

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT



REQUEST FOR QUALIFICATIONS NO. 83 FOR LEASE LEASE-BACK DELIVERY METHOD FOR VARIOUS CONSTRUCTION PROJECTS

STATEMENT OF QUALIFICATIONS (SOQ) DEADLINE DATE

September 8, 2010 at 4:00 p.m.

SOQS MUST BE SUBMITTED TO

SAN BERNARDINO UNIFIED SCHOOL DISTRICT
Facilities Management/Maintenance & Operations Department
956 W. 9th Street
San Bernardino, California 92411
Phone: (909) 388-6100
Attention: **Peace Aneke**

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PURPOSE OF THE RFQ:

NOTICE IS HEREBY GIVEN that the San Bernardino City Unified School District (SBCUSD) acting by and through its Governing Board, hereinafter referred to as the District, is soliciting and issuing this Request for Qualifications (“RFQ”) and will receive up to, but no later than **September 8, 2010** by **4:00 p.m.**, statements of qualification (“SOQ”) from interested firms and entities who can provide lease lease-back (“LLB”) Delivery Method (“Services”) for various District projects. All qualified providers of services described in the Request for Qualifications (RFQ), including local entities and firms (“LLB Entities”) are encouraged to submit their SOQs. LLB Entities with experience in LLB delivery method in the State of California are eligible to submit responses to this RFQ. This RFQ describes the submittal requirements, details of the scopes of services for the intended project, the selection process and the minimum information that must be included in response to this RFQ. It is the intent of the District to pre-approve a group of LLB Entities (Pre-approved Firms) for engagement in the selection process for Lease Lease-Back (LLB) projects.

SOQs must be submitted in a sealed envelope, addressed as indicated on the front page, with the name and address of the firm in the upper, left corner, under which should be clearly printed: RFQ No. 83 – LEASE LEASE-BACK DELIVERY METHOD FOR VARIOUS CONSTRUCTION PROJECTS.

PREQUALIFICATION OF LLB ENTITIES:

This RFQ is being undertaken by the District to pre-qualify a group of firms to provide LLB delivery method for various construction projects. The District may conduct interviews with few of the respondents to determine the final pre-approved firms. Upon approval of the pre-approved firms by the Board of Education and identification of LLB projects (Projects), the District will provide the pre-approved firms with plans and specifications for the identified Project(s) along with the contract documents, and instructions on submittal of a Guaranteed Maximum Price (“GMP”).

The District may negotiate a Contract for one or more of the Projects with one or more pre-approved firms best qualified for the specific Project(s), as determined by the District to be in the best interest of the District, at compensation that the District determines is fair and reasonable. Should the District not be able to negotiate a satisfactory contract with the firm(s) considered to be the most qualified at a price the District deems reasonable, negotiations with those firms may be formally terminated. The District may then undertake negotiations with other pre-approved firms for a specific Project. **Contracts will only be entered into and executed between the selected firm(s) and the District for a specific project.**

The District reserves the right to require the selected firm(s) to enter into a Preliminary Service Agreement for pre-construction services, including but not limited to, design coordination with the District Architects, constructability reviews, value engineering or quality assurance reviews and to provide a

recommendation report to the District.

The District has obtained or anticipates to obtain Division of the State Architect (“DSA”) stamped plans for its Projects. Currently, at least two of the Projects have DSA stamped plans.

The Project(s) may be funded by one or more of several funds available to the District such as State of California matching funds, hardship funds, general obligation bond funds and other funding sources.

GENERAL BACKGROUND ON THE DISTRICT:

The San Bernardino City Unified School District is currently the seventh largest school district in California with approximately 66 schools in operation and a student enrollment of approximately 52,365 students. Currently the district has 44 elementary, 10 middle/prep high, 8 high schools, 3 specialty schools and 1 adult school.

For additional information on the District, please visit the San Bernardino City Unified School District Internet web site at www.sbcusd.k12.ca.us or by calling (909) 381-1100.

***SOQs TIMELINE:**

Request for Qualifications Issued	August 12, 2010
Deadline for Questions about the RFQ.....	August 26, 2010
Due Date for submittal of the SOQs	September 8, 2010
Anticipated Board Approval Date.....	October 19, 2010
Anticipated Notification to Pre-approved Firms.....	October 22, 2010

* Dates are subject to change.

QUESTIONS AND CLARIFICATION OF THE REQUEST FOR QUALIFICATIONS

Questions, Explanation and Clarification of any kind in regards to this RFQ shall be directed in writing to Peace Aneke, Contract Analyst, Facilities Management/Maintenance and Operation Department at Peace.Aneke@sbcusd.com; Requests should be addressed by no later than 4:00 PM, August 26, 2010;.

If addenda to this RFQ are issued, Respondents are solely responsible for and must acknowledge receipt of addenda in the RFQ responses. Failure to acknowledge and respond to any addenda issued by the District may render the Respondent's RFQ submittal to be deemed non-responsive and it may be rejected.

The District will advise all Firms known to have received a copy of the RFQ of responses to the requests received for explanation or clarification, either by email or via facsimile and on the District and Facilities Department websites at <http://www.sbcusd.com/bids.aspx>; and www.sbcusdfacilities.com, respectively. All Firms are advised to check the aforementioned District websites for any updates.

CONTENTS OF THE STATEMENTS OF QUALIFICATIONS

Firms must submit one (1) original and three copies of their SOQ. All SOQ should address the following items in the order listed below. The SOQ are to demonstrate the qualifications, competence and capacity of the firm:

1. **Cover Letter/Letter of Interest** - Include a cover letter stating the eligibility of the firm to respond to this RFQ, a brief description of the firm and statement of interest.
2. **Table of Contents** – The Table of Contents shall reflect the order stated herein and shall include section titles and page numbers. Include a complete and clear listing of headings and pages to allow easy reference to key information.
3. **Firm Data “Attachment 1”** – Each Firm must completely answer the questions in Attachment 1 of the RFQ. Note: **Questions may be answered in other sections of the SOQ if clearly and conspicuously identified on the questionnaire.** The following shall be stated:
 - a. **Description Of Firm’s Company** – Include a description of qualifications for providing the requested services. Include information regarding the size of the company, location of the office from which the required services would be performed, nature of work performed, and years in this particular business. The Firm shall provide an affirmative statement that it is independent of the District as defined by generally accepted standards.

- b. **Firms Personnel and Staffing Resources** – Submit resume(s) or profiles of the individual(s) who will be assigned to provide the requested services, including their qualifications and recent related experience providing LLB delivery method. Include an affirmative statement that the firm and all assigned key professional staff are currently properly licensed to perform the services. Provide an organizational chart containing the names of all key positions (including, but not limited to, Project Managers and all Superintendents, if applicable), joint venture partners, and sub-consultants with titles and their specific tasks assignment.
- c. **Capacity & Methodology** – Describe how the firm will provide services and fulfill the requirements and expectations of the District and this RFQ. Use this section to address the ability of your company to undertake and accomplish the required scope of services while meeting any deadlines. This would include the firm's approach and methods for carrying out the Scope of Services, Exhibit A.
- d. **Experience and References** – Description of past performances of LLB delivery method services and related experience. The Firm is required to submit a list of its most relevant services provided in the last five (5) years as a lease lease-back service provider firm that are of the approximate size of services described in the Scope of Services, Exhibit A, including any School Districts projects. The list shall include the size of the project, scope of the work, date services were performed, number of hours of service for the project, client company name, client contact name and phone number and the total cost of each project.
- e. **Past Performance Record** - For the LLB entity, indicate if there has been an occurrence for each of the following. If YES, then, please describe in detail the circumstances for the respective occurrence:
- Failure to enter into a contract once selected.
 - Withdrawal of a SOQ as result of an error.
 - Termination or failure to complete a contract.
 - Debarment by any municipal, county, state, federal or local agency.
 - Involvement in litigation, arbitration or mediation as a part of an LLB Project.
 - Conviction of the LLB entity or its principals for violating a state or federal antitrust law by bid rigging, collusion, or restrictive competition between bidders, or conviction of violating any other federal or state law related to bidding or contract performance.
 - Knowing concealment of any deficiency in the performance of a prior contract.

- Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
- Willful disregard for applicable rules, laws or regulations.

Information regarding any of the above may be deemed to indicate an unsatisfactory record of performance. Failure to disclose requested information will result in automatic rejection of a submittal and disqualification of the LLB entity from participation on District projects.

- f. **Financial Information and Capacity** – The LLB Entity shall provide the following financial documentation to substantiate their ability to handle assigned projects:
- A current report from any commercial credit rating service, such as Dunn and Bradstreet or Experian.
 - A letter from a California admitted surety or insurance company stating bonding limit for both payment and performance bonds which can be applied to this Project.
 - A letter from an insurance company indicating ability to provide insurance along with applicable, maximum limits of coverage.
 - Indicate current value of all work the Firm has under contract, including all commercial general liability coverage, automobile coverage, worker’s compensation and all other applicable umbrella or coverage amount.
- The specific schedule of requirements for insurance coverage will be made available to the pre-approved Firms.
- g. **Safety Records** – The LLB entity shall provide a description of safety record for the company and subcontractors for the last five (5) years. Safety records below the national averages provided by the federal government may be an indication that the LLB Entity has an unsatisfactory record of safety.
- h. **Customer Service Commitment** – Describe your ongoing commitment to providing outstanding customer service.
- i. **Additional Information** - Firms are encouraged to provide additional information or description of resources the firm feels is pertinent to the RFQ.
4. **Equal Employment Opportunity Certification “Attachment 2”** – Firm needs to certify that compliance with the federal requirements are met.
5. **Worker’s Compensation Insurance Certification “Attachment 3”** - Complete and sign the Worker’s Compensation Insurance

Certification form. Other proof of Insurance for General Liability, Professional Liability, Public Liability and Auto Liability or a statement of liability shall be required from the successful Firm according to the terms of this RFQ.

6. **Local Business Outreach Program “Attachment 4”**– Firms are requested to submit the District’s Local Business Outreach Program (LBOP) registration form. The District is using this form to monitor the participation of local professional service providers in the Facilities Capital Improvement Program. Copies of the LBOP registration form is attached hereto as Attachment 4.

At a minimum, the following documents will be required of the selected Firm(s):

- Preliminary Service Agreement
- Site Lease and Facilities Lease Agreement, including GMP
- Names of assigned Project Personnel, including subcontractors
- Performance and Payment Bonds
- Insurance Certificate
- Proof of DOJ Fingerprinting clearance
- W-9 Form (IRS Form 1099)

PREPARATION AND SUBMITTAL OF THE STATEMENTS OF QUALIFICATION

SOQ Submittal and Deadline

One original and three copies (4 total) of the SOQ must be submitted under sealed cover by no later than **4:00 p.m. on September 8, 2010**. Mark your company name, SOQ title and SOQ deadline on the outside of the sealed SOQ envelope or box.

SOQ shall be delivered to the attention of:

Peace Aneke, Contract Analyst,
Facilities Management/Maintenance and Operations Department,
San Bernardino City Unified School District,
956 W. 9th Street,
San Bernardino, CA 92411

It is the sole responsibility of the Firm submitting the SOQ to ensure that their SOQ and any amendments are actually received in the office prior to the deadline time and due date. Unless this RFQ is extended by a written amendment, SOQ received after the time on the due date, will not be considered. Fax, email or telegraphic SOQ will not be accepted.

Statements of Qualification Completeness

SOQs shall be completed in all respects as required by the instructions herein. A SOQ may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A SOQ will be rejected if, in the opinion of the District, the information contained therein was intended to mislead the District in the evaluation of the SOQ.

Submittals will be opened privately to assure confidentiality and to avoid disclosure of the contents to competing Firms prior to and during the review, evaluation, and negotiation processes. However, to the extent that the submittals are public records under California law, they may be released to members of the public if specifically requested under applicable law.

SBCUSD Not Responsible For Preparation Costs

All costs incurred in the preparation, submission and/or presentation of Firms responding to the RFQ including, but not limited to, the Firm's travel expenses to attend any pre-conferences, oral presentations, long distance charges, and negotiation sessions, shall be the sole responsibility of the Firm and will not be reimbursed by SBCUSD.

SBCUSD shall not pay for any costs incurred for this SOQ or contract preparation as a result of termination of this SOQ or termination of the contract resulting from this SOQ.

Right To Use Ideas

All SOQ and other materials submitted become the property of the SBCUSD. SBCUSD reserves the right to use any ideas presented in any response to the SOQ. Selection or rejection of the SOQ shall not affect this right.

Modification Or Withdrawal Of SOQ

A Firm may modify or withdraw a SOQ after submission by written request of withdrawal and re-submission, provided that the SOQ withdrawal is prior to the due date deadline specified.

Amendments

Firms are advised that the District reserves the right to amend this RFQ at any time. Amendments will be done formally by providing written amendments to all potential Firms known to have received a copy of the RFQ and/or by publishing the amendment on the District websites: www.sbcusdfacilities.com; and <http://www.sbcusd.com/bids.aspx>; .

Award Of SOQ

This SOQ implies no obligation to award contracts to any Firm. If it is in the best interest of the District, the District retains the sole and absolute right to select the firm that best meets the District requirements. The award is subject to acceptance by the Governing Board of the San Bernardino City Unified School District. The District reserves the right to reject all SOQ.

Ownership Of Documents

All SOQ and materials submitted in response to this RFQ shall become the property of the District and shall be considered a part of the Public Record. In addition, all site specific, customized designs, drawings, specifications documents, notes and other work developed in the performance of any contract resulting from this SOQ are the sole property of SBCUSD and may be used by SBCUSD for any purpose without additional compensation other than site adaptation design costs to the successful Firm. However, DSA Pre-Checked ("PC") pre-approved designs utilized by the District (except site specific customized designs using PC designs as the basis) shall remain the sole property of the author. Successful Firm agrees not to assert any rights or to establish any claim under the design patent or copyright laws.

GENERAL TERMS AND CONDITIONS

Equal Opportunity

The Firm shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines.

No discrimination shall be made in the employment of persons because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel. Complete the Equal Opportunity Certification form, attached herein as Attachment No. 2, and return with the SOQ.

Completion of Work and Liquidated Damages

Work shall be commenced on or after the date stated in the District's Notice to the Firm to Proceed with each Agreement and shall be completed by the Firm in the time frame specified in the Agreement. If the work is not completed in accordance with the foregoing, it is understood that the District will suffer damages, and not as a penalty, the sum stipulated in the amount included in each executed Agreement per calendar day that the work remains incomplete beyond the completion date will be deducted from the amount owed by the District to the Firm.

Waiver or Breach of Contract

No term or provision of this contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or subsequent breach, except as may be expressly provided in the waiver or consent.

Covenant against Gratuities

The Firm warrants by signing hereon that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Firm or any agent or representative of the Firm, to any officer or employee of the District with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, the District shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which Firm agreed to supply shall be borne and paid for by the Firm. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

Waiver and Severability Clause

One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. If any

provision of this RFQ or Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire RFQ or Agreement shall be severable and remain in effect.

District Obligation

Receipt of SOQ and responses to this SOQ does not obligate the District in any way. The District reserves the right to accept or reject any or all SOQ, to waive any irregularities or informalities in any SOQ or in the SOQ process.

Approval To Start Work

The successful Firm may not perform work on any assignment of project until an Agreement has been fully executed and approved by both parties and all appropriate documentation has been received and approved by the District, and a purchase order has been issued. SBCUSD shall not be responsible for work done, even in good faith, prior to approval of the agreement and purchase order issuance by the District.

Assignment

This contract shall not be assignable in whole or in part without written consent of the District. It is the policy of the District to withhold consent from proposed assignments, or subcontracts when such transfer of responsibility would operate to decrease the District's likelihood of receiving performance on the contract. The District does not normally object to the granting of assignments for financial purposes, provided that the original Firm retains all of its responsibilities and obligations under the contract. In the event of any assignment hereunder to which the District has consented, each such assignment shall contain a provision that further assignments shall not be made to any third or subsequent party without any additional written consent of the District.

Firm's Power And Authority

The Firm warrants that it has full power and authority to grant the rights herein granted and will hold the District hereunder harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Firm declares that it will not enter into any arrangement with any third party, which might abridge any rights of the District under this contract.

Disputes

If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute among them via agreement and thereafter by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation. All parties shall share the costs of any mediation proceedings equally.

Bonding

The LLB Entities that are pre-approved and selected for any specific Project will be required to furnish a Payment Bond (Material and Labor) and a Performance Bond in the amount of one hundred (100) percent each of the contract price.

STATEMENTS OF QUALIFICATION EVALUATION

Evaluation Committee:

A District Evaluation Committee will determine which, if any, SOQ is in the District's overall best interest to accept. During the evaluation, the District may request clarifications, explanations and answers from a Firm. The District may request any or all Firms to come on site and participate in a presentation and/or interview in regards to their SOQ. Firms must be able to come on site within two days of request, unless another date has been agreed upon.

The District reserves the right to conduct negotiations with any or all Firms as determined by the DISTRICT to be in the best interest of the District.

Evaluation Criteria:

The evaluation of the SOQ will include but not be limited to the following criteria:

1. **Statements of Qualifications Packet** – Completeness and clarity of SOQ content.
2. **Firm Qualifications** – Company size, years in business, licenses and certifications, etc.
3. **Firm's Personnel and Staffing Resources** – Professional qualifications and specialized experience of the proposed staff including the quality of the firm's professional personnel to be assigned to District projects and the quality of the firm's management support personnel to be available for technical consultation and/or assistance;
4. **Capacity & Methodology** – Current capacity and likelihood of the Firm to successfully meet the needs of the District and fulfill the requirements of each executed Agreement(s) within the timelines given.
5. **Experience & References** – Experience and expertise of the firm in providing LLB delivery services to other public entities of comparable size and scope, especially a school district.
6. **Past Performance Record** - Feedbacks and reviews from previous clients, and specifically school districts, on lease lease-back projects overseen by the LLB Entity.
7. **Financial Capability** – Financial resources and stability of the LLB Entity and demonstration of expertise in financé and funding issues of the District building projects.
8. **Safety Records** – Safety records of the LLB Entity and subcontractors for the past five (5) years and their acceptable level on the national averages as provided by the federal government.
9. **Customer Service** - Willingness and availability of the Firm to assist the District in the assessment, evaluation, administration, procedures, presentations and reporting requirements.

EXHIBIT A

SCOPE OF SERVICES

The LLB Entity shall work under the direction of the District Facilities Management personnel, the Construction Manager (if retained for any specific project), and the District Architect through completion of construction and project closeout. It is conceivable that any LLB project might be a component of a larger construction project. The LLB Entity shall work with the District contracted consultants as necessary to further develop the project(s) and ensure proper coordination with other District construction projects. The District will require an open book policy with the LLB entity and its construction team. The District will retain access to subcontractor bids, value engineering back-up, contingency breakdown and tracking, general conditions breakdown and tracking, and Lease-Lease-Back Entity fees. Change orders will be issued for owner directed changes and unforeseen conditions only. However, the tasks may include all services described hereunder:

Design/Pre-Construction Services:

- Monitor the design of the project as it develops, through the review and updating of the DSA approved construction documents, to ensure Project completion within the District's budget.
- Work closely during design, scheduling, phasing, quality assurance and constructability review workshops with the District's Architect, District staff, program management staff and site personnel.
- Conduct value-engineering analysis and prepare report with recommendations to the District.
- Review all project design documents including elements of the Project not included in LLB scope for constructability, scheduling, clarity, consistency, and coordination.
- Make site visits as needed to review the current site conditions. During evaluation, the LLB Entity may make recommendations relating to site based concerns in order to minimize unforeseen conditions.
- Identify, coordinate and confirm all utilities (including points of connection) to assure service to the site and LLB Project, including requesting will-serve letters from all utility agencies servicing the LLB Project and/or site.
- Prepare a critical path schedule on software compatible with the District's standard software, clearly identifying the critical path, along with, all milestones and interdependencies (predecessor and successor relationships).

- Work closely with the District’s Architect to ensure the project meets the sustainability goals for the Project.
- Provide to the District an “Out Reach Program” outlining the efforts the LLB entity will make to include local (within 60 miles of the project location) trade contractors and supplier in the delivery of the project.
- Provide to the District a Guaranteed Maximum Price at the mutually agreed upon milestone.
- Plan the phases and staging of construction, security, staging areas, temporary facilities and controls, fencing, office trailer placement, access, as required.
- Coordinate all the LLB entity’s design and pre-construction activities with the District staff, Construction Manager, if retained by District and District’s Architect of Record.

Construction and Post-Construction Services:

During the construction phase of the project, the selected LLB Entity will be acting as a General Contractor pursuant to Construction Provisions, Facilities Lease, and Site Lease to perform the various trades comprising the entire Scope of Work. The scope of services required, but shall not be limited to, the following:

- Complete the construction of the Project in accordance with the Construction Documents and all applicable State laws, codes and regulations, including Division of the State Architect (“DSA”).
- Work with the District to ensure compliance with city, county and other jurisdictional agency’s regulations and requirements.
- Maintain clear and accurate As-Built Drawings throughout the construction of the project.
- Coordinate with the District’s Architect to expedite the completion of Record Drawings, closeout documents, including specifications.
- Compile operations and maintenance manuals, warranties, guarantees, and certificates.
- Provide the necessary training to the on-site Maintenance and Operations personnel and other District staff on all building systems. This shall include the commissioning of all building systems which will be part of the LLB Entity scope of work.
- Coordinate final testing, documentation and governmental inspections.
- Assist the District in any auditing reporting.

- If required by the District, coordinate with the manufacturer of the Modular Buildings to ensure the project meets the sustainability goals for the project.
- Prepare final accounting and closeout reports.
- Other responsibilities necessary for the completion of the Project in accordance with the contract documents, and requirements of all agencies having jurisdiction.
- Provide all other services which are reasonable and necessary to control the budget and schedule.
- Provide detailed cost and schedule updates. Reports shall provide narrative of the Project's status, budget and schedule.
- Administer and coordinate, on a daily basis, the work of all trade contractors the LLB Entity hires to work on the project. Enforce strict performance, scheduling, and notice requirements. Document the progress and costs of the Project. Report proactively on potential schedule impacts. Recommend potential solutions to schedule problems.
- Work cooperatively with District, the Architect of Record and all the LLB Entity's trade contractors to ensure the Project is delivered on time and within budget.
- Coordinate and attend weekly job site meetings. Evaluate and process payment applications and verify progress.
- Evaluate and track requests for information ("RFI") from the trade contractors and responses thereto. Advise District as to status and criticality of RFIs. Work with District, Architect and Inspector of Record ("IOR") to develop lists of items for correction or completion, incomplete and/or unsatisfactory work ("punch lists").
- Submit necessary reports to all agencies having jurisdiction. Ensure that all other Project participants submit necessary documents.
- Provide a letter to the District certifying total completion of the project in accordance with all applicable codes, regulations and the Contract documents.

ATTACHMENT 1
FIRM QUESTIONNAIRE

The Firm shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a SOQ rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the Firm's firm and/or any of its owners, officers, directors, shareholders, parties or principals.

If the same information is provided elsewhere in your SOQ and qualification materials, then please clearly identify such in the following questions.

Please be advised that the District may request verbal or written clarifications, additional information, an interview or presentation at any time regarding this SOQ.

SECTION A – GENERAL INFORMATION

(1) Firm name, address and contact information:

(2) Telephone: _____ Facsimile: _____

Internet Address: _____

(3) Type of firm: (check one)

Individual Partnership Corporation State

(4) Names and titles of all principals/officers of the firm:

Name	Title	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(5) Please list any applicable certifications and licenses and their associated numbers:

(6) Have you or any of your principals ever conducted similar services under a different name or certification or different license number? _____

a. If Yes, give firm name, address and certification or license number.

(i) Name _____

(ii) Address _____

(iii) License No. (if any) _____

(7) How many years has your firm been in business under its present business name? _____.

(8) How many years of experience does your firm have providing LLB services? _____.

(9) How many public agencies has your firm provided LLB services?
_____.

(10) Please list the public agencies, including any school districts, that your firm has provided LLB services for:

(11) Please attach a short history of the firm including whether it is local, national, or international as well as approximate number of employees at each location. Also provide the number of firm offices and locations.

(12) Please attach a copy of your firm's most recent financial statement or other financial instruments that would establish your firm's ability to complete its obligations under any agreement resulting from this RFQ.

(13) Please attach or list below why your firm should be selected by the District to provide the solicited services.

SECTION B – LEGAL

(14) Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to design construction or LLB services involving a public agency, school or community college district during the prior five (5) years? _____.

(a) If Yes, provide the name of the public agency and briefly detail the dispute:

(15) Have you ever had a service agreement terminated for convenience or default in the prior five (5) years? _____.

(b) If Yes, provide details including the name of the other party:

(16) Is your firm, owners, and/or any principal or manager involved in or is your firm aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? _____.

(a) If Yes, provide details:

(17) Is your firm, owners, and/or any principals or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency? _____.

(a) If Yes, provide details:

(18) Does your firm maintain errors and omissions coverage? _____.

If so, please provide a current copy of the declaration page showing the

maximum liability or policy value.

(19) Will your firm comply with all District, local, State and Federal legal requirements, regulations and laws? _____.

SECTION C – ADDITIONAL INFORMATION

(20) Please provide any other information that may assist the District in ascertaining your qualifications, capability and customer service under any resultant agreement.

SECTION D - REFERENCES

(21) Have you ever had any direct or indirect business, financial or other connection with any official, employee or Firm of the District? Identify any conflict of interest in (a):

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:

(22) Each firm must include the following references:

The Firm is required to submit a list of its most relevant services provided in the last five (5) years as a Lease Lease-Back firm, including School Districts. The list shall include the size of the project, scope of the work, date services were performed, number of hours of service for the project, client company name, client contact name and phone number

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing **Firm Questionnaire pages one (1) through four (4)** is true and correct.

Executed this _____ day of _____, 2010, at

_____, State of _____.
City, County

Company Name

Signature

Title

Print Name

ATTACHMENT 2

EQUAL OPPORTUNITY CERTIFICATION

To: San Bernardino City Unified School District
956 W. 9th Street
San Bernardino, CA 92411

Firm: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (_____) _____ FAX (_____) _____

Number of Employees _____

This firm is:

Independently Owned and Operated

An Affiliate of _____ Parent Company _____

A Subsidiary of _____ Address _____

A Division of _____

This is to certify that we are an Equal Opportunity Employer and have made a good faith effort to improve minority employment.

Signature _____

Title _____

Date _____

ATTACHMENT 3

**FIRM'S CERTIFICATE
REGARDING WORKMEN'S COMPENSATION**

Labor Code Section 3700:

“Every employer except the state and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, 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 employees.”

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

Signature

Name of Principal

Title

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part ____ Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performance of any work under this contract.)



FACILITIES BUSINESS OUTREACH REGISTRATION					
Company Information			RFQ/BID Contact Information		
Company Name		Name		Title/Position	
Address		Cell phone - - -			
		Office phone - - -		Fax - - -	
City		E-mail			
State		Zip		Web Address	
Ownership Type (check type)	Firm Size	License(s)	Disadvantaged Business Certification (check all that apply)		
<input type="checkbox"/> Sole proprietor	Gross \$/yr	<input type="checkbox"/> A – Gen Engrg	<input type="checkbox"/> Small Business Enterprise (SBE)		
<input type="checkbox"/> Corporation	# of Employees:	<input type="checkbox"/> B – Gen Building	<input type="checkbox"/> Disabled Veteran-owned Business Enterprise (DVBE)		
<input type="checkbox"/> Partnership		<input type="checkbox"/> C - Specialty	<input type="checkbox"/> Minority-owned Business Enterprise (MBE)		
<input type="checkbox"/> Nonprofit		C#’s:	<input type="checkbox"/> Woman-owned Business Enterprise (WBE)		
<input type="checkbox"/> Other: (describe)			<input type="checkbox"/> Other:		
Services, Business Goods (CSI divisions per MasterFormat 2004)					
<input type="checkbox"/> Architecture	<input type="checkbox"/> Electronic Safety and Security (28)	<input type="checkbox"/> General Contracting	<input type="checkbox"/> Plumbing (22)		
<input type="checkbox"/> Communications/ IT (27)	<input type="checkbox"/> Engineering	<input type="checkbox"/> HVAC (23)	<input type="checkbox"/> Portable/Mod Facilities		
<input type="checkbox"/> Concrete (03)	<input type="checkbox"/> Environmental (02)	<input type="checkbox"/> Inspection (01)	<input type="checkbox"/> Real Estate, Appraisal, Property Management		
<input type="checkbox"/> Construction Mgmt	<input type="checkbox"/> Equipment (11)	<input type="checkbox"/> Labor Compliance	<input type="checkbox"/> Special Construction (13)		
<input type="checkbox"/> Conveying systems (14)	<input type="checkbox"/> Exterior Improvements (incl landscape/irr) (32)	<input type="checkbox"/> Legal	<input type="checkbox"/> Specialties (10)		
<input type="checkbox"/> Demo/Remediation(02)	<input type="checkbox"/> Financial	<input type="checkbox"/> Masonry (04)	<input type="checkbox"/> Surveying (02)		
<input type="checkbox"/> Doors and Windows (08)	<input type="checkbox"/> Finishes (09)	<input type="checkbox"/> Metals (05)	<input type="checkbox"/> Thermal and Moisture (07)		
<input type="checkbox"/> Earthwork (31)	<input type="checkbox"/> Fire Suppression (21)	<input type="checkbox"/> Moving/Storage	<input type="checkbox"/> Utilities (33)		
<input type="checkbox"/> Electrical (26)	<input type="checkbox"/> Furnishings (12)	<input type="checkbox"/> Plan Room	<input type="checkbox"/> Woods and Plastics (06)		
Business Outreach Profile					
1a. Receive courtesy notices of SBCUSD contract opportunities via: <input type="checkbox"/> USPS <input type="checkbox"/> fax <input type="checkbox"/> e-mail (DISCLAIMER: COURTESY NOTICES DO NOT RELIEVE VENDOR’S RESPONSIBILITY TO SEEK OUT ANY AND ALL SBCUSD NOTICES)					
b. Heard about SBCUSD business outreach program via: <input type="checkbox"/> district <input type="checkbox"/> chamber <input type="checkbox"/> trade assoc <input type="checkbox"/> plan room <input type="checkbox"/> newspaper <input type="checkbox"/> mail <input type="checkbox"/> other:					
2. Local Business Identification (check all that apply, specify city, attach documentation i.e. business license)					
<input type="checkbox"/> San Bernardino County/City:		<input type="checkbox"/> Riverside County/City:		<input type="checkbox"/> Non-local County: City:	
3. “Ed Friendly” Designation (check all that apply)			Contact Name/Tel	School or Ed Friendly Partner	
<input type="checkbox"/> As a business, support SBCUSD education programs (donate time, talent, treasure)					
<input type="checkbox"/> Partner/Subcontract with other local businesses who support SBCUSD ed programs					
<input type="checkbox"/> Interested in learning more about how to become “Ed Friendly”					