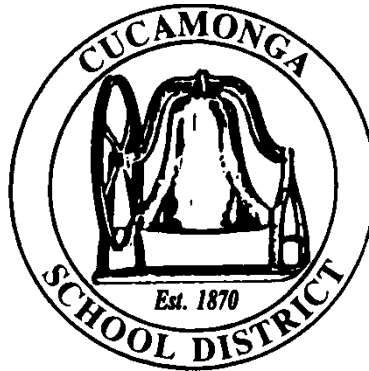


CUCAMONGA SCHOOL DISTRICT



REQUEST FOR PROPOSALS

For

DSA INSPECTION SERVICES – RCMS BLDG. B MODERNIZATION

Issued: June 13, 2022

Due: June 23, 2022, at 2:00 p.m.

Prepared in consultation with:



HELPING SCHOOL DISTRICTS MEASURE UP

5245 Avenida Encinas / Suite A / Carlsbad / CA / 92008
Cell 909.904.7112 / P 760.602.9352 / F 760.602.9341
melinda@ehanda.com / www.ehanda.com

1. SELECTION PROCESS and PROJECTED DATES

The process and projected schedule that the District will utilize in selecting a firm to perform services will be as follows:

<u>Action</u>	<u>Day</u>	<u>Date</u>
a. Notice of RFP Solicitation	M	June 13, 2022
b. Release of Request for Proposals	M	June 13, 2022
c. Last Day to Submit Email of Intent to Respond	Th	June 16, 2022
d. Last Day to Submit Questions	F	June 17, 2022
e. Addenda/Clarifications Issued by District	M	June 20, 2022
f. Deadline for Receipt of RFP Responses -must be received at or before 2:00 p.m.	Th	June 23, 2022
g. Screening/Evaluation	F-M	June 24 to 27, 2022
h. Notice of Intent to Award	T	June 28, 2022
i. Consideration of Firm Recommended for Selection and possible Award of Contract by Governing Board	Th	July 7, 2022

2. DESCRIPTION OF SERVICES AND GENERAL INFORMATION

A. Number of Firm(s) Anticipated to be Selected

The District intends to select a one (1) firm to provide DSA Inspection Services.

B. Background and Description of Services Required

The District is seeking firms with experience with California Public School Districts and Division of the State Architect (DSA)-approved projects.

The District will be modernizing Building B of Rancho Cucamonga Middle School. DSA Inspection Services are required for this project. A class 2 inspector is required. The District is looking to select a class 1 or class 2 DSA inspector.

Inspectors must be certified by DSA to perform DSA/Title 24 inspection work as a DSA Inspector of Record/Project Inspector. All services provided shall conform to the requirements in law, code, regulation, and DSA publications.

The scope of work will include, but not necessarily be limited to:

- Provide competent and proactive project inspection per the requirements of Part 1, Title 24 of the California Code of Regulations, and perform all duties required of DSA Project Inspectors.
- Review proposed Addenda and Change Order Proposal Requests with the District, Facilities Consultant, and the Architect.

- Monitor and coordinate special inspectors and materials testing laboratories.
- Advise the architect, the District, the Construction Manager, and the Facilities Consultant of all non-complying construction.
- Provide the District with daily construction reports on a weekly basis. Provide other reports as may be required or requested. Reports should include work performed, unresolved issues, schedule progress, workers on site, weather conditions, quality control, submittal status, and reporting of any other relevant issues.
- Work with DSA Box
- Timely complete and file all DSA-required reports and forms.
- Attend all construction meetings.
- Verify that record drawings are accurate and kept up to date.
- Assist with DSA closeout.

The successful firm will work well in a collaborative environment. The firm must be comfortable with and proactive in quality control and inspection of all work on the project, including areas that are not reviewed by DSA.

C. Contract Term and Project

The contract signed pursuant to this RFQ will be for the duration of the RCMS Building B Modernization project, anticipated to be between 20 and 24 months.

D. Background of the District

The Cucamonga School District is located in the western region of San Bernardino County in the Cities of Rancho Cucamonga and Ontario. As one of four K-8 elementary school districts in the cities, the students feed into the Chaffey Joint Union High School District. The district has three elementary schools (K-5) and one middle school (6-8) serving a diverse student population of approximately 2443. The district's ethnicity is composed of 70.4% Hispanic, 8.5% White, 14% African American, 3% Asian, and the remaining 3% students identified as American Indian, Pacific Islander, Filipino, and other (Dataquest Enrollment 2020-2021).

3. SUBMITTAL INFORMATION

A. STEP ONE-INTENT TO SUBMIT:

Firms MUST submit an email indicating that the Firm intends to submit a Proposal, to the contact for the District's Facilities Consultant/Program Manager (contact information below), not later than **June 16, 2022.** The email must contain the Firm name, address, and the contact person's name, email, and phone number. Receipt of these emails will be confirmed back. If a confirmation is not received back, it is the Submitter's responsibility to follow-up to assure that they have been added to the Intent to Submit list. The Intent to Submit list will be used to distribute Addenda.

B. FACILITIES CONSULTANT/PROGRAM MANAGER CONTACT:

Firms interested in submitting Proposals are directed to make personal contact only with the person identified below and should not contact District Governing Board members, the Superintendent, Assistant Superintendents or any other officials or staff of the

District. The District may reject Proposals if a Firm or its representatives make direct contact with the District. Firms should contact the District's Facilities Consultant/Program Manager, shown below, concerning any questions:

Melinda Pure
melinda@chanda.com
909.904.7112

Eric Hall & Associates
5245 Avenida Encinas / Suite A / Carlsbad / CA / 92008

C. STEP TWO-SUBMIT WRITTEN QUESTIONS, IF NEEDED:

All written questions received will be answered in writing and sent to all firms then on the Intent to Submit List. *Oral statements regarding this RFP by any person(s) should be considered unverified information unless confirmed in writing.*

1. **To ensure a response, questions must be received in writing by June 17, 2022.**
2. The District reserves the right to revise and clarify this RFP. Revisions to the RFP shall be sent to all firms on the Intent to Submit List. **The last Addendum, if needed, will be issued on June 20, 2022.**

- D. STEP THREE-SUBMIT PROPOSAL:** Each firm shall submit **an original unbound Proposal with three (3) bound copies.** The Proposal package shall be prominently marked with “Cucamonga School District RFP, DSA Inspection Services-RCMS Bldg. B Modernization - 2022” and the name of the firm submitting the Proposal. The unbound original should be secured with a binder clip in the upper left corner. The bound copies shall be stapled or otherwise bound.

E. SUBMITTAL INSTRUCTIONS:

The Proposal shall be submitted to the District, as follows:

1. **Deadline for Submittal of Responses:**
 - i. **No later than 2:00 p.m. on June 23, 2022**
 - ii. *Late Responses will be returned unopened.*
2. **Method of delivery:**
 - i. **Hand delivery, USPS, or other mail/shipping service.**
 - ii. *Responses sent by Facsimile (FAX), or email will not be accepted.*
3. **Delivery Address:**

**Cucamonga School District
Attn: Cucamonga School District RFP, DSA Inspection Services-
RCMS Bldg. B Modernization - 2022
8776 Archibald Avenue,
Rancho Cucamonga, CA 91730**

F. ADDITIONAL SUBMITTAL INSTRUCTIONS AND GENERAL INFORMATION:

1. Submission of Proposal by facsimile or e-mail is not acceptable. The Submitter is entirely responsible for the means of delivering the Proposal to the appropriate office on time. Delays due to internal routing of misdirected proposals or due to verbal directions given by District staff or other reasons shall be the

responsibility of the Submitter. Thus, each Proposal must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery.

2. Submitters are required to disclose any relationships with the District and execute the non-collusion affidavit included with this RFP.
3. The original Proposal shall be submitted and *signed in blue ink*, by an authorized individual or officer of the firm submitting the Proposal.
4. The Board of Education of the District reserves the right to accept or reject any or all Proposal submittals and may waive any minor deviation in any submittal. The District's waiver of any minor defect shall in no way modify the RFP documents or excuse the Submitter from compliance with every other provision of this RFP. The Board of Education of the District reserves the right to negotiate with any or all responsible submitters.
5. Submitters shall be responsible for any and all costs and expenses that they may incur in preparing the Proposal. The District shall have no obligation whatsoever for costs of Proposal preparation, interview (if applicable), fee negotiation or any other costs associated with this RFP or any Proposal submitted in response to this RFP.
6. **LATE SUBMITTALS WILL NOT BE ACCEPTED.**
7. Modifications of Proposal submitted by a Submitter after the submittal deadline will not be considered unless the District requested the modifications.
8. Each Proposal shall be reviewed to verify that the Submitter has met the minimum requirements of the RFP. Submitters must follow the required format specified in this RFP in order to facilitate District review.
9. The District reserves the right to cancel this RFP at any time.
10. Selection under this RFP does not guarantee that the project will be assigned to the Submitter. The District may elect to not proceed with a project at its discretion. The District may also issue future solicitations that may augment or supersede this solicitation.
11. Proposals become the property of the District and may be returned only at the District's option and at the Submitter's expense. Information, excluding Submitter's financial information, if any, contained therein shall become public documents subject to the Public Records Act. Rates and prices charged for services do not constitute financial information.
12. The District reserves the right at any time to extend any of the deadlines in this RFP.

13. The form of Agreement under this RFP is subject to final review and approval by the District's legal counsel and Board.

14. Documentation associated with this RFQ is available by email from melinda@ehanda.com.

4. ITEMS FOR INCLUSION IN THE REQUIRED SUBMITTAL DOCUMENTS:

All Proposals shall address the following items in the order listed below and shall be identified in the submitted Proposal to match the following list.

A. Cover Letter

Addressed to: ***Cucamonga School District
8776 Archibald Avenue
Rancho Cucamonga, CA 91730
Re: Cucamonga School District RFP, DSA Inspection
Services-RCMS Bldg. B Modernization - 2022***

The cover letter should include the following business information:

1. Business name and contact information including mailing address, phone number, fax number, email address, website
2. Number of years in business
3. Form of Business Organization (sole proprietor, partnership, corporation/type)
4. Name, DSA certification number, and classification of proposed inspector

B. Resume of the Proposed Inspector

1. Provide the Resume of the proposed inspector.

C. Experience of the Proposed Inspector

1. List at least five (5) prior projects of the proposed inspector. Provide the project name, date, and District. Describe the project scope in one to two (1 to 2) paragraphs.

D. Proposal/Pricing

1. The RCMS Bldg. B Modernization Project duration is anticipated to be 20 to 24 months. The inspector may provide an hourly rate and/or a monthly rate, and an anticipated total cost based on a duration of 24 months.

E. Required Attachments

1. **“CERTIFICATION” FORM**
2. **“ACKNOWLEDGEMENT OF ADDENDA” FORM**
3. **“NON-COLLUSION DECLARATION” FORM**

5. EVALUATION

Firms submitting a Proposal are advised that all Proposals will be evaluated to determine the firm that will best meet the needs of the District. Evaluation will include, but not necessarily be limited to the following criteria:

1. Cover Letter/Business Information
2. Proposal/Pricing
3. Resume of DSA Inspector to be assigned
4. Project Experience, including District experience

6. INSURANCE REQUIREMENTS:

Submitters shall maintain in force, during the full term of the contract, insurance described below, unless it is determined by the District to be not applicable.

- A. The Submitter shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than one million dollars (\$1,000,000).
- B. The Submitter shall carry Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) combined single limit, bodily injury, and property damage liability per occurrence, including:
 - 1) Owned, non-owned and hired vehicles;
 - 2) Blanket contractual;
 - 3) Broad form property damage;
 - 4) Products/completed operations; and
 - 5) Personal injury.
- C. The Submitter shall carry Professional Liability insurance, including contractual liability, with limits of one million dollars (\$1,000,000), per occurrence. Such insurance shall be maintained during the term of the Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of the Agreement adjusted for inflation. Failure to maintain professional liability insurance is a material breach of the Agreement and grounds for immediate termination.
- D. Each policy of insurance required in b. above shall name District and its officers, agents, and employees as additional insureds; shall state that, with respect to the operations of Submitter hereunder, such policy is primary, and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Submitter shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Submitter shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Submitter fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Submitter, and in such event, Submitter shall reimburse District upon demand for the cost thereof.

- E. If Submitter subcontracts any portion of Submitter's duties, Submitter shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced, in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than five hundred thousand dollars (\$500,000) per occurrence.

7. COVID-19 REQUIREMENTS:

Contractor shall at all times ensure that its operations and performance of the work is in compliance with all applicable Federal, State, and local laws, regulations, codes, and health orders addressing the COVID-19 pandemic, now and in the future. This obligation includes, but is not limited to the following:

- A. San Bernardino County Health Orders: Any applicable and updated San Bernardino County Health Orders, as well as all applicable Appendices, currently existing, and those that may be imposed in the future.
- B. District Policies/Procedures: The Contractor shall be responsible for ensuring its activities on District property are at all times in compliance with the District's safety and security protocols, including but not limited to the District's COVID-19 requirements for any persons entering onto/working on District property.
- C. COVID Legislation SB 1159/AB 685: The Contractor shall ensure timely notification to its employees, those of its subcontractors, and local and state public health officials of COVID-19 cases at workplaces in accordance with AB685, including ensuring appropriate District representatives receive copies of all such required notices. These notifications will help Contractor and/or District workers take necessary precautions such as seeking testing, getting medical help, or complying with quarantine directives.
- D. Responsibility for Contractor/Subcontractor Employees: The Contractor shall at all times remain responsible for compliance with these requirements with regards to the Contractor's and/or subcontractors' employees. At no time shall the District be responsible for any claims, costs, etc., incurred by the Contractor and/or its subcontractors with regard to the COVID-19 requirements for the project. In addition, Contractor shall indemnify and defend the District from any claims arising out of Contractor's failure to comply with all applicable COVID-19 requirements set forth herein pursuant to the Indemnification provisions of the Contract Documents.

CERTIFICATION

**Board of Trustees
Cucamonga School District**

RE: Request for Proposals – DSA Inspection Services – RCMS Bldg. B Modernization - 2022

Dear Members of the Board of Trustees:

The undersigned, doing business under the firm name of

_____,
having carefully examined the Request for Proposals (RFP) and the Instructions, certifies that it is competent to perform all of the duties required therein, and is willing and able to contract for the performance of the required services as specified in the RFP and as required by law.

I certify that all information contained in this Proposal is true and correct to the best of my knowledge and that I am authorized to submit this Response on behalf of the firm.

SUBMITTED BY:

COMPANY

ADDRESS

CITY/STATE/ZIP

SIGNATURE

PLEASE TYPE OR PRINT NAME

TITLE

DATE

PHONE

NON-COLLUSION DECLARATION FORM

RE: Request for Proposals – DSA Inspection Services – RCMS Bldg. B Modernization -
2022

I, _____, hereby swear and

declare that I am the _____

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

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

Dated this _____ day of _____ 20____, at _____ California.

Signature

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

RE: Request for Proposals – DSA Inspection Services – RCMS Bldg. B Modernization -
2022

The undersigned acknowledges receipt of the following Addenda, all as listed below. The cost, if any, of such Addenda revisions has been included in the rates and prices of your submittal.

A. Addenda Number _____ Dated _____

B. Addenda Number _____ Dated _____

C. Addenda Number _____ Dated _____

D. Addenda Number _____ Dated _____

E. Addenda Number _____ Dated _____

Name of Submitter _____

Name of Authorized Signer: _____

Signature: _____

Date: _____