



REQUEST FOR QUALIFICATIONS

RFQ No. 2324-Bonds05

FOR

DSA Inspection Services

Deadline: Monday, October 2, 2023, 2:00 p.m.

(NOTE: The time in the Purchasing Department will be used as the official time.)

Alum Rock Union Elementary School District

2930 Gay Avenue

San Jose, CA 95127

<http://www.arusd.com>

For Information Contact:

Mr. Marc Freitas

Director of Bonds

2930 Gay Avenue

San Jose, CA 95127

408-828-2074

marc.freitas@arusd.org

DSA INSPECTION SERVICES

TABLE OF CONTENTS

SECTION 1	BACKGROUND AND OVERVIEW.....	3
SECTION 2	SCOPE OF REQUIRED SERVICES.....	6
SECTION 3	CONTRACTUAL REQUIREMENTS.....	7
SECTION 4	RFQ RESPONSE	8
SECTION 5	SELECTION CRITERIA.....	13
ATTACHMENT A	AGREEMENT FOR PROJECT INSPECTOR SERVICES	
ATTACHMENT B	STATEMENT OF QUALIFICATIONS FORM	
ATTACHMENT C	PRICING PROPOSAL	

ALUM ROCK UNION SCHOOL DISTRICT

RFQ - DSA INSPECTION SERVICES

1. BACKGROUND AND OVERVIEW

1.1. Purpose of RFQ. The Alum Rock Union School District (“District”) is a public school district located in the City of San Jose, Santa Clara County, California. By issuing this Request for Qualifications (“RFQ”), the District seeks Statements of Qualification (“SOQ”) from experienced entities interested in providing the testing and inspection services (“Respondents”) for the construction of projects at various campuses as needed (“Project”).

This RFQ is a part of the process for the District’s future selection and retention of a project inspector that is certified by the California Division of the State Architect (“Project Inspector”) to complete construction materials tests and inspections for the Project (“Services”). Timely submitted RFQ Responses will be evaluated by the District in accordance with the criteria established in this RFQ. One or more Respondents may be requested to interview with the District as part of the process.

At this time, the District requests only qualifications from Respondents. Based upon information presented in the RFQ Responses, the District’s selection committee will create a pool of qualified firms that may be selected for future consideration to provide the services for the Project. Selected firms may be requested to respond to a future request for proposals for the Project, at which time they will develop a detailed scope of services, proposed fee, and schedule.

1.2. Pool of Qualified Applications and Recertification. The District will maintain a pool of qualified firms. Requests for recertification may be sent every two (2) years. Firms that do not reply to the request for recertification may be deleted from the pool of prequalified firms, at the sole discretion of the District. Additional firms may be added to the pool, at the District’s sole discretion, as the District determines the need for additional services.

1.3. District RFQ Contacts. Questions, requests to obtain a copy of this RFQ, or other communications relating to this RFQ shall be directed in writing to the District at:

Mr. Marc Freitas
Director of Bonds
2930 Gay Avenue San Jose, CA 95127
408-828-2074 marc.freitas@arUSD.org

With a copy to:
Deborah Slivkoff, Program Manager
dslivkoff@cumming-group.com

ALUM ROCK UNION SCHOOL DISTRICT

RFQ - DSA INSPECTION SERVICES

1.4. RFQ Schedule. District reserves the right to extend schedule dates by written addenda.

EVENT	DATE
RFQ Issued	Thursday, September 14, 2023
Deadline for Clarifications	Tuesday, September 26, 2023, 4:00 p.m.
Responses to Questions/Clarifications	Thursday, September 28, 2023, 4:00 p.m.
Deadline to Submit RFQ Response	Monday, October 2, 2023, 2:00 p.m.
Interviews, if any	Week of October 02, 2023
October 2023	Board of Trustee Approval

- 1.5. District Modifications to RFQ. The District expressly reserves the right to modify any portion of this RFQ prior to the submission deadline, including without limitation, the cancellation of this RFQ. Modifications, if any, made by the District to the RFQ will be in writing; potential Respondents who have obtained this RFQ from the District prior to any such modifications will be issued modifications to the RFQ by written addenda.
- 1.6. No Oral Clarifications/Modifications. The District will not provide any oral clarifications or modifications to the RFQ or the requirements hereof; no employee, officer, agent, or representative of the District is authorized to provide oral clarifications or modifications to the RFQ. No Respondent shall rely on any oral clarification or modification to the RFQ.
- 1.7. Errors/Discrepancies/Clarifications to RFQ. If a Respondent encounters errors or discrepancies in this RFQ or portions hereof, the Respondent shall immediately notify the District of such error or discrepancy. Any Respondent seeking clarification of any portion of this RFQ shall submit the requested clarification in writing to the District Contact Representatives designated in this RFQ. Responses of the District to any requested clarification will be in writing; if in the sole judgment of the District, any clarification response affects the RFQ or other Respondents, the District will issue the clarification response by a written addendum distributed to all potential Respondents who have theretofore obtained this RFQ from the District. All requests for clarification of this RFQ must be submitted and actually received by the District no later than the Deadline for Clarifications specified in the RFQ Schedule; the District will not respond to clarification requests submitted thereafter.

ALUM ROCK UNION SCHOOL DISTRICT

RFQ - DSA INSPECTION SERVICES

- 1.8. Restrictions on Lobbying and Contacts. From the period beginning on the date of the issuance of this RFQ and ending on the date of the award of the contract, no person, or entity responding to this RFQ, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ, the evaluation or selection process or the award of the contract(s) with any member of the District's Board of Trustees, Committee members, any member of the Citizens' Oversight Committee, or with any employee of the District except for clarifications and questions procedures as described in this RFQ. Any such contact shall be grounds for the disqualification of the firm responding to this RFQ.
- 1.9. Limitations. This RFQ is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFQ. The District reserves the right to add additional prequalified respondents for consideration after distribution of this RFQ if it is found to be in the best interest of the District. The award of the contract pursuant to this RFQ, if at all, is at the sole discretion of the District.

The District makes no representation that participation in the RFQ process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any responses to this RFQ.

- 1.10. Public Records. Except for materials containing Trade Secrets (as defined in California Civil Code §3426.1) and specifically marked "Proprietary" at the time of submittal, and that are specifically requested to be returned, SOQs and all materials submitted in response to this RFQ are deemed property of the District and public records subject to disclosure, pursuant to the California Public Records Act. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. The District may reject for non-responsiveness the RFQ Response that indiscriminately or vaguely notes materials are "Trade Secret" or "Confidential" or "Proprietary" and exempt from disclosure as a public record.

Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, RFQ Responses shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful respondent have completed negotiations and entered into an agreement, or (2) the District has rejected all responses.

By submitting a response to this RFQ, Respondent agrees the District shall not be liable to Respondent for the disclosure of RFQ Responses, or portions thereof, deemed to be

RFQ - DSA INSPECTION SERVICES

disclosable public records pursuant to the California Public Records Act, or by an order of a court of competent jurisdiction, or which occurs through inadvertence, mistake, or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a RFQ Response deemed exempt from disclosure hereunder, by submitting a response to this RFQ, each Respondent agrees to defend, indemnify, and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense of the District in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

- 1.11. Full Opportunity. The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), Disabled Veterans Business Enterprises ("DVBE"), and minority and women business enterprises shall be afforded full opportunity to submit responses to this RFQ. No respondent shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national original, medical condition or disability, in any consideration leading to the award of contract.

2. SCOPE OF REQUIRED SERVICES

Although the full scope of work shall be negotiated in an Independent Consultant Agreement for Project Inspector Services, if awarded, the awarded firm will be expected to be capable of fulfilling, at a minimum the following:

- 2.1 The inspection services shall consist of all on-site inspection services of the Project and all inspection-related activities.
- 2.2 If directed by the District or the Architect, the Project Inspector shall either perform special inspections or oversee special inspections by specially approved inspectors.
- 2.3 The Project Inspector shall perform continuous inspection of the Project during all stages of construction.
- 2.4 The Project Inspector shall comply with all the requirements of a DSA project inspector including, without limitation, all the requirements included and/or referenced in the

ALUM ROCK UNION SCHOOL DISTRICT

RFQ - DSA INSPECTION SERVICES

current version of the related DSA forms, including without limitation, DSA IR A-7, DSA IR A-8, DSA PR 13-01, DSA PR 13-02 and DSA 152 Manual.

2.5 A Division of the State Architect (DSA) Form 103, Statement of Structural Tests and Special Inspections, must be completed for the Project. Form 103 indicates the type(s) of inspection(s) and/or testing that will be performed as part of the scope of the services provided.

2.6 The Project Inspector shall identify all non-compliant Work as work on the Project progresses in order to facilitate timely corrective action and shall not authorize deviations from the Contract Documents for any Project.

Any entity retained as a result of this RFQ and/or subsequent Request for Proposals shall be required to work cooperatively with the District in conjunction with all other technical consultants, the architect, and any program and/or construction manager, if any, retained by the District for the Project, as well as other entities retained by the District to facilitate the timely completion of the Project.

Depending upon the final scope of work, Respondent may be required to assist the District in working with various outside governmental agencies, including but not limited to, the following as applicable: the Division of the State Architect, the Office of Public School Construction, the State Allocation Board, City or County Planning Commissions and Departments, the Department of Toxic Substance Control (“DTSC”), the regional air quality control district, the state and regional water quality control boards, and the California Department of Education. Respondent shall discuss its experience with each of these agencies.

3. CONTRACTUAL REQUIREMENTS

3.1. Agreement. Attached as Attachment A to this RFQ is District’s form of Independent Consultant Agreement for Project Inspector Services (“Agreement”). Selected firm(s) must be able to execute the District’s standard agreement.

3.2. Respondents’ Review of Agreement. Each Respondent shall thoroughly review the Agreement. Firms responding to this RFQ must acknowledge that they have reviewed these provisions of the Agreement and must agree to the indemnity and insurance provisions contained in the Agreement and confirm in writing that, if given the opportunity to contract with the District, the firm has no substantive objections to the use of the Agreement.

3.3. Requests for Modification. If a Respondent requests modifications to any portion of the

ALUM ROCK UNION SCHOOL DISTRICT

RFQ - DSA INSPECTION SERVICES

Agreement, the Respondent must set forth, in its RFQ Response, the specific modification requested. No modification to the Agreement requested by a Respondent is binding on or enforceable against the District unless the District has accepted the requested modification and such modification is incorporated into any agreement as awarded by the District’s Board of Trustees.

- 3.4. Conflict of Interest. Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the District.
- 3.5. Assignment. Any contract resulting from this RFQ and any amendments or supplements thereto shall not be assignable by the successful consultant either voluntarily or by operation of law without the written approval of the District.

4. RFQ Response

- 4.1 Submission of RFQ Response. RFQ Responses which are not actually received at the location, by the submission deadline, nor in the packaging or number of copies indicated herein will be rejected by the District as non-responsive. Respondents are solely responsible for the timely and correct submission of RFQ Responses.
 - 4.1.1. Submission Deadline. **The latest date/time for submission of RFQ Responses is Monday, October 2, 2023, 2:00 p.m.**
 - 4.1.2. Location for Submission of RFQ Response. RFQ Responses shall be submitted to the office of the District’s Purchasing Department at:

ALUM ROCK UNION SCHOOL DISTRICT
2930 Gay Avenue
San Jose, CA 95127
Attn: Mr. Marc Freitas, Director of Bonds

No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered. Proposals received after the scheduled submittal deadline will be considered non-responsive and returned unopened. The consultant is responsible for the delivery of the proposal, if the proposal is delivered to the wrong office, by and delivery method, the consultant bears full responsibility. Proposals must bear original signatures and figures.

RFQ - DSA INSPECTION SERVICES

- 4.1.3. RFQ Response Package. All materials submitted in response to this RFQ shall be on 8 ½" x 11" paper, in portrait orientation. All submitted materials must be bound in either a three-ring binder or spiral bound notebook. Tabbed dividers should be used to identify and separate discrete sections of the RFQ Response which correspond format and contents described in the RFQ Response Format and Organization Section below.
- 4.1.4. Copies of RFQ Response. Each Respondent shall submit an original and five (5) copies of its RFQ Response.
- 4.2. RFQ Response Format and Organization. Each RFQ Response must conform to the following described organizational format and must include the contents described below. Failure of a Respondent to submit its RFQ Response in a format and with contents conforming to the following requirements will be a basis for the District's rejection of such RFQ Response for non-responsiveness.
- 4.2.1. Cover Sheet. Identify the submittal as RFQ No. 2324-Bonds05 Response to this RFQ and an identification of the firm submitting the RFQ Response along with the firm's address, telephone/fax numbers and email addresses of the firm's principal contacts in connection with this RFQ or the RFQ Response.
- 4.2.2. Letter of Interest. Include a brief letter, signed by an authorized officer of the firm, expressing the interest of the Respondent in providing Services for the Project and a brief statement of the Respondent's relevant qualifications. If the firm is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.
- 4.2.2.1. Provide contact information, including the address, telephone number, fax number and email address for the personnel of the Respondent who is the designated point of contact for this RFQ.
- 4.2.2.2. Clearly identify the individual(s) who are authorized to speak on behalf of the firm during the evaluation process. The letter of interest should be bound with other materials responding to this RFQ.
- 4.2.2.3. Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in

ALUM ROCK UNION SCHOOL DISTRICT

RFQ - DSA INSPECTION SERVICES

the performance of any/all contract(s) without immediate divulgence of this fact to the District.

4.2.3. Business Information. Respondent must provide the following information for itself and for any and all other firms which it will joint venture or associate on this Project:

4.2.3.1. Company name, address, telephone, fax, website.

4.2.3.2. Federal Tax I.D. Number

4.2.3.3. License or Registration Number

4.2.3.4. Type of organization/business structure (ownership, legal form, i.e. corporation, partnership, etc., and senior officials of the entity). If a joint venture, describe the division of responsibilities between participating companies, offices (locations) that would be the primary participants, and percentage of each firm.

4.2.3.5. A brief description and history of the firm, including number of years the firm has been in business and date firm was established under its given name.

4.2.3.6. Any State of California certification for your firm indicating Small Business of Disabled Veteran Business Enterprise status.

4.2.3.7. How sub-consultants, if any, are generally used by your firm and to what extent work is performed in-house versus by a sub-consultant. Provide similar Business Information for proposed sub-consultants.

4.2.4. Table of Contents. Include a Table of Contents reflecting the Respondent's responses to each of the items set forth below.

4.2.5. Tab 1: Statement of Qualifications. Complete the Statement of Qualifications ("SOQ") attached as Attachment B to this RFQ for the Respondent.

4.2.6. Tab 2: Project Approach, Qualifications, Relevant Project Experience

4.2.6.1. Provide additional details of the projects identified in the SOQ which reflect the skills, experience and other qualifications of the Respondent to successfully complete necessary services for the Project.

ALUM ROCK UNION SCHOOL DISTRICT

RFQ - DSA INSPECTION SERVICES

- 4.2.6.2. Provide a statement demonstrating your firm's ability to accomplish the scope of services in a comprehensive and thorough manner with an aggressive schedule.
- 4.2.6.3. Describe your firm's experience with DSA and working within the DSA process as well as your firm's approach to DSA permitting and DSA final certification.
- 4.2.6.4. Provide a statement of your work plan including your firm's present workload and number of current projects, and where possible, projected workload for the coming two (2) years, which should include available staff.

4.2.7. Tab 3: Insurance Certificates. Provide copies of Certificates of Insurance for the Respondent; required Certificates of Insurance and minimum coverage amounts for each policy of insurance are as set forth below.

Policy of Insurance	Minimum Coverage Amount
Workers Compensation	In accordance with law
Employers Liability	One Million Dollars (\$1,000,000)
Commercial General Liability	One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate
Automobile Liability	One Million Dollars (\$1,000,000) combined single limit
Professional Liability	One Million Dollars (\$1,000,000) per claim, Two Million Dollars (\$2,000,000) aggregate

4.2.8. Tab 4: Personnel and Resumes. The selected firm shall employ, at its expense, professionals properly licensed and skilled in the execution of the functions required for the applicable services as described herein.

- 4.2.8.1. Identify and provide resumes, including responsibilities, titles, licenses, certifications, and clearly identify experience in school projects, for key personnel and/or team members, including sub-consultants, and the roles to which they will be assigned. List dates of employment by your

ALUM ROCK UNION SCHOOL DISTRICT

RFQ - DSA INSPECTION SERVICES

firm whether employed as an employee, independent contractor, sub-consultant, or otherwise, and office addresses for each of the identified personnel. Resumes shall include specific qualifications and recent related experience and shall include a list of references with contact names and phone numbers.

4.2.8.2. If any work is to be provided by sub-consultants include a statement as to how this shall be organized, including identified roles and qualifications of sub-consultants, if any. Note: firm(s) selected for inclusion in the District's pool of applicable consultants will be required to demonstrate long term relationships with any sub-consultants.

4.2.8.3. The District expects that the team shall remain intact through the duration of the Project(s). If a team member must leave, the District reserves the right to approve that team member's replacement.

4.2.9. Tab 5: Letter of Agreement

4.2.9.1. Respondents must include one of the following statements, signed by the firm's authorized representative:

"[INSERT FIRM'S NAME] received a copy of the District's standardized form of Independent Consultant Agreement for Project Inspector Services ("Agreement") attached as Attachment A to the RFQ. [INSERT FIRM'S NAME] has reviewed the terms contained in the Agreement, including the indemnification and insurance provisions. If given the opportunity to contract with District, [INSERT FIRM'S NAME] has no objections to the use of the Agreement and accepts all terms and conditions of the Agreement, without conditions, qualifications or reservations."

OR

"[INSERT FIRM'S NAME] received a copy of the District's standardized form of Independent Consultant Agreement for Project Inspector Services ("Agreement") attached as Attachment A to the RFQ. [INSERT FIRM'S NAME] has reviewed the terms contained in the Agreement, including the indemnification and insurance provisions. If given the opportunity to contract with District, [INSERT FIRM'S NAME] has objections to the use of the Agreement, listed as follows: [IDENTIFY ALL

ALUM ROCK UNION SCHOOL DISTRICT

RFQ - DSA INSPECTION SERVICES

OBJECTIONS].”

- 4.2.9.2. Where Respondent requests modification consisting of amendments to existing provisions or additional provisions, the Respondent must set forth: (i) the section number of the existing provision and (ii) the complete text of the requested amendment or addition. Any Respondent that does not identify modifications to terms or conditions of the attached Agreement will be deemed to have agreed to and accepted all terms and conditions set forth therein, if the Respondent is awarded the Agreement.
- 4.2.10. Tab 6: Price Proposal. Although this RFQ is not a request for a specific proposal, the District requires each Respondent to provide a price proposal for services offered by Respondent on the form of Price Proposal attached to this RFQ as **Attachment C**.
- 4.2.11. Tab 7: Acknowledgment of Addenda
 - 4.2.11.1. If the District issued Addenda to the RFQ, Tab 7 must include the following statement: “The Respondent submitting this RFQ Response acknowledges receipt of Addenda Nos. _____. The Respondent confirms that requirements noted in the foregoing Addenda are incorporated into the RFQ Response.
 - 4.2.11.2. If the District did not issue Addenda to the RFQ, Tab 7 must include the following statement: “No Addenda issued.”
- 4.2.12. Additional Materials. Respondents are not prohibited, but are discouraged, from submitting materials in addition to the required contents listed above. If a Respondent elects to submit materials with its RFQ Response which are in addition to the information requested in this RFQ, the Respondent shall bind all such additional materials separate from the required RFQ Response.

5. SELECTION CRITERIA

- 5.1. General. Each timely submitted RFQ Response will be independently reviewed by each member of the selection committee. A RFQ Response which does not comply with the requirements of this RFQ will be subject to rejection for non-responsiveness. District

RFQ - DSA INSPECTION SERVICES

retains the sole discretion to determine issues of compliance and to determine whether a firm is responsive, responsible, and qualified. Based upon the information presented in the submissions, the District's selection committee will choose qualified firms to be interviewed and then potentially selected to be a part of the District's pool. At the District's discretion, the selected firms may be requested to respond to a request for proposal, at which time they will develop a detailed scope of services and fee schedule.

District Policy. It is the policy of the District that the selection of firms to provide professional services in connection with construction projects of the District be based on the demonstrated competence and qualifications to complete the required professional services at a fair and reasonable price to the District. Accordingly, selection of firms is not based solely on pricing of services.

5.2. Evaluation Criteria. The following set forth the criteria by which each RFQ Response will be evaluated. The District reserves the right to exercise discretion in the weight and priority of the evaluation criteria.

5.2.1. Relevant Experience and Ability. The Respondent will be evaluated based on experience in successfully completing services for recent projects subject to DSA jurisdiction which are similar in size, scope, use and complexity as the District's Project and with similar test and inspection requirements.

5.2.2. Credentials. Including without limitation, appropriate licenses and certifications and the professional and technical expertise of the specific personnel proposed as Respondent's Project team.

5.2.3. Responsiveness to RFQ and Project Requirements. The District will evaluate responsiveness to the requirements of this RFQ as outlined in the RFQ.

5.2.4. Reputation of the Respondent. The District will evaluate the prior experience and success of the Respondent to establish effective working relationships within the setting of a public-school construction project, including the relationships with management, administrative, technical and end-user staff of prior school districts, relationships with other project consultants and participants on prior projects.

5.2.5. Availability. The District will evaluate the availability of the Respondent and its professional and technical staff to be dedicated to completing Project tests/inspections in accordance with the Project schedule. Including without limitation, current commitments, and ability of firm to handle several simultaneous projects, availability of staffing and availability of resources.

ALUM ROCK UNION SCHOOL DISTRICT

RFQ - DSA INSPECTION SERVICES

- 5.2.6. Proposed Pricing. The District will evaluate the pricing proposed.
- 5.3. Interviews. At the sole discretion of the District, one or more of the Respondents may be invited to participate in an interview with the selection committee. Interviews, if conducted by the selection committee, will generally consist of no more than a ten (10) minute presentation followed by questions posed by District. If requested by the selection committee, any Respondent invited to participate in the interview process shall have present at the interview: (i) its management/supervisory personnel proposed to be responsible for Respondent's performance under an agreement, if awarded; and (ii) Respondent's Engineering Manager for Project tests/inspections.
- 5.4. District Investigations. The District may perform investigations of responding parties that extend beyond contacting the references identified in the SOQ. The District may request a firm to submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.
- 5.5. Selection Committee Recommendation. Based upon evaluation of RFQ Responses in accordance with the selection criteria described above, the District will make a recommendation to the District's Board of Trustees for selection.
- 5.6. Rejection of RFQ Responses; Waiver of Irregularities. The District reserves the right to reject all RFQ Responses or to waive any immaterial irregularities or informalities in any RFQ Response. A RFQ Response which does not conform to requirements set forth herein is subject to rejection by the District for non-responsiveness.

RFQ - DSA INSPECTION SERVICES

ATTACHMENT A

**INDEPENDENT CONSULTANT AGREEMENT FOR
PROJECT INSPECTOR SERVICES**

****PROVIDED UNDER SEPARATE ATTACHMENT****

ATTACHMENT B

STATEMENT OF QUALIFICATIONS FORM

1. Respondent Information.

1.1. Respondent Name: _____

1.2. Address:

Physical Office Location:

Street Address : _____

City, State and Zip Code: _____

Mailing Address (if different than address above):

Street Address : _____

City, State and Zip Code: _____

1.3. Phone:

(_____) _____

1.4. Fax:

(_____) _____

1.5. Respondent's principal contacts:

Name: _____

Title: _____

Phone: (_____) _____

Fax: (_____) _____

E-Mail: _____

ALUM ROCK UNION SCHOOL DISTRICT

RFQ - DSA INSPECTION SERVICES

Name: _____

Title: _____

Phone: (_____) _____

Fax: (_____) _____

E-Mail: _____

1.6. Length of time Respondent has been in business providing project inspection Services:

_____ years

1.7. Respondent Federal Tax ID No.: _____

2. Insurance.

2.1. Commercial General Liability Insurance.

Insurer: _____

Current Policy No.: _____

General Liability Insurance Broker:

Address: _____

Telephone No.: (____) _____

Fax No.: (____) _____

Contact Name: _____

2.2. Automobile Liability Insurance.

Insurer: _____

Current Policy No.: _____

General Liability Insurance Broker:

Address: _____

Telephone No.: (____) _____

ALUM ROCK UNION SCHOOL DISTRICT

RFQ - DSA INSPECTION SERVICES

Fax No.: (____) _____

Contact Name: _____

2.3. Professional Liability Insurance.

Insurer: _____

Current Policy No.: _____

General Liability Insurance Broker:

Address: _____

Telephone No.: (____) _____

Fax No.: (____) _____

Contact Name: _____

2.4. Workers' Compensation Insurance.

Insurer: _____

Current Policy No.: _____

Workers' Compensation Insurance Broker:

Address: _____

Telephone No.: (____) _____

Fax No.: (____) _____

Contact Name: _____

- 3. References.** Complete the following to identify: (i) owner references that are California public K-12 School Districts and/or California Community College Districts; and (ii) architect references. Architect references must be architects that have served as the architect of record for K-12 school or community college projects subject to DSA jurisdiction. A minimum of three (3) references are required per category.

ALUM ROCK UNION SCHOOL DISTRICT

RFQ - DSA INSPECTION SERVICES

Public School Districts			
District Name	Address	Telephone No.	Contact

Architects			
Firm Name	Address	Telephone No.	Contact

ALUM ROCK UNION SCHOOL DISTRICT

RFQ - DSA INSPECTION SERVICES

- 4. Prior Project Inspection Experience.** Duplicate the following to provide details of **all California K-12 School District or California Community College District projects** for which your organization provided construction materials test/inspection services, subject to DSA jurisdiction, **within the past five (5) years**. Complete the following for each Project subject to the foregoing. Attach completed copies of the following to the completed and executed Qualifications Statement submitted concurrently with the Respondent's RFQ Response.

Project Identification (by name or other identification for project) and location	
Project Description (including building structural system, type of building occupancy, square footage, etc.)	
Beginning and end dates of project, including DSA close-out and/or certification status and date of project's Notice of Completion and DSA final certification.	
Scope/Description of construction materials test/inspection provided	
Respondent's Engineering Manager for Project and key personnel	
Project Owner (include contact person and contact information for contact person)	
Architect of Record for Project (include contact person and contact information for contact person)	
Construction Manager, if applicable (include contact person and contact information for contact person)	

ALUM ROCK UNION SCHOOL DISTRICT

RFQ - DSA INSPECTION SERVICES

5. **DSA Certification.** Respondent is currently approved/certified by DSA as a test/inspector for the following (check all that are applicable).

TEST QUALIFICATIONS

- Soils
- Aggregates
- Reinforcing Steel
- Post Installed
- Anchors
- Concrete Shotcrete
- Masonry
- Structural Steel
- High Strength Bolts
- Non-Destructive (NDT)
- Other

INSPECTION QUALIFICATIONS

- Earthwork
- Concrete
- Pre-Stressed Concrete
- Post-Installed Anchor
- Shotcrete
- Masonry
- High Strength Bolting
- Fireproofing
- Glu-Lam Timber
- Other

6. **Questionnaire.** A Respondent will not be deemed qualified if the answer to any of Questions 7.1 through 7.6 in this section results in a “not qualified” response. A “not qualified” response to any of Question 7.1 through 7.6 will result in the District’s rejection of the RFQ Response for failure of the Respondent to meet minimum qualifications requirements. The District reserves the right to request the Respondent to furnish additional information or details relating to any of Respondent’s responses to the following Questions. The District may, in the District’s sole discretion, independently investigate the Respondent’s responses to any of the following Questions. If any of the responses to Questions 7.5 through 7.29 is a “yes”, the Respondent must set forth details in a separate attachment to this Qualifications Statement.

6.1. Respondent is currently a DSA listed Accepted Testing Laboratory

- Yes No (not qualified)

ALUM ROCK UNION SCHOOL DISTRICT

RFQ - DSA INSPECTION SERVICES

- 6.2. The Respondent maintains a commercial general liability insurance policy with a coverage amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 Yes No (not qualified)
- 6.3. The Respondent maintains an automobile liability insurance policy with a combined single coverage amount of at least \$1,000,000.
 Yes No (not qualified)
- 6.4. The Respondent maintains a professional liability insurance policy with a coverage amount of at least \$1,000,000 per claim and \$2,000,000 in the aggregate.
 Yes No (not qualified)
- 6.5. The Respondent maintains current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code § 3700.
 Yes No (not qualified)
 Respondent is exempt from this requirement because it has no employees.
- 6.6. The Engineering Manager proposed by Respondent for the Project has completed either an in-person training session conducted by DSA or watched the entirety of a DSA webinar regarding DSA PR13-01.
 Yes No (not qualified)
- 6.7. Has your organization ever refused to sign a contract for project test/inspection services awarded to it?
 Yes No
- 6.8. Has your organization ever failed to complete a contract for project test/inspection services?
 Yes No
- 6.9. Has your organization ever been declared by a court in default under a contract for project test/inspection services?
 Yes No
- 6.10. Has your organization ever been denied an award of a contract based upon a finding by a public agency that your organization was not a responsible bidder?
 Yes No

ALUM ROCK UNION SCHOOL DISTRICT

RFQ - DSA INSPECTION SERVICES

6.11. Has your organization been a party to a contract for project test/inspection services which was terminated by the project owner for the convenience of the project owner?

Yes No

6.12. Has your organization been a party to a contract for project test/inspection services which was terminated by the project owner for your organization's default or breach of obligations thereunder?

Yes No

6.13. Has a lawsuit ever been filed by a public or private project owner against your organization for damages, losses or other liabilities arising out of project test/inspection services provided by your organization? Failing to provide this requested information, and responses which assert attorney-client privilege, will be considered non-responsive and disqualified.

Yes No

6.14. Has a lawsuit ever been filed by an architect or other design professional against your organization for damages, losses or other liabilities arising out of project test/inspection services provided by your organization? Failing to provide this requested information, and responses which assert attorney-client privilege, will be considered non-responsive and disqualified.

Yes No

6.15. Has a lawsuit ever been filed by a contractor or subcontractor against your organization for damages, losses or other liabilities arising out of project test/inspection services provided by your organization? Failing to provide this requested information, and responses which assert attorney-client privilege, will be considered non-responsive and disqualified.

Yes No

6.16. Have arbitration proceedings ever been filed by a public or private project owner against your organization for damages, losses or other liabilities arising out of project test/inspection services provided by your organization? Failing to provide this requested information, and responses which assert attorney-client privilege, will be considered non-responsive and disqualified.

Yes No

ALUM ROCK UNION SCHOOL DISTRICT

RFQ - DSA INSPECTION SERVICES

6.17. Have arbitration proceedings ever been filed by an architect or other design professional against your organization for damages, losses or other liabilities arising out of project test/inspection services provided by your organization? Failing to provide this requested information, and responses which assert attorney-client privilege, will be considered non-responsive and disqualified.

Yes No

6.18. Have arbitration proceedings ever been filed by a contractor or subcontractor against your organization for damages, losses or other liabilities arising out of project test/inspection services provided by your organization? Failing to provide this requested information, and responses which assert attorney-client privilege, will be considered non-responsive and disqualified.

Yes No

6.19. Have mediation proceedings ever been filed by a public or private project owner against your organization for damages, losses or other liabilities arising out of project test/inspection services provided by your organization? Failing to provide this requested information, and responses which assert attorney-client privilege, will be considered non-responsive and disqualified.

Yes No

6.20. Have mediation proceedings ever been filed by an architect or other design professional against your organization for damages, losses or other liabilities arising out of project test/inspection services provided by your organization? Failing to provide this requested information, and responses which assert attorney-client privilege, will be considered non-responsive and disqualified.

Yes No

6.21. Have mediation proceedings ever been filed by a contractor or subcontractor against your organization for damages, losses or other liabilities arising out of project test/inspection services provided by your organization? Failing to provide this requested information, and responses which assert attorney-client privilege, will be considered non-responsive and disqualified.

Yes No

6.22. Within the past ten (10) years, has your organization or any principal/equity owner of your organization been subject to any legal judgments or arbitration awards, whether or not such legal judgments or arbitration awards arise out of project test/inspection services? Failing to provide this requested information, and responses which assert attorney-client privilege, will be considered non-responsive and disqualified.

Yes No

6.23. Are there currently any pending, unsatisfied judgments or arbitration awards against your organization or any of the equity owners of your organization? Failing to provide this requested information, and responses which assert attorney-client privilege, will be considered non-responsive and disqualified.

Yes No

ALUM ROCK UNION SCHOOL DISTRICT

RFQ - DSA INSPECTION SERVICES

6.24. Has any insurer, for any policy of insurance, refused to issue or to renew an insurance policy for your organization?

Yes No

If yes, on how many occasions? _____

6.25. Have any claims been made against a policy of professional liability (errors and omissions) insurance obtained by your organization in connection with project test/inspection services?

Yes No

6.26. Has an architect of record for a DSA Project requested that any employee of your organization be removed from providing test/inspection services for a project?

Yes No

6.27. Has any project owner requested that any of the personnel proposed by your organization for assignment to the Project be removed from a project?

Yes No

6.28. Within the past ten (10) years, is there any project subject to DSA jurisdiction for which your organization provided project test/inspection services and your organization did not file timely file a Verified Report for the Project with DSA?

Yes No

6.29. Within the past ten (10) years, is there any project subject to DSA jurisdiction for which your organization provided project test/inspection services which was not closed-out by DSA?

Yes No

ALUM ROCK UNION SCHOOL DISTRICT

RFQ – DSA INSPECTION SERVICES

7. Accuracy and Authority.

The undersigned is duly authorized to execute this Qualifications Statement under penalty of perjury on behalf of the above-identified Respondent. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Qualifications Statement and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness, and accuracy of responses to this Qualifications Statement.

The undersigned declares and certifies that the responses to this Qualifications Statement are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Respondent acknowledge and agree that if the District determines that any response herein is false or misleading or contains misstatements of fact, the Respondent's RFQ Response may be rejected by the District.

Executed this ___ day of _____ 20__ at _____
(City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct.

(Signature)

(Typed or written name)

ALUM ROCK UNION SCHOOL DISTRICT

RFQ – DSA INSPECTION SERVICES

ATTACHMENT C

PRICE PROPOSAL

Respondent: _____

The above-identified Respondent proposes the following pricing for services:

1. Form 103 Tests/Inspections. Respondent proposes a lump sum, fixed price of _____ Dollars (\$ _____) for completion of the tests/inspections for the Project as indicated in Independent Consultant Agreement for Project Inspector Services attached to the RFQ as Attachment A.
2. Breakdown of Proposed Test/Inspection Pricing. The pricing proposed in Paragraph 1 above is broken down for each test/inspection as follows:

Test/Inspection Description	Unit Description (per test/inspection, per hour, etc.)	Costs Per Unit

ALUM ROCK UNION SCHOOL DISTRICT

RFQ – DSA INSPECTION SERVICES

3. Duplicate, Repeated Tests/Inspections. If any construction materials subject to any test/inspection noted in Paragraph 2 above and the Respondent is requested to duplicate or repeat such tests/inspections for the same or similar construction materials, Respondent's charges for such duplicate or repeated test/inspection:

The same charge as the initial test/inspection price proposed in Paragraph 2.

Will vary from the initial test/inspection price proposed in Paragraph 2 as follows: _____.

4. Test/inspection Location. Pricing proposed in Paragraphs 1 and 2 for tests/inspections is inclusive of travel, transportation, and related costs for the Respondent's personnel to test/inspection locations within a one hundred (100) mile radius of the District's Administrative Offices.

Yes

No. If "No", the Respondent must attach a description how travel or transportation charges are billed for test/inspection conducted within a one hundred (100) mile radius of the District's Administrative Offices.

5. Off-Site Tests/Inspections. If any test/inspection is conducted beyond a one hundred (100) mile radius of the District's Administrative Offices ("Off-Site Location"), the Respondent proposes the following charges:

5.1. Automobile Travel; Costs Per Mile. If Project Inspector personnel travel to an Off-Site Location, the charge per mile traveled by automobile is ____ cents (____¢) per mile, with mileage charges for round-trip travel.

5.2. Airfare. If Project Inspector personnel travel to an Off-Site Location by air, the charge is the actual costs of economy class airfare without mark-ups.

5.3. Rental Car. If Project Inspector personnel travel by air to an Off-Site Location, and a rental car is reasonably necessary to complete test/inspection at an Off-Site Location, the charge is the actual costs for an economy class rental car without mark-ups.

5.4. Per Diem Expenses. If Project Inspector personnel travel to an Off-Site Location and an overnight stay or more is required to complete test/inspection at the Off-Site Location, the per diem charge (excluding mileage or airfare charges) for lodging, meals and incidental expenses is:

ALUM ROCK UNION SCHOOL DISTRICT

RFQ – DSA INSPECTION SERVICES

Lodging _____ Dollars (\$ _____) per day.
Meals _____ Dollars (\$ _____) per day.
Incidental Expenses _____ Dollars (\$ _____) per day.

6. Acknowledgment and Confirmation. The Respondent acknowledges its receipt and review of the Request for Qualifications and Independent Consultant Agreement for Project Inspector Services so that it has a full and complete understanding of the test/inspection required for the Project. The Respondent certifies that it is an inspector certified by the California Division of the State Architect and that Respondent and its personnel are duly certified, licensed, approved and otherwise qualified to complete the test/inspection required for the Project under the Independent Consultant Agreement for Project Inspector Services, if an agreement is awarded to Respondent. The undersigned: (i) has reviewed and verified the accuracy and completeness of the foregoing Price Proposal and (ii) is authorized to bind and commit Respondent to the foregoing Price Proposal.

By: _____

(Signature of Respondent's Authorized Officer
or Representative)

(Typed or Printed Name)

Title: _____