



# **REQUEST FOR QUALIFICATIONS / PROPOSAL FOR**

**RFQ 204-22  
CONSTRUCTION MANAGEMENT-Agency Services  
Including Prop M Projects**

**RFQ Deadline for Submittal:  
3:00 P.M., WEDNESDAY, MAY 25, 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**

## **NOTICE TO CONSTRUCTION MANAGERS**

### **Request for Qualifications/Proposal (RFQ 204-22) Construction Management – Agency Services**

**NOTICE IS HEREBY GIVEN** that the Palomar Community College District (the "District") of San Diego County, California, acting by and through its Governing Board, will receive up to **3:00 p.m., on May 25, 2022** responses from highly qualified firms to provide Construction Management – Agency (CM-Agency) services to assist the District with its construction of the Fallbrook, LL Remodel and Athletics Complex projects. In addition to the quality and resources of the firm, the District is interested in augmenting its staff with extraordinarily qualified individuals from the firm whose experience are commensurate with the needs of the project.

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-rfq-and-rfps/>

All qualified firms and persons shall have current licenses as required to complete the inspection 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").

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.

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, 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: April 26, 2022 & May 3, 2022

## **TABLE OF CONTENTS**

SECTION I: BACKGROUND-----	4
SECTION II: INTRODUCTION-----	4
SECTION III: EQUAL OPPORTUNITY EMPLOYER -----	5
SECTION IV: NON-COLLUSION-----	6
SECTION V: REJECTION AND WAIVERS OF RESPONSES-----	6
SECTION VI: PUBLIC RECORDS ACT -----	6
SECTION VII: INFORMATION FOR RESPONDENTS-----	6
SECTION VIII: TYPES OF SERVICES REQUESTED-----	7
SECTION IX: SERVICES TO BE PROVIDED BY CONSTRUCTION MANAGER -----	8
SECTION X: MINIMUM QUALIFICATION CRITERIA -----	9
SECTION XI: RFQ RESPONSE CONTENTS/FORMAT -----	9
SECTION XII: EVALUATION/SELECTION/AWARD OF CONTRACT PROCESS-----	12
ATTACHMENTS -----	14-17
A: INSURANCE	
B: NON-COLLUSION AFFIDAVIT	
C: HOLD HARMLESS	
D: WORKERS' COMPENSATION	

# **REQUEST FOR QUALIFICATIONS FOR CM-Agency SERVICES**

## **SECTION I: BACKGROUND**

The Palomar Community College District (hereinafter District) completed a comprehensive Educational and Facilities Master Plan in 2002 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 decided to request approval of the local electorate of a \$694 million bond issue. Approval was received from the electorate on November 7, 2006.

It is important for the respondents to the Request for Qualifications (RFQ) to recognize that a significant amount of planning has been completed by the college faculty, staff and consultants. The District is designing a new Athletics project and Student Retention Center (LL Remodel) on the San Marcos campus as well as a new 40,000 SF New Instructional and Administrative building called the Fallbrook 40 project at the Fallbrook Education Center campus.

## **SECTION II: INTRODUCTION**

The District is seeking highly qualified firms to provide Construction Management – Agency (CM-Agency) services to assist the District with its construction of the Fallbrook, LL Remodel and Athletics Complex projects. In addition to the quality and resources of the firm, the District is interested in augmenting its staff with extraordinarily qualified individuals from the firm whose experience are commensurate with the needs of the project. The CM-Agency firm selected will act as District staff augmentation to assist the District in oversight of the projects.

All Responses shall be received electronically, by 3:00 pm on May 25, 2022 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 this Request for Qualifications (RFQ)/ Request for Proposal (RFP) in the format as described in Section VII.

All qualified firms and persons shall have current licenses as required by the state of California. The District reserves the right to reject any or all applicants, and to waive any irregularities or informalities in the RFQ and RFQ process. The District is an equal opportunity employer.

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.

## **ATHLETICS PROJECT**

The Athletics Project will be completed in 2 phases. Both phases will be delivered using a hard-bid GC delivery method. HMC Architects is the Architect for both phases. Phase 1 is being called the Stadiums project as it entails the construction of a new Softball and Football stadium adjacent to Mission Road on the San Marcos campus. The Stadiums project is currently out to bid and is anticipated to be awarded for construction in June, 2022. The construction budget for Phase 1 (including all GC fees and costs) is \$21,000,000. Construction is anticipated to start in June 2022 and be complete in a total of 13 months.

Phase 2 of the Athletics Project is being called the Athletics Fieldhouse project and it will be located just north of the north end zone of the new football field on the San Marcos campus. It consists of a single story approximately 20,000 SF building. The design is currently in the Construction Documents phase and plans are expected to be submitted to DSA in June of 2022. It is expected to have the DSA permit in December 2022 with an anticipated construction start in March 2023. Construction is expected to take 12 months to complete. There will be some overlap of construction of phases 1 and 2 for the Athletics project. The construction budget for Phase 2 (including all GC fees and costs) is \$16,000,000.

#### **FALLBROOK 40**

The Fallbrook 40 project is a new approximately 40,000 SF, 2 story instructional and student services building located at the District's Fallbrook Education Center campus on Horse Ranch Creek Road in Fallbrook. The project Architect is HMC Architects and the project will be delivered using a CM@Risk delivery method. The CM@Risk has not yet been selected and the award of the CM@Risk will take place after the award of the CM-Agency contract. Please note that the CM-Agency firm selected for this project **WILL NOT** be allowed to compete for the CM@Risk contract for this project.

The project design is currently in the Design Development Phase with submission of plans to DSA expected to be in October 2022 with the permit expected to be issued in June 2023. Construction is anticipated start in August 2023 and take 22 months. The construction budget for the Fallbrook 40 project (including all GC fees and costs) is \$38,000,000.

#### **STUDENT RETENTION CENTER**

The Student Retention Center, or LL Remodel project will consist of the remodel of the existing Library building (LL) and turning it into a new Student Retention Center facility. The program of the project has yet to be developed. It is anticipated that the entire interior of the existing building will be demolished back to structure and all new MEP systems will need to be provided except for select existing equipment.

The design Architect and CM@Risk firms have not yet been selected for the project. RFP's for these 2 scopes of work will be issued by the District in mid 2022. Since the design of the project has not yet begun, the CM-Agency scope of work for this particular project will include full pre-construction services. It is anticipated that the design will commence in May 2023 with the design process taking 14 months and DSA review taking an additional 8 months. The design is expected to be complete in July 2024. Construction is anticipated to start in March 2025 and be complete in June 2026 in a total of 14 months. The construction budget (including all CMR fees and costs) is \$27,000,000. Please note that the CM-Agency firm selected for this project **WILL NOT** be allowed to compete for the CM@Risk contract for this project.

It is the District's intent with this RFP that interested CM firms can submit on one or both of the Fallbrook 40 and Athletics Complex projects in this one RFP thereby saving both the CM Firms and the District time and effort in the award of these projects. The District may elect to award both projects to one CM Firm or award one project each to two different CM Firms. The District will request proposals for the Student Retention Center project from each of the successful CM-Agency firm(s) at a later date once more information about the project has been developed.

It is the District's intent to award the projects to the most qualified CM Firms based upon firm experience both in general terms and similar project experience, experience of proposed staffing both during preconstruction and construction, and cost.

#### **SECTION 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.

#### **SECTION 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.

#### **SECTION 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.

#### **SECTION 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.

#### **SECTION VII: INFORMATION FOR RESPONDENTS**

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

RFQ Submittals: Deadline for submittals is May 25, 2022, not later than 3:00 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 #204-22: Construction Management-Agency Services* (Postmarked no later than May 25, 2022). The District will not accept any responses after the deadline date & time. Also no oral, telegraphic, facsimile or telephone statements will be considered. The District **does not** require firms to submit a printed hard copy of the proposal.

The District will 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 May 16, 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 May 19, 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 (CM) for personal injury or property damage sustained in the performance of these services, however caused.

### **SECTION VIII: TYPES OF SERVICES REQUESTED**

The Construction Management firm will serve as staff augmentation to the District's Facilities Department in the implementation of the Athletics, Fallbrook 40 and Student Retention Center (LL Remodel) construction projects. This RFQ will be for CM-Agency services.

It is anticipated that the CM will assist during the entire duration of the design phase of the project where applicable, and manage each assigned project from the pre-construction phase to project close-out as applicable.

The CM will assist the District with the following activities, including but not limited to:

#### **Pre-construction Phase**

- Participate in the design phase on a continuous basis.
- Review design documents for constructability, scheduling, consistency and coordination.
- Provide "Value Enhancement" suggestions which reduce project cost with minimal to no impact to project quality
- Facilitate the preparation of supplemental conditions for the specifications.
- Prepare a summary CPM schedule for the project to use for bidding purposes.
- Review construction estimates developed by the Architect and CM@Risk at the end of Schematic Design, Design Development and 50% Construction Documents and resolve discrepancies.
- It is the CM-Agency's responsibility to provide feedback and information continuously throughout the design process to ensure the design stays within the project budget.
- CM-Agency shall assist in the management of the design schedule to ensure the project remains on schedule.

#### **Procurement Phase**

- Facilitate outreach activities to raise awareness among suitable prime trade contractors, especially local contractors.
- Facilitate pre-bid conferences, including job walks.
- Review addenda for constructability.
- Facilitate public bid opening and evaluation.
- Assist District's Contract Services and Facilities' departments in responding to bid protests.
- Prepare cost analysis of winning bids against available budget.
- Determine responsiveness of winning bids and make recommendations on entering into contracts.

#### **Construction Phase**

- Review final CPM construction schedule.
- Review and track the schedule of submittals and alert the District of potential schedule delays.
- Coordinate construction logistics between the Contractors and the District's Facilities staff, examples to include:
  - Coordination with academic school calendar.
  - Scheduling of construction activities to prevent impacting school activities.
  - Scheduling around final exams.
  - Scheduling around the first two weeks of any new semester.
  - Awareness of special campus events.
- Attend pre-construction conferences with trade contractors.
- Provide qualified on-site supervisory staff for duration of project.

- Establish and maintain communication protocol between District's Facilities' staff, trade contractors, architects, DSA inspector and other related parties.
- Facilitate and support architect's construction administration processes.
- Track RFIs, shop drawings, samples, and other submittals, distributing to appropriate Palomar Facilities team members when required.
- Assess and evaluate disputes, taking the lead in dispute resolutions.
- Actively promote teamwork.
- Facilitate project site meetings.
- Assess and evaluate validity of all change order requests (CORs), fostering awareness of issues with Facilities' staff.
- Assess and evaluate accuracy of pricing on all change order requests (CORs) taking the lead in negotiating fair and equitable resolutions and managing schedule impacts.
- Review monthly construction progress and prepare weekly status reports and monthly project reports for Owner. CM-Agency shall provide copies of their daily construction reports complete with photographs of progress and "issue" areas.
- Review recovery schedules when applicable.
- Prepare monthly budget reports for Facilities' staff (can be included with monthly project reports.)
- Prepare and route monthly pay requests for contractors and testing labs.
- Verify schedule of values.
- Determine substantial completion and payments.
- Coordinate the preparation of the punch-list and implement corrective work.
- Assist with the scheduling and coordination of installation of FF&E.
- Coordinate with the DSA Inspectors for timely inspection services.
- Monitor overall budget and schedule and advise Facilities of any trends that affect the timely completion of the project.
- Review the activities of the Construction Inspector in the performance of the Construction Inspector's duties.
- Review DSA Inspector's daily, weekly, and monthly reports.
- Maintain daily diary describing general events, noting problems and unusual events.

#### **Close-Out Phase**

- Coordinate close-out procedures.
- Coordinate the training of M&O staff on every building system.
- Track the submittal of the record drawings and specifications.
- Track the submittal of the O&M manuals, warranties/guarantees, and certificates.
- The owner expects a complete and accurate record set of drawings and approved submittals. These must be in both electronic and printed format. The electronic format must be in pdf format, with all approved submittals and RFI's hyper-linked within the same document. Prepare final accounting report.
- Prepare occupancy plan report, including assisting the District with final occupancy and moving procedures.
- Track all contractor-related DSA documentation and submit to the Architect for DSA certification.

#### **SECTION IX: SERVICES TO BE PROVIDED BY CONSTRUCTION MANAGER**

- Personnel to act as District staff augmentation that will act as the eyes and ears of the District on a daily basis during the construction of the project(s) assigned to them including pre-construction activities when applicable.
- During the design process, CM-Agency staff may work from their office as the meetings will be intermittent.
- The District will provide office space in their Maintenance & Operations building for CM-Agency staff for both projects that are being built on the San Marcos campus. The CM@Risk who is



awarded the project will provide a jobsite office trailer for use of the CM-Agency staff for the Fallbrook 40 project for the duration of construction.

#### **SECTION X: MINIMUM QUALIFICATION CRITERIA**

*In order to be considered for this program, the Construction Management firm must meet all of the following criteria:*

1. **Location:** The CM-Agency firm must be a professional firm based in California and must have a local office.
2. **Firms General Experience:** The CM-Agency firm must have a minimum of five (5) years experience managing substantial size (\$25+million) construction projects in the State of California. Experience in a variety of project delivery methods is essential.
3. **Firm's Relevant Experience:** The CM-Agency firm must have experience with a minimum of 5 educational institutions in California which must be public educational construction projects.
4. **Experience with Outside Governmental Agencies:** The CM-Agency firm must be able to demonstrate their experience in managing projects that require the approval of public agencies, i.e., DSA, OSHPD, etc.
5. **Relevant Staffing:** The CM-Agency firm's proposed staffing must have a minimum of ten (5) years' experience managing public educational construction projects either as the project manager or superintendent.
6. **Operational Support:** The CM-Agency firm must be experienced in local estimating and have scheduling support, as well as a database of local construction costs.
7. **Insurance Requirements:** The selected CM-Agency 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 \$2 million per occurrence for Workers Compensation
  - \$2 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.

#### **SECTION XI: RFQ RESPONSE CONTENTS/FORMAT**

**RFP 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 #204-22 CONSTRUCTION MANAGEMENT - AGENCY SERVICES* (Postmarked by May 25, 2022).

**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 in electronic format from the information requested and labeled "Additional Information".

**Contents of RFQ Submittal:** Each respondent shall provide the following information in the order listed below:

- (A) Letter of Interest (No Points): Brief letter of introduction on CM's letterhead expressing your interest in providing professional services and your qualifications. Also include the firm's principal contacts in connection with this RFQ, to include their telephone, fax numbers and email address.
- (B) Construction Management Experience (200 points): Provide a profile of experience for all members of the team. This section shall include all of the following:
1. The CM's firm's experience with projects for public educational construction.
  2. Resumes of all key members of the team who will be working on these projects; how long the members of the team have been working together and a list of similar projects that this team has worked on and completed.
  3. The CM's demonstrated expertise in managing large complex projects on a fully functioning educational campus.
  4. CM's demonstrated experience in the following:
    - Successful project delivery using a variety of delivery methods including CM Multi-Prime and CM@Risk.
    - Managing LEED projects.
    - Successful project closeout.
    - Public educational construction projects.
    - Successful team player.
    - Ability to bring a wide variety of individuals, groups, and administrators together and reach consensus.
    - Cost estimating within the North San Diego County construction environment.
  5. Ability to plan and execute work effectively, meet deadlines, interfaces with public and educational administrators.
  6. Ability to communicate effectively.
  7. Identification of the location of the office which will service the District.
  8. Any added value your firm can bring to the District's projects.
  9. Ability to provide an experienced Project Manager/Superintendent to serve as the District's day-to-day point of contact. Please list the team member who will serve in this position for each project and the length of time he/she has been with the firm in the proposed fees and costs section of the proposal.
  10. Ability to manage a project similar in nature to the Athletics and Fallbrook 40 projects and to meet all the needs of the District.
- (C) References (100 points): Information and references on public project work, preferably for public educational projects, performed by the CM. Please include the following information:
1. Include a minimum of **five (5) completed** public educational construction projects) dates of completion, CM members directly involved, budgets, and references. (The District will check references and may request that the listed references furnish additional references of respondent's work.)

2. List of contractor references for construction management services.
  3. List of Architect references for construction management services.
  4. List of Program Manager for construction management services.
  5. Provide authorization from the "CM" and all principals thereof to allow the District to make oral and/or written inquiries of all references listed, regarding your qualifications, performance, reasonableness of fees and charges, and quality of final results.
- (D) Current Projects (50 points): List of architects or contractors that you are currently, or have recently worked with, on similar projects in southern California.
- (E) Insurance (25 points): Provide information on the types and amounts of insurance carried by the CM, including GLC, automobile liability, Workers Compensation, and Professional Liability Coverage. Minimum limits of insurance required by the District for consultant and sub-consultants are as follows:
- Commercial General Liability Insurance (CGL) with a combined single limit of not less than \$2,000,000 each occurrence/\$4,000,000 in the annual aggregate.
  - Business Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 each accident.
  - Professional Liability (Errors & Omissions) Insurance with a limit not less than \$2,000,000 each occurrence/\$4,000,000 in the annual aggregate.
  - Workers' Compensation Insurance as required by the state of CA.
- (F) Litigation (25 points): Please list and submit in a sealed envelope marked "confidential", true copies of any judgments and any other evidence of liability that has been the result of alleged negligent design by the CM, or any of its current or former members (proposed on this project) during the past five (5) years preceding response to this RFQ. This information will not be made public but will be kept confidential by the District.
- (G) Proposed Fees and Costs (200 points): The CM-Agency shall provide cost proposals for either the Athletics project (both phases) and/or the Fallbrook 40 project as part of this proposal. If submitting on both projects, the proposer shall provide 2 clearly separate proposals – one for each project within this section.
- Cost proposals shall include the following information:
- Name(s) and role(s) of the proposed staff that would be assigned to each project.
  - A company staffing rate sheet indicating hourly rates (inclusive of all overhead and profit) for all potential staff that could be assigned to the project or requested by the Owner at a later date if needed.
  - Total cost proposal for each project for the stated construction duration of the project as noted in this RFP. This would be the proposed contract amount for the project if the CM-Agency firm is selected by the District.
- (H) Additional Documents (No Points)
- A. Insurance & Financial Responsibility Requirements
  - B. Non-Collusion Affidavit
  - C. Hold Harmless Agreement
  - D. Certificate Regarding Workers' Compensation

**SECTION XII: EVALUATION/SELECTION /AWARD OF CONTRACT PROCESS**

The District's evaluation, selection and award of contract process are as follows:

1. The selection committee shall screen and rate all submittals based upon the complete responsiveness as requested in the RFQ Contents/Format, Section VII of the RFQ.
2. The selection committee will select the "CM or CMs" that will be submitted to the Governing Board for approval based upon proposal scores.

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## **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 CMs under the RFQ shall provide to the Office of Contracts Services 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 CMs 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 CMs, 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. Limits of this insurance shall be a minimum of \$2,000,000 per occurrence, with aggregate of \$4,000,000 per policy year. The coverage shall include, in addition, all automobiles operated by the CMs 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**

CMs, its principals and employees are independent contractors, and not employees of Palomar. As an independent contractor CMs shall carry workers compensation coverage with an approved provider in the State of California. The CMs 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)**

CMs 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 \$2,000,000 per occurrence and an aggregate of no less than \$4,000,000. CMs 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 CMs, 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 CMs' response to this RFQ, and a brief discussion of the disposition thereof.
- B. A Dun & Bradstreet or similar report on the CMs 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 CMs' 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.