QUALIFYING APPLICANT TO BE ELIGIBLE FOR LOCAL BUSINESS
BONUS POINTS**

Attachment 1

Local Business Certification – Part D to the RFQ

7.0 Local Business – Bonus Points: A total of up to 60 Bonus Points may be available on top of the possible 640 Standard Points. “SBCCD Local Business for Measure CC” must be self-certified and completed by Applicant if Applicant and/or its Subconsultant(s) are able to meet the following requirements for Bonus Points.

7.1 Is Applicant a “Local Business” as defined by SBCCD Board Policy 6610 as: “Local Business” shall mean a business serving as a contractor or supplier that has its principal headquarters or permanently staffed regional office located within the District or the Inland Empire (defined as San Bernardino and Riverside Counties), and that has held a business license with one of the cities within the Inland Empire for a minimum of three months.

7.1.1 Yes = 30 Bonus Points

7.2 Do/does the Applicant’s Subconsultant(s) meet the definition of a “Local Business” defined by SBCCD Board Policy 6610 and will Applicant’s Subconsultant(s) fulfill at least 50% of the disciplines required by this RFQ?

7.2.1 Yes = 30 Bonus Points

7.3 Does the Applicant not have Subconsultant(s) to provide required disciplines because Applicant can provide these disciplines in-house and is Applicant a “Local Business” as defined by SBCCD Board Policy 6601?

7.3.1 Yes = 30 Bonus Points (note: if Applicants certifies that its Subconsultant(s) meet the Local Business requirement under 7.2 above, Applicant cannot receive 30 Bonus Points under this section in addition to 30 Bonus Points under section 7.2)

SBCCD Local Business for Measure CC

SELF CERTIFICATION

I certify as the undersigned, a duly authorized officer of Applicant Company, with authority to execute and legally bind the below-named Applicant to this Self Certification, does hereby represent, warrant and agree to the following:

- 1) Applicant firm is a: Local Business:
 - a. Initial Here: _____ 30 Bonus Points

- 2) Applicant’s Subconsultant(s) is a Local Business and is/are fulfilling at least 50% of the disciplines required by this RFQ
 - a. Initial Here: _____ 30 Bonus Points

- 3) Applicant does not have Subconsultant’s as Applicant can provide all disciplines required by this RFQ in house and Applicant is a “Local Business”:
 - a. Initial Here:30 Bonus Points

Total Bonus Points _____
(Applicant to add Bonus Points and fill in here)

Date:

[Name of Applicant]

[Signature of Applicant (if individual) or its Officer]

One additional page may be attached to the back of this form

1. NAME	2. ROLE IN THIS CONTRACT	3. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

4. FIRM NAME AND LOCATION (City and State)

5. EDUCATION (DEGREE AND SPECIALIZATION)	6. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
--	---

7. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

8. RELEVANT PROJECTS

(1) PROJECT NAME AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
(1) PROJECT NAME AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
(1) PROJECT NAME AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
(1) PROJECT NAME AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
(1) PROJECT NAME AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

APPLICANT AND SUBCONSULTANT PROJECT HISTORY AND PERFORMANCE

List all recent work (within the past then (10) years) on COMPLETE education or public agency building projects/programs that included the Applicant (and any Team Members)
A majority of the projects Applicant lists shall be Applicant's history and project experience, not Applicant's Sub-Consultant's history and project experience if there are no Subconsultants the Applicant can submit up to 10 projects.

	TEAM MEMBER FIRM NAME (S)	PUBLIC AGENCY OR CLIENT NAME AND ADDRESS	PROJECT / PROGRAM NAME	PERIOD OF PERFORMANCE (INDICATE TO/FROM DATE USING MONTH AND YEAR)	EACH FIRM'S ROLE IN THIS PROJECT/PROGRAM (INDICATE PRIME OR SUB FIRM)	INDICATE WHAT INSPECTION SERVICES WERE PERFORMED	TOTAL NUMBER OF STAFF PROVIDED BY THE FIRM FOR THE PERIOD NOTED, IF ANY	APPROXIMATE TOTAL AMOUNT INVOICED FOR THE PERIOD NOTED	AGENCY'S CONTACT INFORMATION NAME OF CONTACT / TITLE / PHONE # OR EMAIL ADDRESS (The District reserves the right to contact listed agencies for references)	BRIEF DESCRIPTION OF PROJECT AND RELEVANCE
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										

List up to 10 projects – More than 10 projects will not be awarded additional points.

APPLICANT AND SUBCONSULTANT SUSTAINABILITY HISTORY AND PERFORMANCE

List all recent work (within the past then (10) years) on COMPLETE education, public agency building or other private non-DSA projects/programs that included the Applicant (and any Team Members).
A majority of the projects Applicant lists shall be Applicant's history and project experience, not Applicant's Sub-Consultant's history and project experience if there are no Subconsultants the Applicant can submit up to 5 projects.

	TEAM MEMBER FIRM NAME (S)	CLIENT NAME AND ADDRESS	PROJECT / PROGRAM NAME	PERIOD OF PERFORMANCE (INDICATE TO/FROM DATE USING MONTH AND YEAR)	EACH FIRM'S ROLE IN THIS PROJECT/PROGRAM (INDICATE PRIME OR SUB FIRM)	INDICATE WHAT INSPECTION SERVICES WERE PERFORMED	TOTAL NUMBER OF FULL TIME STAFF PROVIDED BY THE FIRM FOR THE PERIOD NOTED, IF ANY	APPROXIMATE TOTAL AMOUNT INVOICED FOR THE PERIOD NOTED	CLIENT'S CONTACT INFORMATION NAME OF CONTACT / TITLE / PHONE # OR EMAIL ADDRESS (The District reserves the right to contact listed agencies for references)	BRIEF DESCRIPTION OF PROJECT AND RELEVANCE
1										
2										
3										
4										
5										

List up to 5 projects – More than 5 projects will not be awarded additional points.

Sub-Consultant History and Project Experience Form
(not scored)

Firm Name/Address _____

E-mail: _____ Website: _____

Sub-Consultant Specialty: _____

Contact Person Phone/Email: _____

	Question	Response	Explanation (If Required)
1.	Does at least one principal from the above Sub-consultant have a minimum of five (5) years' experience providing DSA Inspector of Record services?	Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, provide name(s), years of experience, and discipline(s):
2.	Does the above Sub-consultant have a minimum of two (2) years' experience providing Inspector of Record services for public education facilities building projects/programs in California?	Yes <input type="checkbox"/> No <input type="checkbox"/>	N/A
3.	Does the above Sub-consultant have a current business and professional license within the state of California for these services?	Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, provide name(s) and license number(s), and attach a copy:
4.	Has your firm performed Inspector of Record services for any school district or public college in California within the past five (5) years?	Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, please list in Item 6 below.

Use additional pages to explain if required.

Indicate the project/program name, dollar value, contact person, and contact information of the last three (3) projects/programs in which your firm has performed Inspector of Record services.

Agency or Owner	Services Provided Value	Project Name	Describe Services Provided
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		

Please attach any explanations, additional pages, copies of license a below:

ACKNOWLEDGMENT OF ADDENDA

The Applicant acknowledges the receipt and review of all Addenda issued, if any, for this Procurement by indicating below the Addendum No. and Date thereof, as well as signing this form and returning it with your SOQ:

PROJECT NAME: Master Services Agreement for DSA Inspector of Record Services

PROCUREMENT NUMBER: CC03.3640.10

Addendum No.	Date Received

Applicant: _____

By: _____

Date: _____

APPLICANT REPRESENTATIONS AND CERTIFICATION

(Prime shall submit one form and each Team Member must submit additional form.)

Without limitation on any other statements or representations made by the APPLICANT (or Team Member) as part of its participation in the RFQ and any subsequent RFP process for the Project, each Applicant who submits an Application and any subsequent Proposal in response to this RFQ and any subsequent RFTOP is deemed to have made the following representations to the District:

1. Applicant represents that its Application/Proposal fully complies with the requirements of the RFQ/RFTOP;
2. Applicant represents that all of the statements and representations made, or incorporated by reference, by Applicant in its Application/Proposal, or in the attachments or exhibits submitted with its Application/Proposal, are true, correct and materially complete;
3. Applicant represents that matters stated in the Application/Proposal are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true;
4. Applicant represents that it attended the Mandatory Pre-Submittal Conference and/or Job Walk (if applicable);
5. Applicant represents that each person who signed a document that is included in the Applicant's Application/Proposal was at the time of signing, and for the duration of Applicant's participation in the RFQ/RFTOP process provided for in these Instructions shall remain, authorized to so sign on behalf of and to bind the Applicant;
6. If the Applicant is a corporation, limited liability company, or limited partnership, Applicant represents that it is, and for the duration of Applicant's participation in the RFQ/RFTOP process provided for by these Instructions shall remain, registered with the Office of the Secretary of State for the State of California and authorized under Applicable Laws to business in the State of California with a legal status determined by said Office of the Secretary of State of "active and in good standing";
7. Applicant represents that it possesses at the time of submission of its Application/Proposal, and shall possess for the duration of Applicant's participation in the RFQ/RFTOP process provided for by these Instructions, all licenses that it is required to hold under the provisions of these Instructions and/or that it is required to hold under applicable laws in order to perform the services and work contemplated by the RFQ/RFTOP;
8. Applicant represents that it is, and at all times during its participation in the qualification process shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well any similar provisions of applicable laws setting forth proscriptions or penalties relating to the employment or hiring of undocumented aliens;
9. Applicant, being familiar with California Government Code §§1090 *et. seq.* and §§ 87100 *et seq.*, represents that it does not know of any facts occurring in connection with the Applicant's preparation for, or participation in, the herein described RFQ/RFTOP process that constitute a violation thereof and has disclosed to District in "Attachment 7 - Conflict of Interest

Certification” any possible interests, direct or indirect, which Applicant believes any official, officer, agent, or employee of the PMO, District or any of its Colleges, or any department thereof, has that might cause such official, officer, agent, or employee to be “financially interested” (as that term is defined the aforesaid statutes) in any decision made by District in connection with the RFQ/RFTOP process that is the subject of these Instructions;

- 10. For projects over \$1 Million, In accordance with Public Contract Code section 2204 (a), the Applicant certifies and represents that at the time its Application/Proposals are submitted, the Applicant is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable. Applicants are cautioned that making a false certification and representation may subject the Applicant to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Applicant agrees that submission of its Application/Proposals shall constitute Applicant’s certification and representation as aforesaid; and

The undersigned Applicant/Proposer hereby certifies:

- 1. The Applicant/Proposer knows of facts that would materially impair its financial ability to perform the Scope of Services.
 Yes No

- 2. The Applicant/Proposer lacks sufficient liquid assets to pay its debts as and when they fall due.
 Yes No

APPLICANT/PROPOSERS ARE ADVISED THAT LEAVING A QUESTION UNANSWERED OR PROVIDING A “YES” ANSWER, TO ANY OF THE FOREGOING QUESTIONS CONSTITUTES GROUNDS FOR THE DISTRICT TO DISQUALIFY THE APPLICANT/PROPOSER.

Date: _____

_____ Name of Applicant/Proposer

_____ Signature of Applicant/Proposer (if individual) or its Officer

_____ Typed Name of Person Signing

_____ Office or Title

CONFLICT OF INTEREST CERTIFICATION

The undersigned Applicant hereby certifies that:

1. No officer, director, agent, employee, or affiliate of the Applicant has, and none of the Subconsultants that Applicant contemplates retaining to perform the services covered by the RFQ/RFTOP have, a financial interest in any consultant or contractor currently under agreement to perform work or services for the PMO, any of its consultants or subconsultants, the District or any of the District's colleges, excepting the following firms: _____
2. No officer, director, agent, employee, or affiliate of the Applicant has received or given, and none of the Subconsultants that Applicant contemplates retaining to perform the services covered by the RFQ/RFTOP have received or given, either directly or indirectly through an intermediary, any gift or gratuity to any consultant or contractor currently under agreement to perform work or services for the PMO, any of its consultants or subconsultants, the District or any of the District's colleges, except for the following: _____
3. No officer, director, agent, employee, or affiliate of the Applicant has, and none of the Subconsultants that Applicant contemplates retaining to perform the services covered by the RFQ/RFTOP have any affiliation or business relationship with any official, officer, agent, or employee of PMO, any of its consultants or subconsultants, the District or any of the District's colleges, or of any consultant or contractor retained by the District, who makes recommendations to the District with respect to the expenditure of money, except for the following affiliation or business relationship: _____
4. No officer, director, agent, employee, or affiliate of the Applicant has, and none of the Subconsultants that Applicant contemplates retaining to perform the services covered by the RFQ/RFTOP have any affiliation or business relationship with any official, officer, agent, or employee of the PMO, any of its consultants or subconsultants, the District or any of the District's colleges, except for the following affiliation or business relationship: _____
5. No portion of the services covered by the Applicant's SOQ is anticipated to be performed by a person or entity that is already providing, or that Applicant has reason to believe may provide in the future, services, advice, or consultation to (1) the District or any of its colleges in connection with the District's Bond Program, (2) any consultant or contractor retained by the District in connection with the District's Bond Program, or (3) the PMO, any of its consultants or subconsultants, or (4) any sub-consultant or subcontractor of any consultant or contractor retained by District and/or the PMO, except for the following: _____
6. The Applicant does not know of any other circumstances, not described above, that create or could be reasonably interpreted as creating, a conflict of interest, except for the following: _____
7. The Applicant agrees to assume continuing duty to disclose to the District any circumstances that may arise in the future within the scope of the requests for disclosure of conflicts of interests stated above.

Applicant: _____

Signature: _____

Name and Title: _____

Date: _____

AUTHORIZATION TO RELEASE INFORMATION

The undersigned Applicant, for itself and for its consultants, contractors, sub-consultants and/or subcontractors, hereby authorizes and consents to the District and PMO, acting on behalf of the District, in obtaining information from third parties, including, but not limited to any individual(s) or individual representative(s) of any firm(s), entity(ies) or organization(s) listed in the Application/Proposal, for the purpose of verifying the information provided by the Applicant or for any other purpose related to the evaluation of Applicant's qualifications and/or the qualifications of its consultants, contractors, sub-consultants and/or subcontractors. Applicant recognizes that to ensure the effectiveness of the RFQ/RFTOP process, such individuals must be able to speak frankly and openly. Accordingly, Applicant, for itself and for its consultants, contractors, sub-consultants and/or subcontractors, hereby fully and unconditionally provides authority to such third parties and hereby also releases and discharges such third parties, and the firms, entities and organizations they represent, from any claim or liability relating to information provided by it/him/her/them to the District and/or PMO in connection with the processing, investigation and evaluation by District and the PMO of the Applicant's Application/Proposal.

Applicant hereby certifies that all of its consultants, contractors, sub-consultants and/or subcontractors have read this Authorization to Release Information and Applicant's signature below represents its and its consultants, contractors, sub-consultants and/or subcontractors full agreement to the same.

Name of Applicant

Signature

Title

Date

NON-COLLUSION DECLARATION

THE UNDERSIGNED DECLARES:

I am the _____ of _____, the party or Applicant (“Applicant”) submitting the Application/Proposal (“Application/Proposal”) that is being submitted with this Declaration.

The Application/Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Application/Proposal is genuine and not collusive or a sham. The Applicant has not directly or indirectly induced or solicited any other Applicant to put in a false or sham Application/Proposal. The Applicant has not directly or indirectly colluded, conspired, connived, or agreed with any Applicant or anyone else to put in a sham Application/Proposal, or to refrain from Proposing. The Applicant has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Application/Proposal price of the Applicant or any other Applicant, or to fix any overhead, profit, fee, or cost element of the Application/Proposal price, or of that of any other Applicant. All statements contained in the Application/Proposal are true. The Applicant has not, directly or indirectly, submitted his or her Application/Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Application/Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Application/Proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this Declaration on behalf of an Applicant that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Applicant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state]."

[Name of Applicant]

[Signature of Applicant (if individual) or its Officer]

[Typed Name of Person Signing]

[Office or Title]

NON-DISCRIMINATION DECLARATION

Applicant hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Applicant shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state]."

[Name of Applicant]

[Signature of Applicant (if individual) or its Officer]

[Typed Name of Person Signing]

[Office or Title]

CONFIDENTIALITY AGREEMENT

(Applicant shall submit one form. Each Consultant/Sub-Consultant Firm must submit an additional form)

The undersigned, a duly authorized officer of _____
[Enter name on the line above of Applicant/Consultant/Subconsultant Firm, as applicable]

has the duly delegated authority to execute and contractually bind the below-named signatory to this Confidentiality Agreement, does hereby represent, warrant, and agree that: (1) any and all financial, statistical, personal, technical, or other data and information that is designated confidential by the PMO or District and made available to any of the foregoing and the content of any or all verbal discussions or negotiations between the PMO and / or District concerning the terms or other content of a SOQ, bid, proposal, or other offer, submitted to the PMO or District (collectively, "Confidential Information") shall be kept in strictest confidence and no disclosure of any part of the Confidential Information shall be made to anyone other than authorized employees, agents, representatives, contractors, subcontractors, consultants, or sub-consultants having a need to know the Confidential Information in order to assist the Applicant in preparing its SOQ, bid, proposal, or other offer; (2) Applicant and the other signatories hereto, shall take all necessary steps to ensure that the Confidential Information is not disclosed by any employees, agents, representatives, contractors, subcontractors, consultants, or sub-consultants having a need to know the Confidential Information employed or retained by the Applicant, including, without limitation, requiring each such employee, agent, representative, contractors, subcontractors, consultants, or sub-consultants to execute a written agreement, substantially similar in form to this Confidentiality Agreement, promising to protect the Confidential Information from disclosure; and (3) the signatories shall, if requested by PMO or District, return to PMO or District the originals and all copies of the Confidential Information, as well as any notes, summaries or other writings reflecting the content of Confidential Information, within five (5) calendar days of request by PMO or District.

Date: _____

[Name of Applicant or Team Member Firm]

[Signature of Applicant (if individual) or its Officer]

[Typed Name of Person Signing]

[Office or Title]

Hourly Rates & Personnel Classification

Position	Hourly Rate ¹
DSA Inspector of Record – Class 1	
DSA Inspector of Record – Class 2	
DSA Inspector of Record – Class 3	

The District reserves the right to modify rates, add additional position classifications and make any other modifications as it deems necessary.

Date: _____

[Name of Applicant or Team Member Firm]

[Signature of Applicant (if individual) or its Officer]

[Typed Name of Person Signing]

[Office or Title]

¹ The hourly rates are “fully burdened”.

SOQ RESPONSIVENESS CHECK LIST

The following Check List is provided to Applicants as a courtesy by the District. It is not to be turned in as part of, or with your, Statement of Qualifications. Rather, once your SOQ is prepared, you may want to review your SOQ package against this Check List to make sure your SOQ contains all required components of a Responsive SOQ.

WARNING: Applicant is responsible for including in its SOQ all information and content required by the RFQ. This Check List does not contain all such content and/or information.

RFQ Section or Attachment #	NAME OF FORM OR DOCUMENT	REQUIRED NUMBER OF FORMS TO BE SUBMITTED	Is this in My SOQ?
3.1.1	Cover Page	One (1) – Applicant needs to create	
3.1.2	Table of Contents	One (1) - Applicant needs to create	
3.1.3	Cover Letter	One (1) - Applicant needs to create	
Attachment 1; Part A	Qualification Questionnaire	Applicant completes and includes in its SOQ submission	
Attachment 1; Part B	Qualification Questionnaire	Each Sub-Consultant must complete and include in Applicant’s SOQ submission.	
Attachment 1; Part C	Applicant & Sub-Consultant Personnel and Project Experience	Applicant completes and includes in its SOQ submission	
Attachment 1; Part D	Local Business Certification Form	Applicants should complete and self-certify if Applicant and/or its Subconsultant(s) meets the definition of a Local Small Business to be eligible to receive Bonus Point	
Attachment 2	Individual Resume Form	One (1) Resume Form for each Individual requested in the Qualification Questionnaire	
Attachment 3A	Applicant History and Project Experience Form	One (1) Complete form provided with up to ten (10) Projects	
Attachment 3B	Applicant History and Project Sustainability Experience Form	One (1) Complete form provided with up to ten (5) Projects	

Attachment 4	Sub-Consultant History and Project Experience Form	One (1) Completed document from each Sub-Consultant proposed	
Attachment 5	Acknowledgment of Addenda;	One (1) Completed document signed by Applicant	
Attachment 6	Applicant's Representations and Certifications;	One (1) Completed document signed by Applicant and from each Sub-Consultant Team Member	
Attachment 7	Conflict of Interest Certification;	One (1) Completed document signed by Applicant	
Attachment 8	Authorization to Release Information;	One (1) Completed document signed by Applicant	
Attachment 9	Non-Collusion Declaration	One (1) Completed document signed by Applicant	
Attachment 10	Non-Discrimination Declaration;	One (1) Completed document signed by Applicant	
Attachment 11	Confidentiality Agreement;	One (1) Completed document signed by Applicant; and One (1) Completed document signed by each Sub-Consultant being proposed	
Attachment 12	Rates and Classifications	One (1) Completed document signed by Applicant	

All originals of the above documents, fully executed, signed, and/or notarized where required, must be submitted by the specified SOQ Submission deadline.

District Bid/Proposal Protest Procedure

Proposers may file a written protest of a contract award with the District's Business Manager, San Bernardino Community College District, 550 E. Hospitality Lane, Suite 200, San Bernardino, CA 92408.

- . In order for a Proposer's Protest to be considered valid, the Protest must:
 - a. Be filed timely and in writing within 5 business days of a Notice of Prequalified firms and Notice of Intent to Award being posted and/or otherwise issued by the District as detailed herein;
 - b. Clearly identify in detail the specific issues related to the Protest;
 - c. Clearly identify in detail the specific District Staff/Board recommendation or action being protested;
 - d. Clearly identify in detail the specific grounds of the Protest and the facts supporting the particular Protest;
 - e. Include all relevant and supporting documentation with the Protest at the time of filing; and;
 - f. The party filing the Protest shall concurrently transmit a copy of the initial Protest document and any attached documentation to all other parties with a direct financial interest, which may be adversely affected by the outcome of the Protest. Such parties include all other Proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the Protest.

The District will issue a decision on the Protest. If the District determines that a Protest is frivolous, the party originating the Protest may be determined to be irresponsible and that party may be determined to be ineligible for future Contract awards.

The procedure and time limits set forth in this section are mandatory and are the Proposer's sole remedy in the event of Protest. Failure to comply with these procedures shall constitute a waiver of any rights to further pursue the Protest, including filing a Government Code claim or legal proceeding. The time limits stated herein are not extended by the filing of any California Public Records Act Request or any Freedom of Information Act Request.

If the Protest does not comply with each and every one of the requirements set forth above, it will be rejected as invalid. A Protest regarding the recommended award of a contract solicited by the Request for Qualifications must be filed in writing with the District within five (5) calendar days after the issuance of Notice of Intent to Award. If the Protest is valid, the District shall review the basis of the Protest along with all relevant information and documents and will provide the protesting party a written decision and may request others to respond, etc.

INSPECTOR SERVICES AGREEMENT

This AGREEMENT is made and entered into this [REDACTED] day of [REDACTED], 20[REDACTED], by and between the [REDACTED] COMMUNITY COLLEGE DISTRICT (“DISTRICT”), and [REDACTED] (“INSPECTOR”). The DISTRICT and the INSPECTOR are sometimes referred to herein singularly as a “PARTY” and collectively as the “PARTIES”. The INSPECTOR and the DISTRICT do hereby contract and agree as follows:

(A) The INSPECTOR shall at all times be qualified and approved by the Division of the State Architect (“DSA”), Department of General Services, State of California, and shall at all times maintain proper qualifications, to perform the duties of and act as General Building Inspector on school building construction projects and modification of the type for which he/she agrees to perform inspection services. The INSPECTOR shall be properly registered with the Department of Industrial Relations and qualified to perform public works in accordance with Labor Code sections 1725.5 and 1771.1 at all times during the term of this AGREEMENT.

(B) Services to be Provided by the INSPECTOR. The INSPECTOR shall provide to the DISTRICT on the terms set forth herein all the services articulated in Section (C) of this AGREEMENT and as set forth in the INSPECTOR’s Proposal which shall be attached hereto and incorporated herein as EXHIBIT “A” (the “INSPECTOR’s PROPOSAL”). The PARTIES agree that the terms of this AGREEMENT shall be controlling over any of the terms contained within the INSPECTOR’s PROPOSAL.

(C) The INSPECTOR agrees to discharge the duties of an inspector as specified in California Education Code Sections 81141 and 81143 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations. These duties include, but are not limited to, the following:

- (1) **General.** The INSPECTOR shall act under the direction of the architect and registered engineer. The Inspector shall attend all planning, pre-construction conferences, project meetings, and/or meetings as required by the DISTRICT.
- (2) **Duties.** The general duties of the INSPECTOR in fulfilling his/her responsibilities are as follows:
 - (a) **Continuous Inspection Requirement.** The INSPECTOR must have actual personal knowledge, which is obtained by his or her personal and continuous inspection of the work of construction in all stages of its progress, as set forth in California Education Code Section 81141, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work. Work, such as concrete work or brick work which can be inspected only as it is placed, shall require the constant presence of the INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while the INSPECTOR is not present. In any case, the INSPECTOR must personally inspect every part of the work. In no case shall the INSPECTOR have or assume any duties which will prevent him/her from providing continuous inspection.

(b) Relations with Architect and Engineer. The INSPECTOR shall work under the general direction of the architect or registered engineer. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the architect or registered engineer for his interpretation and instructions. In no case, however, shall the instruction of the architect or registered engineer be construed to cause work to be done which is not in conformity with approved plans, specifications, and change orders. Interpretations received by the INSPECTOR which cause deviations from the approved drawings and specifications shall be referred to the responsible architect for preparation of change orders to cover the required work.

(c) Job File.

(i) The INSPECTOR shall keep a Job File on the PROJECT jobsite at all times in an organized manner (along with a back-up of the files on some other media such as a hard drive or back-up electronic file service). The INSPECTOR's Job File shall be readily accessible to the DSA, the DISTRICT, Project Architect/Engineer upon site visits and upon request. The INSPECTOR's Job File shall include all documents required to be maintained on a school construction site in accordance with Title 24 including, but not limited to, the following:

- (A) Form DSA 152 – Project Inspection Card(s)
- (B) DSA approved plans and specifications;
- (C) DSA approved Form DSA 103 – Statement of Structural Tests and Special Inspections
- (D) Deferred submittals as required by the DSA approved plans;
- (E) DSA approved addenda and revisions;
- (F) DSA approved Construction Change Documents;
- (G) Contractor submittals (construction schedule, shop drawings, material certificates, products labels, concrete trip tickets, etc.) as required by the DSA approved Construction Documents;
- (H) Communication log; all communications and project related meeting minutes/notes;
- (I) Deviation Notices (Form DSA 154), as delivered to the DSA, Project Architect/Engineer and Contractor with log listing all notices with resolution status;
- (J) Notices of Deviations/Resolution of Deviations (Form DSA 154);
- (K) Inspector Daily Reports;
- (L) Laboratory tests and inspection reports (Form DSA 291);
- (M) Special inspection reports (Form DSA 292);
- (N) Geotechnical reports (Form DSA 293);
- (O) Records of concrete placing operations;
- (P) Records of welding operations;
- (Q) Records of pile driving operations;
- (R) Verified reports from all parties required to file verified reports;
- (S) Completed semi-monthly reports;
- (T) DSA Field Trip Notes;
- (U) Project Inspector Notifications (Form DSA 151);
- (V) Contractor Notification to Project Inspector Commencement/Completion of Work (Form DSA 156);
- (W) Certificate of Compliance – Approved Bleacher/Grandstand Fabricator (Form DSA 130);

- (X) Applicable codes and referenced standards;
- (Y) Any other documents required to provide a complete record of construction.

The INSPECTOR shall notify the DISTRICT immediately when the Architect, Engineer, Contractor, Laboratory of Record, Special Inspector, or any other party involved in the construction of the PROJECT, has failed to timely prepare and submit any of the above documents to the DSA and/or the INSPECTOR as required by Title 24 and PR 13-01. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

(ii) The INSPECTOR shall provide the DISTRICT with a copy of the entire Job File with the exception of the building codes and standards at the completion of the PROJECT.

(iii) Notwithstanding any other requirements in this AGREEMENT or Title 24, the INSPECTOR shall ensure that copies of the following documents are submitted to the DSA from the INSPECTOR's Job File which shall hereinafter be collectively referred to as the "DSA Document Submittal":

- (A) All completed Form DSA 152 documents required for the completion of the PROJECT;
- (B) All completed Form DSA 6PI documents including interim and final verified reports;
- (C) All completed Form DSA 6AE documents including interim and final verified reports;
- (D) The completed Form DSA 6C documents from each contractor having a contract with the SCHOOL;
- (E) All completed Form DSA 292 documents including interim and final reports prepared by the Special Inspectors;
- (F) All completed Form DSA 291 documents including interim and final reports prepared by the Engineering Manager of the Laboratory of Record;
- (G) All completed Form DSA 293 documents including interim and final reports prepared by the Geotechnical Engineer;
- (H) The completed Form DSA 130 Certificate of Compliance for Bleachers and Grandstand Fabricator as applicable.

(iv) The documents making up the DSA Document Submittal shall be submitted to the DSA upon any of the following events:

- (A) The services of the INSPECTOR are terminated for any reason prior to the completion of the PROJECT;
- (B) The PROJECT is substantially complete in accordance with DSA requirements;
- (C) The work on the PROJECT is suspended for a period of more than one (1) year; or
- (D) Upon the request of the DSA.

(v) The INSPECTOR shall immediately return any unapproved documents to the Architect for proper action and notify the DSA if the Contractor proceeds with construction activities in accordance with such unapproved documents.

(vi) All documents required to be submitted to the DSA by the INSPECTOR in accordance with Title 24, PR 13-01 and this AGREEMENT shall also be submitted electronically in accordance with the DSA's approved procedures for the submittal of such documents.

(d) Project Inspection Cards.

(i) The INSPECTOR shall obtain the Project Inspection Cards ("PIC") (Form DSA 152) necessary for the inspection of the PROJECT from the Project Architect/Engineer for the INSPECTOR's use in approving and signing off work as it is completed on the PROJECT. The Inspector shall notify the DSA Regional Office with the construction oversight authority over the PROJECT, by phone and electronically, if construction commences without the INSPECTOR having received the PIC's necessary for the inspection and completion of the PROJECT.

(ii) The INSPECTOR shall complete each PIC as the work progresses pursuant to Title 24, the DSA 152 Manual, PR 13-01 and this AGREEMENT. The INSPECTOR shall not approve and sign off a block or section on a PIC unless the INSPECTOR has verified that: (1) the identified work is in compliance with the DSA approved Construction Documents; (2) all required testing and special inspections have been completed; (3) any and all deviations from the DSA approved Construction Documents have been resolved; (4) all DSA field trip note issues have been resolved; and (5) all required documentation has been received by the INSPECTOR.

(iii) The INSPECTOR shall post all PIC's in the INSPECTOR's Project File and shall electronically post the PIC's with the DSA as work is being completed on the PROJECT. Electronic posting of the PIC's shall be performed by emailing the PIC's to the DSA Regional Office with the construction oversight authority over the PROJECT. The INSPECTOR shall consistently update the PIC's as work on the PROJECT is being completed. Each time the INSPECTOR updates the PIC's in the INSPECTOR's Project File, the INSPECTOR shall simultaneously update the corresponding PIC posted electronically with the DSA to ensure the PIC's in the INSPECTOR's Project File are current and consistent with the PIC's that are posted electronically with the DSA. The INSPECTOR shall allow any party involved in the construction of the PROJECT to review any PIC at the INSPECTOR's office upon request. The INSPECTOR shall provide a current copy of any PIC to the DSA, the DISTRICT, Project Architect/Engineer or any other state agency upon request.

(iv) The INSPECTOR shall collect copies of the Interim Verified Reports prepared by the Project Architect/Engineer (Form DSA 6-AE) prior to the INSPECTOR's approval and sign off of the following sections of the PIC's as applicable:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;

- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

If the Project Architect/Engineer has delegated responsibility for any portion of the PROJECT's design to other engineers, the INSPECTOR shall likewise obtain copies of the Interim Verified Reports prepared by such engineers (Form DSA 6-AE) prior to the INSPECTOR's approval and sign off of the above sections of the PIC's as they relate to the portions of the PROJECT that were delegated to the other engineers. In the case of a Geotechnical engineer, the INSPECTOR shall collect a copy of the Interim Verified Report (Form DSA 293) prepared by such Geotechnical engineer as applicable before the INSPECTOR can approve and sign off any of the above sections that relate to the portions of the PROJECT that were delegated to the Geotechnical engineer.

(v) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA 291) prepared by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require testing or special inspections by the employees of the Laboratory of Record as required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

(vi) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA 292) prepared by any Special Inspector not employed by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require special inspections by such Special Inspectors as required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

(vii) The INSPECTOR shall obtain the original PIC's for the in-plant construction of any relocatable building being placed on the PROJECT site as part of the PROJECT at the time such relocatable building is delivered to the PROJECT site. The INSPECTOR shall post such PIC's in the INSPECTOR's Project File and with the DSA. The

INSPECTOR shall also provide the DISTRICT and the Project Architect/Engineer with copies of the PIC's from the in-plant construction of the relocatable buildings that were prepared by the in-plant project inspector.

(viii) The INSPECTOR shall immediately notify the DSA Regional Office with construction oversight authority over the PROJECT, by phone and electronically, if applicable blocks/sections of any PIC have not been signed off by the INSPECTOR and the Contractor on the PROJECT is proceeding with construction activities that are covering the unapproved work.

(e) Testing and Special Inspections.

(i) The INSPECTOR shall obtain a copy of the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103) from the Project Architect/Engineer prior to the commencement of construction and maintain a copy of the approved DSA 103 form in the INSPECTOR's Project File for the duration of the PROJECT. The INSPECTOR shall thoroughly review and evaluate the approved Form DSA 103 for the PROJECT and be familiar with the required testing and special inspections program required by the DSA approved Construction Documents.

(ii) The INSPECTOR shall meet with the Project Architect/Engineer, DISTRICT and Contractor as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

(iii) The INSPECTOR shall meet with the Laboratory of Record and all Special Inspectors that are not employed by the Laboratory of Record to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents. The INSPECTOR shall ensure that the Laboratory of Record and all Special Inspectors obtain copies of the DSA approved Construction Documents and a copy of the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of construction on the PROJECT.

(iv) The INSPECTOR shall verify that each laboratory providing materials/structural testing is approved by the DSA to provide the services being performed by such laboratory in connection with the completion of the PROJECT. The INSPECTOR shall verify that all Special Inspectors employed by the Laboratory of Record are performing under the supervision of the Engineering Manager of the Laboratory of Record. The INSPECTOR shall verify the current certification of all Special Inspectors working on the PROJECT who are not employed by the Laboratory of Record prior to the commencement of any construction work that requires special inspection as required by the DSA approved Construction Documents.

(v) INSPECTOR shall monitor the work of the Laboratory of Record and all Special Inspectors who are not employed by the Laboratory of Record to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily. The INSPECTOR shall verify that all necessary tests and special inspections are completed and that all necessary reports are collected by the INSPECTOR and posted in the INSPECTOR's Project File and posted electronically with the DSA prior to the start of the construction work requiring such test and/or special inspections and prior to the INSPECTOR signing off or otherwise approving any

block/section of a PIC that requires testing and/or special inspection according to the DSA approved Construction Documents.

- (vi) Copies of all daily inspection reports, special daily inspection reports, Interim Verified Reports, Verified Reports and any other reports related to the testing and special inspections performed on the PROJECT, pursuant to the DSA approved Construction Documents, shall be maintained and posted in the INSPECTOR's Project File throughout the duration of the PROJECT. All testing and special inspection related reports obtained by the INSPECTOR pursuant to this Section (C)(2)(e) shall also be posted electronically with the DSA.
- (f) Inspector's Semimonthly Reports. The INSPECTOR shall keep the architect or registered engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required in Section 4-342 of Title 24 of the California Code of Regulations. See also sample of semimonthly report in Appendix of Title 24 of the California Code of Regulations.
- (g) Inspector's Daily Report to District. The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting daily reports in writing to the DISTRICT. Such reports shall include, but not be limited to, the following information:
- (i) Activities performed by the Contractors, and areas where work is performed with relation to the plans and specifications.
 - (ii) Manpower assigned to the Contractor and subcontractor(s), including the number of individuals in each trade and the type of work being performed.
 - (iii) Weather conditions.
 - (iv) Equipment and materials delivered to the site.
 - (v) Construction equipment and vehicles utilized and duration on PROJECT.
 - (vi) Nature and location of the work being performed (starting and completion dates for various portions of the work).
 - (vii) Verbal communication and clarifications of the work given to the Contractor awarded the PROJECT.
 - (viii) Inspection by representatives of regulatory agencies.
 - (ix) Occurrences or conditions that might affect Contract Sum or Contract Time.
 - (x) Visitors to the site, titles, and employers of visitors, and reasons for visit.
 - (xi) INSPECTOR's record journal to include "Pertinent Calls" relating to conflicting issues regarding changes to documents, i.e., plans, specifications, change orders and job conditions affecting the interests of the DISTRICT.

- (xii) Any work or material in place that does not correspond with the codes, drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
- (xiii) Times of day INSPECTOR was present on site.
- (h) Notifications to Division of the State Architect. The INSPECTOR shall notify the Division of the State Architect:
 - (i) When work is started on the PROJECT.
 - (ii) At least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms.
 - (iii) At least 48 hours in advance of the first pour of concrete.
 - (iv) When work is suspended for a period of more than two weeks.
- (i) Construction Procedure Records. The INSPECTOR shall keep a record of certain phases of construction procedure including, but not limited to, the following:
 - (i) Concrete pouring operations. The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.
 - (ii) Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.
 - (iii) Penetration under the last ten (10) blows for each pile when piles are driven for foundations.

All records of construction procedure shall be kept on the job until the completion of the work. All records kept by the INSPECTOR arising out of or in any way connected with the PROJECT shall be and remain the property of the DISTRICT. At the end of each individual PROJECT, the INSPECTOR shall provide to the DISTRICT with all PROJECT documentation in a professional format, both in binders and on a computer CD.

A complete and accurate copy of all records kept or created by the INSPECTOR arising under or connected in any way to the PROJECT shall be furnished by the INSPECTOR to the DISTRICT immediately upon written demand by the DISTRICT.

- (j) Deviations. The INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to his/her attention. Copies of such notice shall be forwarded immediately to the architect or registered engineer, and to the Division of the State Architect.

Failure on the part of the INSPECTOR to notify the contractor of deviations from the approved plans and specifications shall in no way relieve the contractor of any

responsibility to complete the work covered by his/her contract in accordance with the approved plans and specifications and all laws and regulations.

- (k) Verified Reports. The INSPECTOR shall make and submit to the Division of the State Architect verified reports pursuant to Section 3-342 of Title 24 of the California Code of Regulations. The INSPECTOR shall prepare and deliver to the Division of the State Architect detailed statements of fact regarding materials, operations, etc., when requested.
- (l) Violations. Failure, refusal, or neglect on the part of the INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal, or neglect to report immediately, in writing, any such violation to the architect or registered engineer, to the DISTRICT's board, and to the Division of the State Architect shall constitute a violation of the Field Act and shall be cause for the Division of the State Architect to take action.

(D) Insurance. The INSPECTOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect the INSPECTOR and DISTRICT from claims which may arise out of or result from the INSPECTOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- (1) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, in no event shall such policy limit be less than \$1,000,000.00.
- (2) Comprehensive general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury and property damage liability per occurrence, including:
 - a. Owned, non-owned and hired vehicles at cash value;
 - b. Blanket contractual;
 - c. Broad form property damage;
 - d. Products/completed operations; and
 - e. Personal injury.
- (3) Professional liability insurance, including contractual liability, with limits of One Million Dollars (\$1,000,000), per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that INSPECTOR subcontracts any portion of INSPECTOR's duties, INSPECTOR shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
- (4) Each policy of insurance required in Section D(2) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of the INSPECTOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not

less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. The INSPECTOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the INSPECTOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the INSPECTOR fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of the INSPECTOR, and in such event, the INSPECTOR shall reimburse DISTRICT upon demand for the cost thereof.

(E) The DISTRICT agrees to pay the INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A". This AGREEMENT is based on estimated Time and Material expense. In no event shall the total payment to INSPECTOR under this AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of [REDACTED] (\$ [REDACTED]), inclusive of all Reimbursable Expenses, for all services performed and expenses incurred pursuant to this AGREEMENT.

(F) The INSPECTOR agrees to discharge the duties as set out in this contract in a manner satisfactory to the Division of the State Architect and the Architect retained by the DISTRICT. The INSPECTOR shall devote each working day to the inspection of [REDACTED] (hereinafter referred to as the "PROJECT(S)").

(G) Termination. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of the INSPECTOR; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

- (1) In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the INSPECTOR for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and other documents whether delivered to the DISTRICT or in the possession of the INSPECTOR. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased inspection and replacement inspector costs shall be deducted from payments to the INSPECTOR.
- (2) In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Paragraph (G)(3) below, and INSPECTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by INSPECTOR.
- (3) This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to INSPECTOR. In the event of a termination without cause, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the INSPECTOR for Board approved extra services.

- (4) In the event the INSPECTOR is terminated, with or without cause, the INSPECTOR shall personally provide all the original PIC's prepared or obtained by the INSPECTOR in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the DISTRICT. All original PIC's must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the INSPECTOR's termination. Under no circumstances shall the INSPECTOR withhold any original PIC's related to the PROJECT upon the INSPECTOR's termination. The INSPECTOR shall be responsible for any delays on the PROJECT that arise out of the INSPECTOR's failure to provide the original PIC's to the assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this section. Upon the effective date of the INSPECTOR's termination, the INSPECTOR shall provide copies of all current PIC's in the INSPECTOR's Project File to the DISTRICT along with all other documents detailed in Section (C)(2)(c) of this AGREEMENT.
- (5) In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, the INSPECTOR agrees to continue the work diligently to completion. If the dispute is not resolved, the INSPECTOR agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but the INSPECTOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.
- (6) THE DISTRICT AND INSPECTOR UNDERSTAND AND AGREE THAT SECTION (G) OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.
- (H) Hold Harmless. To the fullest extent permitted by law, the INSPECTOR agrees to indemnify, defend and hold the DISTRICT entirely harmless from all liability arising out of:
- (1) Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to the INSPECTOR's employees or the INSPECTOR's subcontractor's employees arising out of INSPECTOR's work under this AGREEMENT; and
 - (2) General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by the INSPECTOR or any person, firm or corporation employed by the INSPECTOR related to, founded upon or in connection with this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;
 - (3) Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the INSPECTOR, or any person, firm or corporation employed by the INSPECTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT,

including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

- (4) Business Automobile Liability. Liability for bodily injury or property damage claims arising out of the use of owned, hired, or non-owned automobiles operated by the INSPECTOR, its officers, agents, employees or anyone employed by the INSPECTOR, in connection with work performed under this AGREEMENT.
- (5) INSPECTOR, at INSPECTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees on account of or founded upon any of the causes, damages or injuries identified herein Section (H) and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
- (6) THE PARTIES UNDERSTAND AND AGREE THAT SECTION (H) OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT AS AN EXHIBIT OR OTHERWISE INCLUDED IN THE CONSULTANT'S TERMS AND CONDITIONS SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.
- (7) ANY ATTEMPT TO LIMIT THE INSPECTOR'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE INSPECTOR.

(I) Independent Contractor. INSPECTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. The INSPECTOR understands and agrees that INSPECTOR and all of INSPECTOR's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The INSPECTOR assumes the full responsibility for the acts and/or omissions of the INSPECTOR's employees or agents as they relate to the services to be provided under this AGREEMENT. The INSPECTOR shall assume full responsibility for payment of all prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective INSPECTOR's employees. INSPECTOR shall fully defend and indemnify the DISTRICT from any claims, damages or any liability arising from or related to DISTRICT or its subcontractors' failure to comply with any applicable prevailing wage laws and requirements.

(J) Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or the INSPECTOR.

(K) The DISTRICT and the INSPECTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. The INSPECTOR shall not assign this AGREEMENT.

- (L) This AGREEMENT shall be governed by the laws of the State of California.

(M) Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and INSPECTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the INSPECTOR.

(N) THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE INSPECTOR. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE INSPECTOR SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE INSPECTOR MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE INSPECTOR'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

(O) Time is of the essence with respect to all provisions of this AGREEMENT.

(P) This AGREEMENT will be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguities with respect to, any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

(Q) If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

(R) All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by this reference as though fully set forth in each instance in the text hereof unless otherwise excluded by this AGREEMENT.

(S) This AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

(T) Assignment. INSPECTOR shall not assign or transfer this AGREEMENT or any interests of INSPECTOR herein without the prior written approval of the DISTRICT. Any such attempt by the INSPECTOR to assign or transfer this AGREEMENT or any of the INSPECTOR's interests set forth herein without the DISTRICT's written approval shall be void and shall be given no force or effect. No individual person assigned to provide the services hereunder for the PROJECT may be changed or substituted without the prior written consent of the DISTRICT. Such consent may be given or withheld in the DISTRICT's absolute discretion.

(U) Administration. The INSPECTOR shall produce, or shall hire the necessary independent contractors and/or consultants needed to produce, a clerically smooth product for the DISTRICT and for the INSPECTOR’s routine correspondence with the DISTRICT. These clerical services shall be provided at no additional expense to the DISTRICT.

(V) Conflict of Interest. The INSPECTOR hereby represents, warrants and covenants that: (i) at the time of execution of this AGREEMENT, the INSPECTOR has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of services under this AGREEMENT; and (ii) the INSPECTOR shall not employ in the performance of services under this AGREEMENT any person or entity having such an interest.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

INSPECTOR:

DISTRICT:

_____ District

By: _____

By: _____

APPROVED AS TO FORM:

Atkinson, Andelson, Loya, Ruud & Romo

Terry T. Tao, Esq.
Jesus R. Gonzales, Jr., Esq.
Attorneys for _____ District

EXHIBIT "A"

(Fill in Applicable Rates Below or Attach Inspector's Proposal, if any, for Rates and/or Additional Basic Services)

<u>INSPECTOR CERTIFICATION</u>	<u>HOURLY</u>
PROJECT INSPECTOR CLASS 1	\$ _____
PROJECT INSPECTOR CLASS 2	\$ _____
PROJECT INSPECTOR CLASS 3	\$ _____

[Hourly Rates and Personnel Classifications will be
inserted here after Award]

[Confidentiality Agreement will be inserted here after
Award]

**[District Approved Key Personnel and Sub-Consultant
Documentation will be inserted here after Award]**

Conditional Waiver and Release on Progress Payment
Conditional Waiver and Release on Final Payment
Forms Inserted Here

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant:

Name of Customer:

Job Location:

Owner:

Through Date:

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:

Amount of Check: \$

Check Payable to:

Exceptions

This document does not affect any of the following:

- (1) Retentions.
 - (2) Extras for which the claimant has not received payment.
 - (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
Date(s) of waiver and release: _____
Amount(s) of unpaid progress payment(s): \$ _____
 - (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
-

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant:

Name of Customer:

Job Location:

Owner:

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:

Amount of Check: \$

Check Payable to:

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:

Unconditional Waiver and Release on Progress Payment
Unconditional Waiver and Release on Final Payment
Forms Inserted Here

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant:

Name of Customer:

Job Location:

Owner:

Through Date:

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

\$ _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
 - (2) Extras for which the claimant has not received payment.
 - (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
-

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant:

Name of Customer:

Job Location:

Owner:

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:

DISTRICT TO INSERT PAYEE DATA RECORD HERE

[RFQ and Addenda will be inserted here after Award]

[Statement of Qualifications (SOQ) will be inserted here
after Award]



SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
(Master Services Agreement for DSA Inspector of Record Services)
Request for Task Order Proposal (DSA Inspector of Record Services)

IMPORTANT NOTE: THIS POSTING IS INTENDED FOR PRE-QUALIFIED PROFESSIONAL SERVICES FIRMS ONLY; RESPONSES FROM OTHER FIRMS OR FROM SUBCONTRACTORS WILL NOT BE ACCEPTED

Posting:

Project Title: College Name – Project Name (DSA Inspector of Record)

Project Number: Project Number

Financial ID: Financial ID Number

Post Date:

Pre-Bid Meeting:

Q&A cut off:

Due Date:

Anticipated Start: Upon Issuance of Task Order

1. Background Information

This Project is essential to the overall goals of the District to update aging facilities for safe, 21st-century education, and to repair college facilities to train firefighters, health care providers, police, engineers, and technicians who fuel our local economy (“Bond Program”). This proposed Project is to be constructed on the campus under the current Measure CC Bond Program.

This Project consists of **[INSERT A BRIEF DESCRIPTION OF THE PROJECT (INCLUDING CONSTRUCTION BUDGET) AND REQUESTED SCOPE OF SERVICES]**. For further information, refer to the Scope of Services (Exhibit 6 to this RFTOP).

DSA Inspector of Record Services: This Request for Task Order Proposal seeks proposals for DSA Inspector of Record and/or related Services for the specified Project as set forth in Exhibit 6 hereto. The proposer is sometimes herein, and in other RFTOP documents, referred to as the “Proposer” and/or “Consultant”.

2. General Instructions

2.1. Carefully review this Request for Task Order Proposal (“RFTOP”).

- 2.2. Please fully and directly respond to each request for information.
- 2.3. Submit your response **[INSERT HOW PROPOSERS ARE TO RESPOND WITH THEIR PROPOSAL]** by the due date and time specified above.
- 2.4. Direct any questions and/or requests for clarifications by **[INSERT HOW AND WHERE PROPOSERS ARE TO SUBMIT QUESTIONS AND/OR REQUESTS FOR CLARIFICATION]**. Do not contact District, College, or PMO staff regarding this RFTOP.
- 2.5. Exhibits 2 through 5 are required submittals and do not count in the fifteen (15) page limit: (Exhibits: 2 (Fee Proposal); 3 (Delivery Schedule); 4 (Project Representative, Key Personnel and Pre-Approved Others); and 5 (Confidentiality Agreement)).

3. Specific Submittal Instructions

3.1. Request for Proposals – Qualifications, Experience, Approach (Exhibit 1 to your Proposal): **[INSERT NUMBER OF POINTS ALLOCATED TO THIS PORTION OF THE PROPOSAL]**

- 3.1.1. Provide a specific narrative approach that your team will take to completing the scope of services identified in this RFTOP. The page limit for your Narrative response is 15 single sided pages in no less than 12-point font.
- 3.1.2. Provide your team's qualifications and experience with San Bernardino Community College District ("SBCCD" and/or "District"), if any. If none, state "None".
- 3.1.3. Provide proposed project manager/principal in charge and assignments for each discipline and highlight their qualifications and experience for SBCCD.
- 3.1.4. Provide an organizational chart and a staffing plan with personnel that you plan to utilize in providing the Services requested in this RFTOP for this Project and to demonstrate your team's capacity to deliver the Services requested per your proposed Delivery Schedule (Exhibit 3).
- 3.1.5. Provide a list of any Sub-Consultants, and it or their personnel) that you plan to utilize in providing the Services requested in this RFTOP for this Project.
- 3.1.6. Please list your firm's experience with similar **[INSERT PROJECT DELIVERY METHOD]** projects, if any, including: project size and overall construction value, and completion dates.
- 3.1.7. Submit a proposed QA/QC plan to ensure a complete and coordinated delivery of all Task Order requirements.

3.2. Request for Fee Proposal (Exhibit 2 to your Proposal): **[INSERT NUMBER OF POINTS ALLOCATED TO THIS PORTION OF THE PROPOSAL]**

- 3.2.1. Provide a Fee Proposal in accordance with the terms, conditions, requirements, and process indicated in the executed Master Services Agreement for DSA Inspector of Record Services including, but not limited to, the following:
 - 3.2.1.1 A Lump Sum amount for Services as defined by the Master Services Agreement and as described in the Scope of Services (Exhibit 6). Services are estimated to be required for **XX** days, assume this duration for development of your Fee Proposal (Exhibit 2).

Note: The Lump Sum amount must also include a detailed staffing breakdown identifying the hours required of each team member to complete the requested Services. This amount **MUST** be based

exclusively on the "Hourly Rates and Personnel Classifications" (Exhibit A) included in your Master Services Agreement. No deviations or additional fee inclusions will be accepted as part of these Lump Sum amounts.

3.2.1.2 The format for this submittal shall comply with the following requirements: a worksheet in MS Excel format itemizing the various tasks, the personnel, the estimated hours, hourly rates, subtotal amount of each service/task, subtotal amount of each service/task identified above, and the total fees proposed.

3.2.1.3 A description of the pre-authorized "Additional Services" (if any);

3.2.1.4 A description of the pre-authorized reimbursable expenses allowed by the Master Services Agreement (if any);

3.2.1.5. A list of assumptions and exceptions, if any.

3.3 Delivery Schedule (Exhibit 3 Submittal Requirements):

3.3.1 Provide a Delivery Schedule in accordance with the terms, conditions, requirements, and process indicated in the executed Master Services Agreement, including, but not limited to, the following:

3.3.1.2 A complete Delivery Schedule with clearly identified durations for each deliverable identified within the RFTOP documents.

3.3. Project Representative, Key Personnel, and Pre-Approved Others (Exhibit 4 Submittal Requirements): **[INSERT NUMBER OF POINTS ALLOCATED TO THIS PORTION OF THE PROPOSAL]**

3.3.2 Provide a Project Representative, Key Personnel, and Pre-Approved Others in accordance with the terms, conditions, requirements, and process indicated in the executed Master Services Agreement, including, but not limited to, the following:

3.3.2.2 Resumes for the team members that will contribute to the completion of this work. This shall include team members for the prime consultant and any sub-consultants required to complete the scope of services.

3.3.2.2.1 If the team members that will contribute to the completion of this work were not a part of your SOQ submittal, they will need District approval before participating in any work relating to this Task Order.

3.4 Confidentiality Agreement (Exhibit 5 Submittal Requirements):

3.4.1 Complete and sign the Confidentiality Agreement attached to this RFTOP.

4. Master Services Agreement Compliance

The selected firm will provide all requested Services in accordance with the executed Master Services Agreement for DSA Inspector or Record Services. All work is to follow San Bernardino Community College District requirements for professional services.

5. Schedule of Services

It is anticipated that services will commence immediately upon execution of the Task Order(s) that will be awarded through this RFTOP Process. The actual start time for the requested services will be identified in the executed Task Order.

6. Additional Requirements

In addition to the services described in the Master Services Agreement, the DSA Inspector of Record firm shall provide necessary services to complete the Scope of Services required by this RFTOP including, but not limited to the following: **[INSERT ANY ADDITIONAL REQUIREMENTS BELOW]**

- 6.1** Review program standards, policies and procedures posted on the website:
[INSERT LINK TO RELEVANT DISTRICT WEBSITE PAGE HERE]
- 6.2** Initiate and participate in discussions with the representative of the Program Management Office (“PMO”); Construction Management Team (“CMT”), if any; District’s Director, Facilities, Planning and Construction; other consultant teams working on this and/or other projects that may interface with this project’s scope; as required, regarding this project.
- 6.3** Prepare and distribute meeting minutes of all Project related meetings related to Consultant’s services/tasks.
- 6.4** Consultant shall work closely and in cooperation with the District, PMO, and CMT (if any) staff, and shall be readily accessible at all times for review and coordination.

7. Request for Task Order Proposals: Evaluation Process and Scoring Criteria (INSERT TOTAL NUMBER OF AVAILABLE POINTS)

- 7.1.** Proposals received after the stated deadline will generally not be eligible for consideration, subject to the District’s discretion.
- 7.2.** Proposals will be reviewed for “responsiveness” by the PMO and/or District Staff.
- 7.3.** Proposals found to be “responsive” will then be evaluated by an Evaluation Committee consisting of at least three members representing SBCCD (e.g. Director of Facilities, Purchasing Officer, District Staff and the PMO). The Evaluation Committee members will have working knowledge of the technical aspect of the services defined in the Request for Task Order Proposal. The Evaluation Committee members will be provided a copy of the Request for Task Order Proposal, copies of the proposals, and the scoring matrix.
- 7.4.** Firm and Specific Personnel’s Experience and Qualifications for this project:
 - 7.4.1.** The firm’s capability to fulfill the defined scope of work as demonstrated by its experience working on a similar project.
 - 7.4.2.** The clarity and specificity of firm’s responses as they relate to this project.
 - 7.4.3.** The qualifications of firm’s staff identified within their proposal to perform the tasks assigned.
 - 7.4.4.** Proposed staff members’ experience with specific project type.
 - 7.4.5.** Resumes are required for all proposed staff even if sub-consultants.

7.5 Interviews: (If Required)

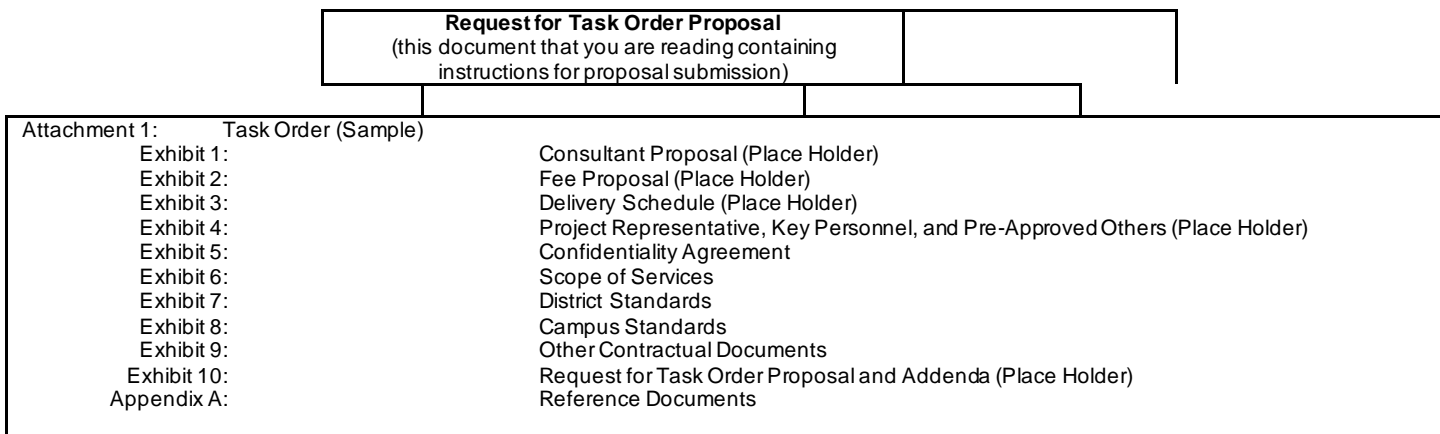
- 7.6** Firms are to be ranked by the scoring results with the best qualified/or highest-ranked firm being considered for award.
- 7.7** Fee proposals of the best qualified/or highest-ranked firm can be negotiated, if necessary.

7.8 If an agreement on the fee proposal from the best-qualified or highest-ranked firm cannot be reached between SBCCD and the best-qualified or highest-ranked firm, SBCCD will proceed to the next best qualified or highest-ranked firm and open, review and negotiate fee proposals, if necessary. This procedure will continue until all shortlisted firms have been exhausted.

7.9 The evaluation categories are as follows:

Evaluation Category		Points
Qualifications, Experience, Approach	Exhibit 1 to your Proposal	INSERT TOTAL #
Fee Proposal	Exhibit 2 to your Proposal	INSERT TOTAL #
Delivery Schedule	Exhibit 3 to your Proposal	INSERT TOTAL #
Project Representative and Key Personnel	Exhibit 4 to your Proposal	INSERT TOTAL #
Total Available Standard Points		INSERT TOTAL #

8. **Document Chart**



SEE Request for Task Order Proposal Exhibits identified above and set forth below for further requirements.



SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

PROFESSIONAL SERVICES TASK ORDER

DSA Inspector of Record

Contract Number:

Task Order Number:

Consultant:

College: **Insert College Name**

Project Name: **Insert Project Name**

Project Identification(s): **Insert Project Number**

Effective Date:

GENERAL WORK DESCRIPTION: Consultant shall provide Services as described in Exhibit 6 to this Task Order entitled "Scope of Services".

COMPENSATION SUMMARY:

Consultant shall provide Services and be paid as follows:

Basic Services Fees:

Reimbursables (If Any):

Total Task Order Amount (Not To Exceed): **\$0.00**

Task Order Amounts Previously Assigned (Various Task Orders): **\$0.00**

Cumulative amount of Task Orders assigned to date: **\$0.00**

Total Contract Amount is based on Task Orders Issued.

Distribution: (1) Print Copy to Program Management Contract File, (1) Electronic Copy to Consultant Copies: (1) with each invoice

THIS TASK ORDER ("Task Order") is effective as of the date of the last party to sign this document by and between **The San Bernardino Community College District**, ("DISTRICT") and the CONSULTANT identified above.

RECITALS

WHEREAS, DISTRICT and CONSULTANT have entered into a Master Services Agreement for District-Wide DSA Inspector of Record Services between District and Consultant dated [insert date of award of the Master Services Agreement], ("Agreement"/"MSA"); and

WHEREAS, this Task Order is executed by DISTRICT and by CONSULTANT pursuant, and with the intent that it be subject, to the terms and conditions of said Agreement;

For valuable consideration, receipt of which is hereby acknowledged, DISTRICT and Consultant agree as follows:

1. Services. CONSULTANT shall furnish in accordance with the terms of the MSA and this Task Order the Services that are described in Scope of Services – "Exhibit "6" and defined in Exhibit "1" – Consultant Proposal, both attached hereto. In the event of a conflict, the Scope of Services will take precedence.

2. Compensation.

2.1 Services. CONSULTANT shall receive as compensation for satisfactory performance of all or each portion of the Services as defined by Exhibit 6, the amount identified in Fee Proposal - Exhibit 2 as provided by the Selected Firm and accepted by the PMO.

2.2 Reimbursable Expenses. Reimbursable Expenses as permitted by the MSA and as modified or supplemented, if at all, **shall not exceed** for any individual or aggregate Reimbursable Expense the amount identified above.

3. Performance Schedule. CONSULTANT shall perform its Services and provide deliverables in accordance with the schedule set forth in the Delivery Schedule - Exhibit "3" attached hereto.

4. Definitions. Capitalized terms used in this Task Order shall have the meanings set forth in the MSA.

5. Incorporation: The recitals and the Exhibits 1 through 10, listed below, attached to this Task Order are incorporated herein and hereby made part hereof. If the terms of any Exhibits conflict with the terms of this Task Order, the latter shall control.

- Exhibit 1 Consultant Proposal
 - Exhibit 2 Fee Proposal
 - Exhibit 3 Delivery Schedule
 - Exhibit 4 Project Representative, Key Personnel, and Pre-Approved Others
 - Exhibit 5 Confidentiality Agreement
 - Exhibit 6 Scope of Services
 - Exhibit 7 District Standards
 - Exhibit 8 Campus Standards
 - Exhibit 9 Other Contractual Documents
 - Exhibit 10 Request for Task Order Proposal and Addenda
- And,
- Appendix A Reference Documents

6. Agreement. This Task Order shall be performed in accordance with and subject to the terms and conditions of the MSA for District Wide DSA Inspector of Record and related Services.

ACCEPTANCE: The CONSULTANT and DISTRICT agree to perform their respective obligations in accordance with and subject to the terms of this Task Order and the MSA/Agreement and their respective attachments.

CONSULTANT	DISTRICT
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

[Consultant Proposal will be inserted here after Award of a
Task Order]

Requirements for this submittal are defined by the RFTOP

[Consultant Fee Proposal will be inserted here after Award
of a Task Order]

Requirements for this submittal are defined by the RFTOP

[Delivery Schedule will be inserted here after Award of a
Task Order]

Requirements for this submittal are defined by the RFTOP

[Project Representative, Key Personnel and Pre-Approved
Others will be inserted here after Award of a Task Order]

Requirements for this submittal are defined by the RFTOP

CONFIDENTIALITY AGREEMENT

(Applicant shall submit one form. Each Consultant/Sub-Consultant Firm must submit an additional form)

The undersigned, a duly authorized officer of _____
[Enter name on the line above of Applicant/Consultant/Subconsultant Firm, as applicable]

has the duly delegated authority to execute and contractually bind the below-named signatory to this Confidentiality Agreement, does hereby represent, warrant, and agree that: (1) any and all financial, statistical, personal, technical, or other data and information that is designated confidential by the PMO or District and made available to any of the foregoing and the content of any or all verbal discussions or negotiations between the PMO and / or District concerning the terms or other content of a SOQ, bid, proposal, or other offer, submitted to the PMO or District (collectively, "Confidential Information") shall be kept in strictest confidence and no disclosure of any part of the Confidential Information shall be made to anyone other than authorized employees, agents, representatives, contractors, subcontractors, consultants, or sub-consultants having a need to know the Confidential Information in order to assist the Applicant in preparing its SOQ, bid, proposal, or other offer; (2) Applicant and the other signatories hereto, shall take all necessary steps to ensure that the Confidential Information is not disclosed by any employees, agents, representatives, contractors, subcontractors, consultants, or sub-consultants having a need to know the Confidential Information employed or retained by the Applicant, including, without limitation, requiring each such employee, agent, representative, contractors, subcontractors, consultants, or sub-consultants to execute a written agreement, substantially similar in form to this Confidentiality Agreement, promising to protect the Confidential Information from disclosure; and (3) the signatories shall, if requested by PMO or District, return to PMO or District the originals and all copies of the Confidential Information, as well as any notes, summaries or other writings reflecting the content of Confidential Information, within five (5) calendar days of request by PMO or District.

Date: _____

[Name of Applicant or Team Member Firm]

[Signature of Applicant (if individual) or its Officer]

[Typed Name of Person Signing]

[Office or Title]

[Scope of Services will be inserted here after Award of the
Task Order]

**[District Standards will be inserted here with each RFTOP
and will be specific to each Task Order]**

[Campus Standard Documents will be inserted here with
each RFTOP and will be specific to each Task Order]

**[Other Contractual Documents will be inserted here with
each RFTOP and will be specific to each Task Order]**

**[Request for Task Order Proposal and Addenda will be
inserted here after Award of a Task Order]**

Reference Documents

DISCLAIMER

The following reports, documents, and other information are provided as “Information Available” for the Project and for reference only. The reports, documents, and other information are not, and shall not become, part of the Contract Documents for the Project. The District makes no representation or warranty as to the accuracy and/or completeness of the information contained in the reports, documents, and other information, and hereby specifically disclaims the accuracy and/or completeness of such reports, documents, and other information. The District has no independent information, independent knowledge, and no expertise, as to what the contents of the reports, documents, and other information mean, and/or how same may or may not affect construction of the anticipated Project. The District makes the disclosure of the existence of the reports, documents, and other information, and all of their contents to ensure that the reports, documents, and other information, and their contents are made known and available to the Consultant. The Consultant is solely responsible for determining any impact on the Project and the Consultant’s pricing and costs regarding the Project. This Disclaimer shall be read as if it is set forth on the face page of all the documents set forth below.

[Reference Documents will be inserted here with each RFTOP and will be specific to each Task Order]

Exhibit AA COVID-19 Safety Plan (Consultant)

Exhibit AA

SBCCD COVID-19 Safety Plan

During the novel coronavirus (COVID-19) pandemic, the Consultant is expected to adhere to the following guidelines and requirements.

GENERAL OVERVIEW

SBCCD's Return to the Workplace / Campus Safety Plans – The Consultant is expected to review and abide by the latest SBCCD COVID-19 safety plans, including but not limited to the Return to the Workplace and the Campus Safety Plans. Conditions which are pertinent to Consultants can be found under “Visitor Guidance.” The District’s COVID-19 Safety Plans can be found on the District Environmental Health, Emergency Preparedness & Safety COVID-19 website: <https://sbccd.edu/covid-19>.

Adherence to Regulations – The Consultant must abide by all applicable State of California, California Department of Public Health (CDPH), and San Bernardino County regulations and public-health orders governing work operations during the pandemic. If there is a conflict between a State regulation, a County regulation, and/or District guidance, the most conservative or protective guideline applies.

PUBLIC HEALTH CONSIDERATIONS

Face Coverings – The Consultant must wear a face covering at all times while on site. A face covering may consist of a cloth covering, disposable (surgical) mask, or neck gaiter. The face covering must cover the mouth and nose. San Bernardino Community College District recognizes that this may surpass the current public-health guidance issued by San Bernardino County and the State of California; however, the District strives to maintain a safe environment for the entire campus community, including our Consultants and Contractors.

Face coverings must also be worn when conducting non-construction related activities, such as dropping off items at a District site or campus, conversing with District employees or members of the public, etc. The face covering must be worn when entering any indoor space owned or operated by the District, regardless of physical distancing considerations.

Physical Distancing – All Consultants are expected to maintain distancing of at least six feet from other personnel, to the greatest extent possible, while on site.

Health Questionnaire – All workers and visitors (including Consultants) entering the site are subject to a COVID-19 daily health questionnaire. Each person may be asked a series of questions (listed on the next page) to determine the likelihood of COVID-19 infection. If the

answers to the questions may indicate COVID-19 infection, the person will be asked to go home and return when they have met the Centers for Disease Control and Prevention (CDC) guidance for return to work after COVID-19 infection, or they are issued a medical clearance from their health care provider.

An answer of “Yes” to any of the following questions is grounds for denial of entry, or sending the person home for the day or until their health condition improves.

- In the past 14 days, have you had contact with someone who has a confirmed case of COVID-19? Count any contact that lasted longer than 15 minutes, closer than 6 feet away.
- Within the past 14 days, have you traveled to/from a country where CDC has issued a Level 3 Travel Advisory? (For the latest CDC travel guidance, visit <https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>)
- Within the last 3 days, have you developed any of the following symptoms which may indicate COVID-19 infection?
 - Fever, cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell
- Do you fall under a category that may put you at risk to physically be at work?

Temperature Checks – All workers and visitors entering the site may be required to have their temperatures checked before proceeding on site. Any persons exhibiting a high temperature (above 100° F) will be denied access until their temperature recedes, they meet the CDC criteria for return to work after COVID-19 infection, or they are issued a medical clearance from their health care provider.

Contractor’s Requirements (Miscellaneous) – While on site, the Consultant is expected to adhere to any additional COVID-19 safety procedures implemented by the Contractor, where not explicitly mentioned in this Exhibit.

STAFF CONSIDERATIONS

In an effort to minimize person-to-person spread of COVID-19, the District is issuing the following guidelines for Consultants, based on the classification. If you have any questions regarding these guidelines, please contact the SBCCD Campus Project Manager.

- **Construction Coordination Team** – Meetings to be held remotely/online, via Zoom or Microsoft Teams. (unless site visits are absolutely necessary) If site visits are required, all personnel must adhere to the District’s COVID-19 safety plans <https://sbccd.edu/covid-19>

Exhibit AA
COVID-19 Safety Plan

- **Construction Management Team** – It is recommended that onsite visits be limited to roughly once a week. If weekly visits are required more frequently, they must be requested in writing and approved in writing by the District.
- **Safety & Environmental Health Team** – Onsite visits as needed.
- **Design Team** – Onsite visits only when absolutely required.
- **Non-Contractor Staff Working Full Time** (e.g. Inspector of Record) – Onsite presence is permitted, but staff should remain in a separate space for office use to minimize contact with other on-site staff and wear required PPE.

ACKNOWLEDGEMENT

By signing below, I understand the requirements of Exhibit AA and agree to adhere to these guidelines.

Name of Bidder: _____

Signature: _____

Date: _____