



# REQUEST FOR QUALIFICATIONS FOR



**RFQ Deadline for Submittal:**  
**3:30 P.M., FRIDAY, FEBRUARY 18, 2022**

**Submit Electronically to:**  
Debbi Claypool, Senior Contracts Administrator  
Office of Contract Services  
[dclaypool@palomar.edu](mailto:dclaypool@palomar.edu)

**and copy**

Dennis Astl  
Manager, Construction Facilities Planning  
Facilities  
[dastl@palomar.edu](mailto:dastl@palomar.edu)

Palomar Community College District  
1140 West Mission Road  
San Marcos, CA 92069

**LATE QUALIFICATIONS WILL NOT BE ACCEPTED**

---

## **REQUEST FOR QUALIFICATIONS**

NOTICE IS HEREBY GIVEN that Palomar Community College District, (hereinafter the "District") of San Diego County, CA, acting by and through its Governing Board, will receive no later than **3:30 p.m., on the 18<sup>th</sup> day of February, 2022**, responses to Request for Qualifications (hereinafter "RFQ") for the following:

**RFQ: 203-22  
DSA APPROVED  
Construction Material Testing Laboratory Services  
Including Prop M Projects**

**NOTICE IS HEREBY GIVEN** That the Palomar Community College District of San Diego County, California, acting by and through its Governing Board, will receive up to **3:30 p.m., on the 18<sup>th</sup> day of February, 2022**. RFQ responses from California licensed and qualified Testing Laboratories that will provide services during the construction of several new facilities and various building modernizations /renovations, as well as civil and site improvements, and other specialty projects to be funded through sources such as, but not limited to, the District's Proposition M, grant funds, State Scheduled Maintenance (SSM) and Federal Funds.

Responses shall be received electronically at [dclaypool@palomar.edu](mailto:dclaypool@palomar.edu) and a copy to [dastl@palomar.edu](mailto:dastl@palomar.edu) on the date and at the time stated above.

Each submittal shall conform and be responsive to the Request for Qualifications (RFQ), a copy of which is on file and may be obtained by calling the District's Contract Services at (760) 744-1150, ext. 2129, or at the following website: <http://www2.palomar.edu/pages/businessservices/bids-rfqs-and-rfps/>

All qualified firms and persons shall have current licenses as required to complete the testing services, and each applicant shall furnish all required certificates of insurance and proof of financial responsibility as set forth in the RFQ. The District reserves the right to reject any or all applicants, and to waive any irregularities or informalities in the RFQ and RFQ process. District is an equal opportunity employer.

Labor Compliance, CA Department of Industrial Relations: Projects funded by Prop M/Bond Series C are public work and subject to prevailing wage requirements as set forth in Labor Code §1720 *et seq.* Pursuant to Labor Code §1771.4(a)(4), prevailing wage rate monitoring and enforcement shall be by the California Department of Industrial Relations ("DIR").

All applicants shall be screened and evaluated by a District committee and those applicants selected for the short list may be invited to attend an interview, at the applicant's own expense, at the District's San Marcos campus on a date and time to be scheduled.

Kartik Raju  
Secretary of the Governing Board  
Palomar Community College District  
San Diego County, California

Publication: San Diego Union Tribune  
Publication Dates: February 3, 2022 & February 10, 2022

**I. INTRODUCTION**

The Palomar Community College District (hereinafter District) is soliciting from interested and qualified Testing Laboratories approved by the California Division of the State Architect (DSA) to provide the required materials conformance and testing services during the construction of several new facilities and various building modernizations/renovations, as well as civil and site improvements, and other specialty projects to be funded through sources such as, but not limited to, the District's Proposition M, grant funds, State Scheduled Maintenance (SSM) and Federal Funds.

**II. BACKGROUND**

The Palomar Community College District (hereinafter District) completed a comprehensive Educational and Facilities Master Plan in 2022 and is currently updating the plan. As part of this planning process a number of facility needs were identified for the District. Through the process, the District identified the following needs: construction of new instructional and support buildings, modernization of existing buildings, infrastructure upgrades and the development of two (2) educational centers.

Based on this information and the funding options available, the Governing Board requested approval from the local electorate for a \$694 million bond issue. Approval was received from the electorate on November 7, 2006. The District has approximately \$150 million Prop M funds left un-spent and is planning to compete 3 remaining projects including a new Athletics project, a new approximately 40,000 SF general classroom and student support service building at the Fallbrook campus and a renovation of the existing LL Building at the San Marcos campus into a new student retention center. The District also has numerous small renovation and new construction projects that are being funded through State grants, scheduled maintenance and Federal funds.

**III. EQUAL OPPORTUNITY EMPLOYER**

The District is an equal opportunity employer and complies with all applicable State and Federal laws and regulations applicable to a public entity employer, including FEPC, EEOC, ADA, and all affirmative action laws and guidelines currently applicable to a California Community College District.

**IV. NON-COLLUSION**

By submittal and signing the response, the firm is certifying that the response document is genuine and not a sham or collusive, and not made in the interest of any person not named and that the firm has not induced or solicited others to submit a sham offer, or to refrain from responding.

**V. REJECTION AND WAIVERS OF RESPONSES**

This Request for Qualification does not commit the District to award a contract or to pay any costs incurred in the preparation of a response to this request. The District reserves the right to accept or reject any or all responses received; to negotiate with qualified firm(s) or cancel the request; and, to waive any minor irregularities and informalities in the response or RFQ process.

**VI. PUBLIC RECORDS ACT**

Responses to this RFQ will become the exclusive property of the District. At that time firm(s) hired and the decision is made public, all documents shall be considered public records. Exceptions to this policy will be those elements in each response that are defined by your firm as business or trade secrets and marked "proprietary" "trade secret" or "Confidential". The District shall not be held responsible for the disclosure of any business or trade secrets that are not clearly identified.

## **VII. INFORMATION FOR RESPONDENTS**

**Contact Information:** Your contact person at the District in reference to this RFQ is Debbi Claypool, Senior Contracts Administrator, (760) 744-1150, ext. 2129, [dclaypool@palomar.edu](mailto:dclaypool@palomar.edu).

**RFQ Submittals:** Deadline for submittals is February 18, 2022, not later than 3:30 PM. Please send (1) electronic copy of your respective RFQ response to [dclaypool@palomar.edu](mailto:dclaypool@palomar.edu) and copy [dastl@palomar.edu](mailto:dastl@palomar.edu). **Mail** (1) complete electronic copy on a thumb drive in PDF format to The Office of Contract Services, Attn: Debbi Claypool, Room A-130; Administration Building located at 1140 W. Mission Road, San Marcos, California 92069-1487 and labeled: *RFQ #203-22: DSA APPROVED CONSTRUCTION MATERIAL TESTING LABORATORY SERVICES* (Postmarked no later than February 18, 2022). The District will not accept any responses after the deadline date & time. Also no oral, telegraphic, electronic, facsimile or telephone statements will be considered. The District **does not** require firms to submit a printed hard copy of the proposal.

The District may reject as "non-responsive" any RFQ which is considered by the District at their discretion non-responsive to the material requirements of the RFQ.

**Errors/Discrepancies/Questions/Clarification of RFQ:** Any discrepancies, errors, questions or clarification pertaining to this RFQ should be directed in writing only to Debbi Claypool, Senior Contracts Administrator at [dclaypool@palomar.edu](mailto:dclaypool@palomar.edu). Respondents are encouraged to submit their questions, as soon as possible, in order to give the District an opportunity to reply in a timely manner. The District will not accept any questions for clarification after February 11, 2022.

**Addenda to RFQ:** If in the sole judgment of the District, any response to questions, discrepancies, clarification or errors which affects the RFQ or other Respondents, the District will issue responses in writing in the form of an addenda and post on the District's website at the following address: <http://www2.palomar.edu/pages/businessservices/bids-rfqs-and-rfps/>. Last Addenda will be issued no later than February 14, 2022 by 3:00 pm. Prior to submittal of RFQ, please check above referenced website for any Addenda issued.

**RFQ Response Cost:** This Request for Qualification does not commit the District to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalists shall pay their own costs incurred in preparing for, traveling to and attending the interviews.

**RFQ Modification/Cancellation:** The District reserves the right to reject any and all RFQ submittals, to amend the RFQ and the RFQ process and to discontinue or re-open the process at any time.

Non-Liability of District: The District shall not be liable to the Respondent (Inspector) for personal injury or property damage sustained in the performance of these services, however caused.

Insurance Requirements: The selected Consultant/Firm shall furnish to the District, prior to the commencement of work, an underwriter's certificate of insurance with the following limits:

- Not be less than \$1 million per occurrence for Workers Compensation
- \$1 million per occurrence for errors and omissions and Comprehensive General Liability
- \$1 million per occurrence for Automobile Liability

The carrier should have Best Key Rating Guide of "A" or better as a California admitted insurer. All such insurance shall be on an occurrence basis and should name Owner as additional insured. Policies shall have a non-renewal or cancellation clause of not less than thirty (30) days.

### **VIII. TYPE OF SERVICES REQUESTED**

The District desires to pre-qualify several firms who are approved by the Division of State Architect (DSA) to perform testing services in accordance with Title 21 of the California Code of Regulations. The Testing Laboratory shall act under the direction of the District's Architect and/or the District's Representative for the project and shall be responsible to the District's Governing Board. All services rendered by the Testing Laboratory shall be in a manner satisfactory to the District, Architect, Construction Manager and the Division of the State Architect. The Testing Laboratory shall secure at his/her own expense all persons, employees, equipment and testing services required to perform under this agreement. Testing Laboratory shall be responsible for all salaries, benefits and payments for its offices, agents, employees or contract services.

The Testing Laboratory shall have no interest in, including but not limited to, other projects or independent contracts, and shall not acquire any such interests, direct or indirect, which would conflict in any manner with the performance of services under this agreement.

Duties of the Testing Laboratory shall include, but not be limited to the following:

- Services: The Testing Laboratory is required to have personal knowledge based on observation of the construction inspection and testing required by DSA and contained in this RFQ and to insure that the requirements as outlined on the plans and specifications are being carried out by the general contractors and related sub-contractors. The Testing Laboratory may also be selected to perform and issue the Geotechnical report for a project as well as soil testing and compaction.
- Material Conformance and Testing: The Testing Laboratory is required to provide all of the required material conformance reviews including earthwork observation and testing, and material testing required for the project. Reviews and testing shall be scheduled so they do not delay the construction of the project.
- Miscellaneous Test Reports: The firm selected to provide the DSA testing and/or inspection

requirements may also provide the following services using firms qualified to perform this type of work as stated in the construction documents. 1) HVAC Air Balancing Reports, 2) HVAC Commissioning Report, 3) Electrical Testing Reports and 4) geotechnical Report. These items should be listed as a separate line item in your submittal and a determination of who will supply these services will be determined in the future.

- Working with the Architect and Construction Manager: The Testing Laboratory shall work under the general direction of the Architect and/or District Representative. Any inconsistencies or errors in the plans and specifications shall be reported promptly to the Architect and Construction Manager for interpretation and instructions.
- Team Work Approach: The Testing Laboratory shall actively participate as a member of the "construction team" and work with the DSA Inspector, Contractor, Construction Manager, Architect and District to insure the project goes as smoothly as possible.
- Construction Procedure Records: The Testing Laboratory shall keep a record of the following phases of construction:
  1. Concrete pouring operations.
  2. Welding operations.
  3. Soils import or export on and off the construction site.
  4. Other such operations as noted in the specifications and as required by DSA.
  5. Masonry and grout operations.

All such records shall be kept on the job until the completion of the project. Upon completion and acceptance of the project by the District, these records shall be submitted to the District for its permanent records.

- Deviations: The Testing Laboratory shall notify the DSA Inspector, Contractor, Construction Manager, Architect and the District, in writing, of any deviations from the approved plans and specifications. Copies of the notification shall be forwarded to the Division of the State Architect by the DSA Inspector.
- Notices: The Testing Laboratory will submit electronic copies of all reports, notifications, deviations and change orders to the Construction Manager and District's designated person in charge of the project on a monthly basis.

The remainder of this RFQ is divided into the following sections:

- SECTION I:       FORMAT FOR PREPARATION & PRESENTATION OF REQUEST FOR QUALIFICATION
- SECTION II:      SELECTION PROCESS
- SECTION III:     ATTACHMENTS:
  - A. Insurance & Financial Responsibility Requirements
  - B. Non-Collusion Affidavit
  - C. Hold Harmless Agreement
  - D. Certificate Regarding Workers' Compensation

**SECTION I: Request for Qualification (RFQ) Format**

**RFQ RESPONSE CONTENTS/FORMAT**

**RFQ Response:** All materials submitted in response to the RFQ shall be formatted for 8-1/2"x11" size pages, preferably in portrait orientation. All submitted materials must be submitted electronically via email and a mailed thumb drive – no printed materials are required.

**Copies of RFQ Response:** Each Respondent shall submit (1) original electronic copy of your respective RFQ response to [dclaypool@palomar.edu](mailto:dclaypool@palomar.edu) and copy [dastl@palomar.edu](mailto:dastl@palomar.edu). Please **mail** (1) complete electronic copy on a thumb drive in PDF format to The Office of Contract Services, Attn: Debbi Claypool, Room A-130; Administration Building located at 1140 W. Mission Road, San Marcos, California 92069-1487 and labeled: *RFQ #203-22: DSA APPROVED CONSTRUCTION MATERIAL TESTING LABORATORY SERVICES* (Postmarked by February 18, 2022).

This RFQ consists of 2 parts. Part 1 consists of the scored RFQ submittal. Part 2 consists of the District selecting up to 3 firms to act as the pre-approved Construction Material Testing Laboratory Services firms from which the District will solicit individual project proposals from.

**Added Materials:** Respondents are not prohibited, but are discouraged, from submitting additional materials, not required in the RFQ Contents/Format. However, if a Respondent elects to submit additional materials, this documentation should be submitted separately from the information requested and labeled "Additional Information".

**SCORING SECTION:** This section will be rated and assigned a point value; with a maximum score of 500 points.

Each respondent shall provide the following information:

- A. **Letter of Introduction** (No points): Brief letter of introduction on firm's letterhead expressing your interest in providing professional services and your qualifications. Contact information to include name of firm, address, phone and fax number and contact information of the firm's principal contacts in connection with this RFQ. Also include a statement that you are registered with the CA Department of Industrial Relations (DIR) pursuant to Labor Code Section 1725.5, along with your DIR registration number.
- B. **General Experience** (200): Experience of the primary IOR/IORs as related to new construction, modernization, renovation, civil and site improvement projects. Identify the key personnel that would be assigned to the District's program. Include a brief description of their qualifications, job functions and office location. Designate a Principal-in-Charge who is authorize to sign and enter into contract, Supervisor who will oversee the Project Inspectors, and Project Inspectors Class I, II and III, which will provide the (on site) day-to-day direction of the required work and become the District's primary contact person. Furnish brief resumes (not more than one page long) for each key personnel.
- C. **Project Experience** (100 points): Listing of five construction contracts Consultant/Firm have completed in the past three years in California which have involved the Office of Public School Construction, Division of the State Architect or other public work projects, preferably California Community Colleges. Include the type of work, year completed, contract amount,

owner/contact person, phone and fax number.

- D. References (100 points): Provide list of references including clients and contractors, Consultant/Firm have worked with, and include current contact information.
- E. Pricing (100 points): Include an hourly rate or fee schedule for the various IORs and other standard services that DSA would normally expect the IOR to provide for remodel projects and new construction.

Hourly Rates shall include all costs, including insurance, travel, all overhead and profit. Site office space, when warranted, cost of equipment, utilities and incidentals, shall be subject to negotiations as related to each project. Initial selection shall be based primarily on qualifications, track record and rate structure. Subsequent selection for specific jobs shall be based primarily on the best matched firm and projected not-to-exceed cost for each project.

**SECTION II - Selection Process.** The District's selection process is as follows:

1. The District Screening and Selection Committee Members will review, evaluate and score each RFQ response based on the information submitted in accordance with Section I, Response/Contents Format.
2. At any time, District may contact a Consultant's previous clients and/or project owners to verify the experience and performance of the prospective Consultant, its key personnel, and its' Sub Consultants.
3. Firms with the highest scores will be selected for the "Short List". At the discretion of the District, short-listed firms may be asked to participate in an interview regarding their qualifications and experience. Consultants not selected for the "Short List" will be notified in writing and provided with the names of the firms selected for the "Short List".



## **ATTACHMENT "A"**

### **INSURANCE AND FINANCIAL RESPONSIBILITY REQUIREMENTS**

Palomar has requirements mandating that independent contractors and providers of professional services have in place, and provide evidence thereof to Palomar, general liability insurance, workers compensation coverage, and professional liability insurance. The successful Architects under the instant RFQ shall provide to the Office of Counsel, Contracts & Special Projects of the District, certificates of insurance, naming the Palomar Community College District, and its officers, agents and employees as additional named insureds on policies that are current for the term of the agreement contemplated through this RFQ process.

#### **Comprehensive General Liability**

The Architect shall carry at its own expense, adequate comprehensive general liability insurance from a carrier admitted to write said insurance in the State of California, to protect the Architect, its principals, officers and employees, and the District, its directors, officers, agents and employees, from any and all claims, suits, actions of any nature for damage to property and for personal injury, including death, arising out of or in any way connected with the services provided under any agreement with Palomar. The coverage shall include, in addition, all automobiles operated by the Architect that are covered while going to and from the site of the performance of services to Palomar, and while operating motor vehicles on Palomar property. Limits of this insurance shall be a minimum of \$1,000,000 per occurrence, with aggregate of \$3,000,000 per policy year.

#### **Workers Compensation Coverage**

Architect, its principals and employees are independent contractors, and not employees of Palomar. As an independent contractor Architect shall carry workers compensation coverage with an approved provider in the State of California. The Architect shall defend and indemnify at its sole cost and expense, Palomar, its directors, officers, agents, and employees from and against all claims, demands, actions, and proceedings arising under the California Labor Code and/or regulations for workers compensation benefits, including disability claims for long term rating and compromise.

#### **Professional Liability Insurance (Errors and Admissions)**

Architect shall have in place, and keep in force during the term of any agreement entered into hereunder; including tail coverage sufficient to cover all applicable statutes of limitation for the services rendered hereunder, professional liability insurance in an amount of \$1,000,000 per occurrence and an aggregate of no less than \$3,000,000. Architect and each of them individually, shall provide the following information to Palomar prior to entering into any agreement arising out of this RFQ:

- A. A statement of disclosure of all complaints filed against the Architect, any of its

principals and employees, or any of them, with California State licensing authorities for their particular specialty/profession, at any time during the last five years immediately preceding Architect's response to this RFQ, and a brief discussion of the disposition thereof.

- B. A Dun & Bradstreet or similar report on the Architect for its business/profession, current as of the date of submittal of its response to this RFQ. (This information shall be sealed in the separate envelope and District shall keep it confidential). Financial Statements to include: Most recent and current Balance sheet, income statement, statement of cash flows, and any other pertinent information including current financial, liquidity, and activity ratios that serve to validate the firm's financial viability, stability and current profit/loss position.
- C. Reliable credit references, including one Banking reference for the Architect's business account activities for the past five years immediately preceding their submission of reply to this RFQ, including the execution of a written release in favor of District authorizing District, its authorized agents and employees to obtain Banking and credit status for the past five years immediately preceding their reply to this RFQ.
- D. Certification Regarding Debarment, Suspension or Ineligibility for Award. The following certification is applicable only to contracts for \$25,000 or more, which are funded by Federal funds. By signing this Agreement, Respondent certifies that:
  - (A) Respondent and any of its principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
  - (B) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

**ATTACHMENT B**  
**NON-COLLUSION AFFIDAVIT**

State of California )  
 )  
County of \_\_\_\_\_ )

I, \_\_\_\_\_ declare as follows:

That I am the \_\_\_\_\_ of \_\_\_\_\_,

the party making the foregoing proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

\_\_\_\_\_  
Proper Name of Proposer

\_\_\_\_\_  
*Signature of Authorized Agent/Officer*

\_\_\_\_\_  
Date

**ATTACHMENT C**  
**HOLD HARMLESS AGREEMENT**

The Firm agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, or any nature whatsoever, which may be incurred by reason of:

Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Firm or any person, firm or corporation employed by the Firm upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence, willful misconduct, or active negligence of the District, its officers, employees, agents or independent consultants who are directly employed by the District; and

Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Firm, or any person, firm, or corporation employed by the Firm, 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 work covered by this agreement, whether said injury or damage occurs either on or off school District property, if the liability arose from the negligence or willful misconduct of anyone employed by the Firm, either directly or by independent contract.

The Firm, at his own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim, demand or liability, 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.

SUBMITTED BY:

\_\_\_\_\_  
Proper Name of Proposer

\_\_\_\_\_  
*Signature of Authorized Agent/Officer*

\_\_\_\_\_  
Print Name of Authorized Agent/Officer

\_\_\_\_\_  
Print Title of Authorized Agent/Officer

DATE: \_\_\_\_\_

**ATTACHMENT D**  
**CERTIFICATION REGARDING WORKERS' COMPENSATION**

State of California Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation in one or more insurers duly write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provision of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of work of this Contract.

\_\_\_\_\_  
Proper Name of Proposer

\_\_\_\_\_  
*Signature of Authorized Agent/Officer*

\_\_\_\_\_  
Date

In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.

Exhibit B – RFQ