

Consultant Qualification Application

I. Introduction

California enacted Prop 35 in 2000 and it requires a competitive selection process for hiring Construction Consultants. Accordingly, the Board of Trustees of the San Mateo County Community College District has determined that construction consultants who wish to do business with the District, and its three colleges, College of San Mateo, Skyline College and Cañada College, should complete the Consultant Qualification Application. The completed and successful Application will allow consultants the opportunity to prequalify with the District. In broad terms a successful outcome of this process means that the District will consider Consultant's qualifications when assessing the need for professional expertise on future projects. The District will provide a complete listing of qualified Consultants on its website at:

http://smccd.edu/facilities/prequalconsultant.php

The District completed the first phase of its Capital Improvement Program (CIP) in Spring of 2007. The second phase of the CIP is nearing completion with only a handful of projects remaining. Fortunately, in November 2014, voters in San Mateo County voted (66.4% favorable) to pass Measure H, a \$388M bond measure that will allow the District to complete the modernization/construction/reconstruction projects as envisioned in the 2015 Facilities Master Plan Amendment that was approved by the Board in January 2015. The District is currently working on the roll out of these projects and construction on some of the projects should begin in early 2016.

II. General Conditions

A. Submittal Overview

Professional consultants must complete the attached Application in order for the District to consider prequalification status. The District understands that all information submitted for evaluation is official information acquired in confidence. Accordingly, the District will maintain confidentiality to the extent permitted by law. All submitted Applications become the property of the District.

- The District's review includes an appraisal of the candidates' background, project experience and project successes. If necessary, the District may request a personal interview.
- Submission of an Application does not imply that the District will automatically provide District projects to the consultant. The District will base selection for future projects on the Consultants qualifications and the applicability of their skill set to the project requirements. However, without completion of this process, selection of the consultant for District project will not be a viable option for the District.
- Submitters may withdraw their Application by written request at any time.
- Submission of a signed Application will be interpreted to mean that the Submitter has thereby agreed to all conditions, instructions, descriptions and specifications contained herein.

Further, by taking place in the prequalification process, the District understands that the consultants have read and agree to the District's Professional Services Agreement (PSA). Sample PSA's can be found at:

http://smccd.edu/facilities/prequalconsulthowto.php

- At its discretion, the District reserves the right to reject submittals or waive any irregularities or informalities therein. The acceptance of a submitted application creates no obligation on the part of the District.
- If applicable, professional consultants who are submitting applications to the District must indicate deviations in a separate specification sheet attached to the Application.
- In the event of any conflicts or ambiguities between these instructions and State or Federal laws, regulations or rules, then the latter shall prevail.
- The consultant's completed application shall be clear and concise. It shall demonstrate fully that the consultant has considerable experience and expertise, in addition to the knowledge of the requirements to consult for the District.

B. Interpretation of Qualification Application

Any explanation requested by an Applicant regarding the meaning or interpretation of this Request for Statements of Qualification must be requested in writing to <u>plan@smccd.edu</u>. Oral explanations or instructions will not be binding. If the District determines that a consultant does not qualify because of responses to this application form, the consultant retains the right to request a formal, written response from the District explaining the decision. The District will work diligently to ensure that consultants are able to meet prequalification requirements based on their professional history.

C. Submittal

Consultants shall submit Applications in the format specified, completed and signed. Please review application for completeness. **Incomplete or unsigned applications will be returned.** ALL submittals shall consist of one (1) digital copy sent via email to <u>plan@smccd.edu</u> or delivered on a Compact Disc or USB thumb drive to:

SMCCCD Facilities Planning Department 3401 CSM Drive San Mateo, CA 94402

Consultants seeking clarification of the Application process should submit their questions in writing to plan@smccd.edu.

Cost of preparation of the submittal shall be borne by the submitter.

III. Instructions for Application Submittal

The purpose of this Application is to demonstrate your firm's ability to provide the required architectural, engineering and professional construction consultant services in the public works market. For consistency in response, **please index and number all pages**.

A completed Application will include the following:

- 1. <u>Cover Letter</u> Consultants will submit a one-page Introductory Letter and include the following: the legal name of the Consulting firm or person, address, telephone, website and fax numbers, as well as email addresses of principal contacts.
- 2. <u>Table of Contents</u> A Table of Contents of the material contained in the Application should follow the Cover Letter. Tabbed and labeled organization is appreciated.
- **3.** <u>Executive Summary</u> The Executive Summary should contain an outline of your business approach along with a brief summary (3 pages maximum) of your qualifications to engage in a professional relationship with the San Mateo County Community College District.
- 4. <u>Completed Application</u>. Submitter shall include a completed Application attached to this document, as **Exhibit A and Exhibit B**.

Exhibit A should include the following sections:

- A. Contact Information
- B. Business Profile & License
- C. Safety
- D. Prevailing Wage Provisions
- E. Litigation & Arbitration History
- F. Fee Schedule
- G. Insurance

Exhibit B should include the following sections:

- A. Experience
- B. Resumes of Proposed Key Personnel
- C. Recent Projects
- D. Board Goals
- E. Additional Information

EXHIBIT A

Qualification Application

Consultants shall complete the Application below and submit it in accordance with Instructions provided by the District.

<u>A: CONTACT INFORMATION</u>

Firm/Consultant Name:

Business Address:

Telephone/Fax:

Contact Email:

Web Address:

B: BUSINESS PROFILE & LICENSE

Year Established:

Corporation

Proprietorship Par

Partnership Joint Venture

Other (please describe):

Business Focus (general practice, institutional, commercial, etc.)

Services provided (check all categories in which your firm is qualified and experienced)

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Expiration Date:

The Firm/Consultant must be licensed in the State of California. Name of license holder on file with the applicable State of California licensing entity:

Licensing Entity:

License Classification & Number:

Number of year's license has been issued under firm name:

1. Within the past five years, has the firm been subject to disciplinary action by the Licensing Entity?

YES NO If yes, please provide details of each action on attached page.

2. Have officers or principals of the firm ever had their consultant's license suspended or revoked for any reason?

YES NO If yes, please explain on attached page.

C: SAFETY

1. Has there been an inquiry or charge by the U.S. Department of Labor, Division of Industrial Relations against your firm within the past five (5) years?

| YES | NO | If yes, attach description of inquiry or charge and its status. Include: |
|-----|----|--|
| | | Project Name, Project Address, Date of Inquiry/Violation, |
| | | Description of Inquiry/Violation, Current Status and/or Resolution. |

- 2. Does your firm have any outstanding judgments, demands or liens resulting from violations of the California Labor Code, California Business and Professions Code or State Licensing laws?
 - YES NO If yes, attach description of outstanding judgment(s), demand or lien and its status. Include: Project Name, Project Address, Date of Inquiry/Violation, Description of Inquiry/Violation, Current Status and/or Resolution.
- 3. Is your firm currently under investigation by any Federal or state agency for failing to comply with Federal or state laws, including but not limited to the California Labor Code, California Business and Professions Code or State Licensing laws?
 - YES NO If yes, attach description of investigation and its status. Include: Project Name, Project address, Date of Inquiry/Violation, Description of Inquiry/Violation, Current Status and/or Resolution.

D: PREVAILING WAGE PROVISIONS

NO

1. Has Submitter been fined, penalized or otherwise found to have violated any prevailing wage or labor code provision?

YEŜ

If yes, attach description of violation and its status. Include: Project Name, Project Address, Date of Inquiry/Violation, Description of Inquiry/Violation, Current Status and/or Resolution.

E: LITIGATION AND ARBITRATION HISTORY

On your letterhead, please list all current or pending projects within the last ten (10) years where <u>claims were</u> <u>made against your firm</u>, including the nature of the dispute and the disposition. Further, in a separate list include <u>claims you made against an Owner or General Consultant</u>, resulting in litigation, arbitration, mediation or settlement. The attached sheets **must** contain all of the following information listed below for each claim:

- Project Name
- Project Location
- Owner/Client Name
- Nature/Description of Claim
- Date Arbitration or Litigation Commenced
- Initial Claim Amount
- Date Resolved
- Disposition
- Court

F: FEE SCHEDULE

- 1. Please provide a listing of all applicable billing rates on your **company's letterhead**.
- 2. In addition to providing a unit price list, submit an itemized hourly fee schedule for:
 - a) Field time--Minimum charge and interval of calculation
 - b) Regular business hours and hourly rates outside of regular business hours
 - c) Report preparation charges
 - d) Reimbursement markup
 - e) Other miscellaneous charges not outlined in the Application, as applicable
 - f) The unit prices shall include all associated inspection services, material sampling, testing, repairs, expenses, insurance, printing, plotting, communications, shipping, travel, overhead and profit. In addition, please indicate a minimum call out charge, overtime rates for inspection services and expedited rates for testing results. Indicate clearly when overtime and expedited rates apply. If this calculation for unit prices does not apply to your profession, please indicate so.

Any diagrams or supplementary supporting materials should be included as appendices with appropriate references.

If your company is approved through this process the prices provided shall be in effect for one year from the date of notification. These prices shall be in effect whether the consultant(s) are billed directly by the District or not.

G: INSURANCE

1. Professional Liability Insurance is a standard requirement of the District. (See **Attachment A** for insurance requirements for Professional Services)

Submitter has reviewed the attached insurance requirements required by the District for professional services. This firm maintains or can obtain these coverages prior to potential award of a professional services agreement.

Yes No

- 2. Other Requirements for this application:
 - a. Provide details of consultant's insurance history for previous 5 years:

Agency Name:

Contact Name:

Telephone:

Email:

Carrier:

A.M. Best Rating:

b. Has Submitter ever had insurance terminated by a carrier?

YES NO If yes, explain on a separate signed sheet marked with correlating cross-reference to this paragraph of the questionnaire.

c. Insurance Declaration:

The undersigned declares under penalty of perjury that the insurance limits indicated above are true and correct and that this declaration was executed in

County:

State:

Date:

Signature:

Name and Title - Printed or Typed

Representing Insurance Company Name

Firm Name

Address

Telephone:

Fax:

Email:

d. Include a copy of your insurance firm's Certificate of Liability (ACORD form GC-20 10 11 85 or equivalent) and accompanying endorsement form. (Please see sample Certificate of Insurance form noted as <u>Appendix 1</u> on page 14).

H: Acknowledgement and Release

The District reserves the right, for the sole purpose of evaluating consultants, to make inquiries as permitted by law.

By signature and date on this document, the consultant authorizes any financial institution, credit reporting agency and/or service, legal firm or any other type of business, agency or individual named within this document to release to the District (or District's designated representative) any and all information as that information relates, or could relate, to their ability to evaluate the background, stability and general worthiness of this applicant to perform current or future architectural, engineering and professional service construction consultant activities if approved and awarded a contract by the District.

This Acknowledgement and Release shall remain in effect until the applicant, in writing, requests that the District cease any attempt to evaluate the potential approved applicant for architectural, engineering and professional construction consultant services on the campuses of the San Mateo County Community College District. An electronic or scanned copy of this page (with the applicant's signature and date) shall be deemed as valid as an original document with the applicant's original signature.

Authorized Signature:

Application Prepared By:

| Consultant's Name: | Consultant's Title: |
|--------------------|---------------------|
| Telephone: | Fax: |
| Email address: | Date: |

EXHIBIT B Description of Qualifications

A. EXPERIENCE

Provide a **Comprehensive Narrative** of the architectural, engineering and professional construction consultant services offered by your firm. The narrative should contain the information listed below, as applicable to your firm's services. If an item does not apply to the types of services your firm provides, please note it as "not applicable" in your narrative.

- 1. Detail your firm's experience in higher education, including community colleges, state colleges, and universities.
- Describe your firm's knowledge of K 14 construction in California, including understanding and knowledge of Field Act requirements, as related to construction in community colleges.
- 3. Provide a description of budgeting, cost and quality control methods that your firm employs.
- 4. Describe your firm's philosophy of designing within budget and provide specific examples from these projects.
- 5. Depict your firm's experience and approach to value engineering.
- 6. Explain your firm's approach and experience with the Division of the State Architect (DSA).
- 7. Describe in general your firm's experience in and approach to
 - a. Planning and Design
 - b. Cost Estimating
 - c. Bidding and Awarding Construction Contracts
 - d. Construction Administration
 - e. Project Management
- 8. Shed light on how your firm approaches modernization projects vs. new construction projects.
- 9. Describe how your firm shares information with the project team throughout the life of a project.
- 10. Clarify how your firm handles discipline coordination.
- 11. Describe your firm's philosophy of integrated design, sustainability, and environmental stewardship.
- 12. Provide examples of sustainable/green design projects that your firm has accomplished. Discuss your LEED certification experience and your firm's approach to sustainability.
- 13. Explain how your firm incorporates the commissioning process into design requirements.
- 14. Has your firm been disqualified from working for the District or any other public entity.
- 15. Detail your experience with the Design-Build construction delivery method.

Consultants may add supplementary information if such information would assist in the analysis of the Consultant's application.

B. RESUMES OF PROPOSED KEY PERSONNEL

The District is interested in knowing more about the managerial and supervisory people associated with the consultant and their backgrounds. Accordingly, Consultants should describe experiences including a minimum of three public educational projects. Include the description, scope of projects, and construction costs. Provide contact names and phone numbers. Describe your experience with the Division of State Architect (DSA) on recent projects.

Summarize similar project experience below and provide the detailed project information requested (attach additional sheets, if necessary).

List Key Personnel that will be assigned to the Work on the District projects: Project Manager: Project Architect or Engineer:

C. RECENT PROJECTS

In addition to getting to know the personnel assigned to the District, the District is interested in knowing the breath and reaches of the consultant's portfolio and work history. On your letterhead, please list a minimum of **three recent projects** completed for an Educational or Public entity in the past five years. The Attached sheets **must** contain all of the following information for each project:

- Project Name
- Location
- Owner
- Owner Contact Name
- Owner Contact Telephone/Fax/Email
- Architect/Engineer
- Architect/Engineer Contact Name
- Architect/Engineer Telephone/Fax/Email
- Const. Mgr. or Project Mgr. Name
- Const. Mgr. or Project Mgr. Telephone/Fax/Email
- Description of Project, Scope of Work Performed
- Total Construction Cost
- Total Change Order Amount
- Original Scheduled Date of Completion
- Time Extensions Granted (number of days) Actual Date of Completion
- Number of Stop Notices filed by Sub-consultants or Suppliers
- DSA Experience

D. BOARD GOALS

The Board of Trustees for SMCCCD has specific board goals that it wishes for the campus construction. These goals include:

- The use of Local Firms on District projects,
- The use of emerging and underrepresented businesses,
- The use of apprentices and graduates of the District colleges on projects,
- Sustainable construction methods

Please describe in two or three paragraphs how your firm will assist the District in reaching these goals.

E. ADDITIONAL INFORMATION

The District is requesting the following information for statistical and demographic purposes only. Completion of Section E is optional.

Composition of Firm Ownership, circle appropriate answer:

Ethnicity:

| African American or Black (greater than 50%) | YES | NO |
|---|-----|----|
| American Indian or Alaskan Native (greater than 50%) | YES | NO |
| Asian or Asian American (greater than 50%) | YES | NO |
| Caucasian or White (greater than 50%) | YES | NO |
| Hispanic or Latino (greater than 50%) | YES | NO |
| Native Hawaiian/Pacific Islander (greater than 50%) | YES | NO |
| Multi-Ethnic Ownership (50% minority, 50% non-minority) | YES | NO |
| Filipino (greater than 50%) | YES | NO |
| Gender: | | |
| Female (greater than 50%) | YES | NO |
| Male (greater than 50%) | YES | NO |
| Disabled Veteran Business: | | |
| YES NO | | |

Attachment A

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

(Excerpted from SMCCCD's Short-Form Professional Services Agreement which indicates the <u>minimum limits</u> of coverage. District reserves the right to modify these requirements, including limits, based on the nature of the project or other special circumstances.)

1. Consultant's Duty to Show Proof of Insurance Prior to the execution of this Agreement, Consultant shall furnish to District Certificates of Insurance showing satisfactory proof that Consultant has taken out for the entire period required by this Agreement, as further described below, the following insurance. Said insurance shall be in a form satisfactory to District and with an insurance carrier satisfactory to District, authorized to do business in California, and rated by A. M. Best & Company A or better, financial category size IX or better. Consultant's insurance shall protect those described below from claims described below that arise, or are alleged to have arisen, out of or resulting from Consultant's acts or omissions for which Consultant may be legally liable, whether performed by Consultant, or by those employed directly or indirectly by Consultant, any Subconsultant, or by anyone for whose acts Consultant may be liable:

2. Commercial General Liability Insurance

- 2.1 Commercial general liability insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, blanket contractual liability, broad form endorsement, products and completed operations, personal and advertising liability, with per limits of not less than \$2,000,000 annual general aggregate and \$1,000,000 each occurrence.
- 2.2 Excess Liability Insurance

Excess liability insurance, on an "Occurrence" form, coverage should apply and follow form over primary coverages shown above. Limits must apply per any one occurrence and general aggregate annually; and Annual Aggregate Products and Completed Operations. The following are required excess limits of liability: \$2,000,000 Bodily Injury and Property Damage Liability, \$2,000,000 General Aggregate, \$2,000,000 Products and Completed Operations.

2.3 <u>Business Automobile Liability Insurance</u> Business automobile liability insurance with limits not less than \$1,000,000 each occurrence including coverage for owned, non-owned and hired vehicles.

2.4 <u>Workers' Compensation Insurance</u>

Workers' Compensation Employers' Liability limits required by the laws of the State of California. Consultant's Worker's Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

2.5 Professional Liability Insurance

Professional Liability Insurance satisfying either of the two following requirements: (a) specific to this Project only, with limits not less than \$1,000,000 each claim, or (b) limits of not less than \$2,000,000 each claim and aggregate. Such Professional Liability Insurance shall apply to and insure against Consultant's negligent acts, errors or omissions in connection with services to be provided under this Agreement, and shall contain no exclusion for claims of one insured against another insured. Such Professional Liability Insurance policy shall be maintained for a period of five years after the Completion of the Services.

3. Insurance Terms and Conditions

3.1 <u>Status of SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT as Additional</u> Insured:

The SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT and its Trustees, officers, officials, agents, representatives, employees, and volunteers, shall be named as additional insureds on Consultant's primary and excess Commercial General Liability policy, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.

- 3.2 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the monetary limits of Consultant's insurance policy.
- 3.3 Certificates of Insurance shall include the following statement: "Written notice of cancellation, non-renewal or of any material change in policy shall be mailed to District 30 calendar days in advance of the effective date thereof."
- 3.4 Consultant's (and if applicable Subconsultant's) insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insured shall be called upon to contribute to a loss covered by the primary insurance. Any District insurance shall be excess and noncontributing to any insurance available to the District as an additional insured under Consultant's (or any Subconsultant's) primary and excess Commercial General Liability policies provided pursuant to this Agreement.
- 3.5 Nothing contained herein shall be construed as limiting in any way the extent to which Consultant, Subconsultants or any of their employees may be held responsible for payment of damages resulting from the Services.
- 3.6 If Consultant (or any Subconsultant if applicable) fails to maintain any required insurance, District may (but is not obligated to) obtain such insurance, and may deduct and retain the cost of any premium so incurred from any sums due Consultant under this Agreement.

END OF ATTACHMENT A

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| CERTIFICATE HOLDER CANCELLATION | D DESOR |
| SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLI THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELI ACCORDANCE WITH THE POLICY PROVISIONS. | |
| San Mateo Community College District | |
| 3401 CSM Drive AUTHORIZED REPRESENTATIVE San Mateo, CA 94402 (Authorized Representative's Signature) | |
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

San Mateo County Community College District, its Trustees, officers, officials, agents, representatives, consultants, employees, and volunteers are named as an additional insured under an "Insured Contract" and evidenced by certificate of insurance on file with us.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.