

Valley Center Fire Protection District

REQUEST FOR STATEMENTS OF QUALIFICATIONS



Valley Center Fire Station Projects

**VALLEY CENTER FIRE PROTECTION DISTRICT
REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
DESIGN BUILD SERVICES FOR FIRE STATION PROJECTS**

Date: September 30, 2021

Notice is hereby given that the Valley Center Fire Protection District (VCFPD) is soliciting Statements of Qualifications from Design-Build Entities (D-BE) to design and construct a new fire station, a temporary fire station and fire station improvements to serve the community of Valley Center. In accordance with the provisions of the California Public Contract Code Sections 22160-22169, VCFPD is utilizing a two-step process to prequalify, select and award contracts to D-BEs for the design and construction of a new fire station, a temporary fire station and fire station improvements.

The issuance of this RFSQ with the Prequalification Questionnaire is the first step in the process. The VCFPD will score and rank all submittals. The D-BE's with the highest scores will be placed on the VCFPD Fire Station Design Build List and be eligible to advance to the second step in the process (the issuance of Design-Build Requests for Proposal).

The first projects to utilize the Fire Station Design Build List will be Temporary Fire Station No. 3 and miscellaneous fire station improvements. Construction of Temporary Fire Station No. 3 is scheduled to be completed by September 2022. The Fire Station Design Build List, established through this RFSQ process, may be used by the VCFPD to select D-BEs who will receive RFPs for the Temporary Fire Station No. 3 and miscellaneous fire station improvement projects.

The VCFPD anticipates continuing with efforts to raise funds to construct new Fire Station No. 3 to replace Temporary Fire Station No. 3. This fire station and other fire station projects may also be constructed using the design build delivery method. The Fire Station Design Build List, established through this RFSQ process, may be used by the VCFPD to select D-BEs who will receive RFPs for each project.

Respondents are invited to review the information and to submit their Statement of Qualifications in accordance with the criteria established in this RFSQ. Written questions regarding this RFSQ must be received no later than 14 days prior to the due date (October 14, 2021). Questions may then be responded to by written amendment to this document. **Oral statements or instructions shall not constitute an amendment to the RFSQ.** All questions shall be in writing and shall be directed to Robin Biglione via email (robinraeputnam@gmail.com).

Submittal of Request for Qualifications responses must be received by 2:00 p.m., on October 28, 2021.

Sincerely,

Joe Napier
Fire Chief
Valley Center Fire Protection District
28234 Lilac Road
Valley Center, CA 92082

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INTRODUCTION AND OVERVIEW

The Valley Center Fire Protection District (VCFPD) is seeking statements of qualifications from Design-Build Entities (D-BE) to design and construct a new fire station, a temporary fire station and fire station improvements to serve the community of Valley Center.

In accordance with the provisions of Public Contract Code Sections 22160-22169, VCFPD is utilizing a two-step process to prequalify, select and award a contracts to D-BEs for the new fire station, temporary fire station and fire station improvements. To initiate the process, VCFPD is issuing this RFSQ with the attached Prequalification Questionnaire. VCFPD will score and rank all submittals. D-BEs with the highest scores will be eligible to advance to the second step in the process, participation in the various Requests for Proposal (RFP) for Design-Build projects. D-BEs not receiving the highest scores will be notified in writing that they are not eligible to participate in future RFP processes.

Following the ranking of the submittals, VCFPD will proceed on to the second step of the procurement process. The second step will provide significantly more detail regarding project requirements and expectations. Selected Design-Build Entities, from the Fire Station Design Build List, will be invited to submit a response to RFPs for specific fire station and fire station improvement projects. The selection of successful Design-Build Entities will be solely based on the determination of best value by VCFPD, as determined by the evaluation committee, based on a proposal scoring system that will be published in Step two, the RFP.

PROJECT DESCRIPTION

The projects that may utilize the Fire Station Design Build List established by this RFSQ process include Temporary Fire Station No. 3, permanent Fire Station No. 3, and improvements to several existing fire stations. The first projects to utilize the List will be Temporary Fire Station No. 3 and improvements to several existing fire stations, which are described in more detail in the following paragraphs.

Temporary Fire Station No. 3 will be constructed in unincorporated San Diego County in the community of Valley Center. The project site is located northwest of the intersection of Cole Grade Road and Cole Grade Lane.

The temporary station will be enclosed with chain link fencing, with slats, to minimize its visibility from Cole Grade Road. Access is proposed via a gravel driveway located near the northerly property line. The temporary fire station is proposed to include two 864 square foot modular buildings, which are 15 feet tall; a metal carport for one Type 1 Fire Engine, which is 19 feet tall; and, two small storage sheds. The site is proposed to include 14 parking spaces.

Site improvements, including parking, the areas surrounding the modular buildings, carport, storage sheds and utilities, are proposed to be gravel. Pavement is only proposed in areas necessary to facilitate accessibility. Storm drain facilities and a biofiltration basin are also proposed.

Three to five crew members will be on-site per shift. Similar to a permanent station, these crew members will eat, sleep and perform administrative functions related to emergency calls at the temporary station. Limited public access is anticipated for the site. Only handouts with educational material and public postings are anticipated. All other administrative functions will be referred to Fire Station No. 1.

The site will be served by electrical facilities, water from Valley Center Municipal Water District and an on-site septic system. A propane tank and emergency generator will also be located on the site.

In addition to the design-build work related to Temporary Fire Station No. 3, the scope of the first RFP will include significant improvements to two existing fire stations to be further defined in the RFP.

INFORMATION ABOUT THE PROCESS

A complete response to the RFSQ will consist of providing all the forms and information requested in the RFSQ and the Prequalification Questionnaire (Pages B-1 through B-24). This response should be easy to understand, with attachments clearly identified. The front cover should indicate the D-BE's name and address and that the Statement of Qualifications is for the "VALLEY CENTER FIRE PROTECTION DISTRICT REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) DESIGN BUILD SERVICES FOR FIRE STATION PROJECTS".

Submit one (1) clearly marked "Original", four (4) hard copies and one (1) electronic copy of the Prequalification document and attachments to Joe Napier, Fire Chief, at the address noted on the cover page, prior to the due date and time. For purposes of determining responsiveness or non-responsiveness to this procurement if there is a discrepancy, the conforming documentation will be the "Original" hard copy. Prequalification documents should be submitted in a sealed envelope or package clearly marked on the exterior.

NOTICE OF PREQUALIFICATION REQUIREMENTS

Notice is hereby given that VCFPD has determined that all offerors on this project must be prequalified and determined to be one of the highest ranked prequalifying entities prior to submitting a proposal for Step 2, the RFP process. It is mandatory that all Design-Build Entities who intend to submit a proposal for Step 2, the RFP, fully complete the Prequalification Questionnaire, provide all materials requested herein, and be selected and approved by VCFPD as one of the highest ranked prequalifying entities, in order to be on the final qualified list. No proposal will be accepted from a Design-Build Entity that has failed to comply with these requirements.

While it is the intent of the Prequalification Questionnaire and supporting information required therewith to assist VCFPD in determining the offeror responsibility prior to the submission of the proposal, neither the fact of Prequalification, nor any Prequalification rating, will preclude VCFPD from a post-bid consideration and determination of whether an offeror has the quality, fitness, capacity and experience to satisfactorily perform the proposed work and has demonstrated the requisite trustworthiness.

A Design-Build Entity may be found not qualified for many reasons, including but not limited to: (1) Omission of requested information; or, (2) Falsification of information.

MINIMUM BONDING REQUIREMENTS

The Design-Build Entity, individually or as a team, must have the capacity to obtain performance and payment bonds for the full value of the design-build project. Prospective Design-Build Entities that cannot provide bonding at the required amount will not be considered qualified even though they may be qualified otherwise.

SCHEDULE

The following schedule applies to the RFSQ process for all projects described in this RFSQ. The

portion of the schedule that includes the RFP process applies only to the Temporary Fire Station No. 3 project and significant improvements to two fire stations, which will be further detailed in the RFP.

Please note that the schedule for the RFP process(es) for the new fire station and other miscellaneous fire station improvements will be determined in the future.

Event	Anticipated Date*
RFSQ Issued	September 30, 2021
Questions Deadline	October 14, 2021
RFSQ Response Due	October 28, 2021
Request for Proposals issued to Selected Pre-Qualified Firms	December 2, 2021
Request for Proposals due	December 30, 2021
Contract Award	January 20, 2022
PROJECT Completion	September 2022

**This schedule is tentative and may need to be adjusted.*

QUESTIONS

Questions and requests for clarification related to the definition or interpretation of the RFSQ must be submitted in writing, via email to Robin Biglione (robinraeputnam@gmail.com) 14 days prior to the due date (October 14, 2021). Inquiries received after this date, will not be answered.

1. PROJECT REQUIREMENTS

1.1 PROJECT DESCRIPTION

In addition to Temporary Fire Station No. 3 and significant improvements to two existing fire stations, the permanent Fire Station No. 3, which will be located on the same property as the temporary station, and other miscellaneous fire station improvements, may also use prequalified firms from this RFSQ process.

Comparable Project Attributes

The representatives for the disciplines to be prequalified must each complete and submit two (2) Comparable Projects as evidence of relevant project experience. A comparable project has the attributes listed below (1-5). If a project has a portion of the attributes, only those attributes will be scored. If a submitted project has none of the attributes, it will be scored as a zero and will not be used for Reference Questions in RFSQ Section B, Part V:

- 1) New Construction (not remodel or upgrade) of a Fire Station project located in California constructed in accordance with the Essential Services Buildings Seismic Safety Act completed in the last five (5) years (2015 or later).

- 2) New Construction (not remodel or upgrade) of an Essential Services Building project (as defined in the California Health and Safety Code, Chapter 2, Section 16007) located in California and completed in the last five (5) years (2015 or later).
- 3) New Construction (not remodel or upgrade) of a Public Building project of at least 5,000 square feet, constructed or designed for a public agency located in California, completed in the last five (5) years (2015 or later).
- 4) New Construction of a temporary Fire Station project located in California and completed in the last five (5) years (2015 or later).
- 5) Substantial Remodel of a Fire Station (exceeding \$500,000 valuation) located in California and completed in the last five (5) years (2011 or later).

Indicate the D-BE Member's responsibility: For the General D-BE, indicate whether project involvement was as the primary at-risk construction entity, or as another associated firm. For the Architect, indicate if project involvement was as Architect of Record, or in a production capacity, or indicate responsibility for oversight agency review process.

Please note that the comparable project attributes are referenced again in Attachment B to this RFSQ.

Prequalified Disciplines

Disciplines to be prequalified for this solicitation include:

- 1) General Contractor
- 2) Architect

Please note that the Prequalified Disciplines are referenced again in Attachment B to this RFSQ.

2. RFSQ PROCESS

2.1 PROCESS OVERVIEW

- 2.1.1 RFSQ documents and any issued addenda are available to be downloaded, from VCFPD's website. It is the D-BE's responsibility to periodically check the website for addenda or other updates to this RFSQ.

<https://www.valleycenterfire.com/construction-projects/>

- 2.1.2 Diligence Material, if provided, is subject to the following disclaimer:

Neither VCFPD nor any of their agents, advisors, employees or representatives has made or makes any representation or warranty, express or implied, as to the accuracy or completeness of the Diligence Material. Without limiting the generality of the foregoing, the Diligence Material may include certain assumptions, statements,

estimates, and projections provided by or with respect to VCFPD. Such assumptions, statements, estimates, and projections reflect various assumptions made by VCFPD, which assumptions may or may not prove to be correct. No representations are made by VCFPD as to the accuracy of such assumptions, statements, estimates, or projections.

- 2.1.3 All inquiries related to this RFSQ must be directed by email to person(s) identified on page 6 of this RFSQ. You should not attempt to contact any other VCFPD personnel or members of the project team about this RFSQ unless authorized by the persons identified on page 6 of this RFSQ.
- 2.1.4 If required, written addenda to the RFSQ will be issued and posted on VCFPD's website. (See link provided in Section 2.1.1).
- 2.1.5 Prequalification documents will be evaluated by a Qualification Evaluation Committee (QEC) comprised of VCFPD representatives.
- 2.1.6 VCFPD will notify all D-BEs and post a "Notice of Prequalification" on the VCFPD's website ([See link provided in Section 2.1.1](#)) within five (5) business days after receipt of the Qualification Evaluation Committee's recommendation.

2.2 SUBMISSION OF PREQUALIFICATION DOCUMENT

- 2.2.1 The Prequalification Document must be submitted and received at the address noted and by the due date and time specified in the Cover Letter to this RFSQ.
- 2.2.2 Per Public Contract Code Section 6109, in order to prohibit the procurement of goods and services from debarred parties, each respondent will be screened at the time of RFSQ response to ensure they have not been barred by the Department of Industrial Relations.
- 2.2.3 Under the California Public Records Act (Government Code Section 6250 et. seq.) records in the custody of a public entity generally have to be disclosed unless the information being sought falls into one or more of the exemptions to disclosure set out in Government Code section 6254 through 6255. Regardless of assertions of confidentiality, Prequalification Document contents may still be disclosed if VCFPD, or a court with jurisdiction, determines that such Prequalification Document is a public record requiring disclosure.
- 2.2.4 D-BEs shall provide all materials required in this RFSQ.
- 2.2.5 The Prequalification Document shall provide clear and sufficient detail to enable the Qualification Evaluation Committee to evaluate the responsiveness and quality of the proposal to each of the RFSQ requirements listed in "RFSQ Submittal Requirements". Although some factors are weighted more important than others, all factors are considered necessary for a responsive submittal.

2.3 EVALUATION AND PREQUALIFICATION

- 2.3.1 The Prequalification Document will be evaluated based upon the information provided in response to this RFSQ and any other information known to VCFPD based on the qualification criteria listed in the Prequalification Score Sheet. For purposes of evaluation of the Prequalification Document, only the hard-copy materials marked “Original” will be considered.
- 2.3.2 VCFPD reserves the right to request clarification and/or request additional information from D-BEs if deemed necessary. Such clarifications and/or additional information shall be submitted by the D-BE as an addendum to the Prequalification Document upon request of VCFPD. The fact that VCFPD may request such clarification from one D-BE does not obligate it to seek similar clarification from any other D-BE.
- 2.3.3 Upon receipt and approval of the Qualification Evaluation Committee’s recommendation of highest qualifying scores, VCFPD will post a “Notice of Prequalification” within five (5) business days. The “Notice of Prequalification” will identify the D-BEs that will be eligible to participate in the RFP processes.
- 2.3.4 VCFPD reserves the right to waive minor irregularities and omissions in the information contained in the Prequalification Questionnaire submitted, to make all final determinations, and to determine at any time that the Prequalification procedures will not be applied to a specific future project. VCFPD reserves the right to adjust, increase, limit, suspend or rescind the Prequalification rating based on subsequent learned information. Design-Build Entities whose rating changes sufficiently to disqualify them will be notified.

2.4 SIGNATURE

The Prequalification Document shall be certified by an authorized officer or employee. By signature on the Prequalification Document, the respondent certifies:

- a) The submission of the offer did not involve collusion or other anti-competitive practices.
- b) The Respondent shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- c) The Respondent has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- d) The Respondent hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to legally bind the Offeror to the Contract.
- e) The Respondent hereby certifies, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the Department of Industrial Relations.

2.5 PROPRIETARY INFORMATION

All response documents become the property of VCFPD and subject to Public Records Act requirements of California Government Code section 6250, et seq. D-BE is encouraged to mark any documents “CONFIDENTIAL” that they deem to be confidential before submission to VCFPD. Information provided will be kept confidential to the extent permitted by law. The proprietary or

confidential data shall be readily separable from the Prequalification Questionnaire in order to facilitate eventual public inspection of the non-confidential portion of the Prequalification Questionnaire.

VCFPD assumes no responsibility for disclosure or use of unmarked data for any purpose.

2.6 UNNECESSARILY ELABORATE INFORMATION

Unnecessarily elaborate brochures, visual or other presentations, art work and paper and binding beyond those sufficient to present a complete and effective Prequalification Document are neither necessary nor desired, and are strongly discouraged.

2.7 VCFPD COMMITMENT

- 2.7.1 VCFPD shall have the right to reject or accept any Prequalification Document, or any part thereof, for any reason whatsoever, at its sole discretion.
- 2.7.2 This RFSQ or any resulting “Notice of Prequalification” does not commit VCFPD to issue a Request for Proposal, award a contract, nor does it commit VCFPD to pay any cost incurred in the preparation or submission of the Prequalification Document or attachments, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of selection or a contract award.
- 2.7.3 VCFPD reserves the right to cancel this RFSQ at any time, in part or in its entirety, should this be in the best interest of VCFPD.
- 2.7.4 No prior, current, or post award verbal conversation or agreement(s) with any officer, agent, or employee of VCFPD shall affect or modify any terms or obligations of this RFSQ, or any contract resulting from this process.
- 2.7.5 VCFPD reserves the right to waive any informality or irregularity in the Prequalification Documents submitted.

2.8 LATE, MODIFIED, OR WITHDRAWN PREQUALIFICATION DOCUMENT

- 2.8.1 Late submissions of the Prequalification Document cannot be considered unless they are the only one received or there was mishandling on the part of VCFPD staff. The Prequalification Documents must be received in the VCFPD’s office by the identified Due Date and Time.
- 2.8.2 Any modification of a Prequalification Document is subject to the same conditions as the initial submission.
- 2.8.3 The Prequalification Document may be withdrawn at any time prior to the Due Date and Time by written notice, or in person by a D-BE or its authorized representative, provided the authorized representative’s identity is made known and the representative signs a proposal withdrawal receipt.

2.9 NON-RESPONSIVE SUBMISSIONS

Any Prequalification Document may be construed as non-responsive and ineligible for consideration if it does not comply with the requirements of the RFSQ. Failure to comply with the format and acknowledgment of receipt of addendum are common causes for holding a submittal non-responsive.

2.10 KNOWLEDGE OF RFSQ AND CONDITIONS

Before submitting a Prequalification Document, D-BEs shall carefully read all sections of this RFSQ and any addenda thereto, including all forms and exhibits, and shall fully inform themselves as to all conditions and limitations.

2.11 DUTY TO INQUIRE

Should a D-BE find discrepancies in or omissions from the RFSQ or other documents, or should the D-BE be in doubt as to their meaning, the D-BE shall at once notify VCFPD by email. Addenda, if issued, will be posted on the website specified in section 2.1.1. It is the D-BE's responsibility to periodically check VCFPD's website for such addenda. VCFPD will not be responsible for any oral instructions nor for any written materials provided by any person other than designated VCFPD representative. Responses will not be provided to questions received after the date stated in the Cover Letter.

2.12 PROTEST PROCEDURE

Any protest resulting from this qualification process is to be processed as prescribed below:

- 2.12.1 **OBJECTIONS:** Any objections as to the structure, content or distribution of this RFSQ must be submitted in writing to VCFPD Designee not less than five (5) working days before the due date. Objections must be as specific as possible, and identify the RFSQ section number and title, as well as a description and rationale for the objection.
- 2.12.2 **PROTESTS:** If an unsuccessful respondent to the RFSQ wishes to protest the results, the unsuccessful respondent must submit the protest in writing to VCFPD's Designee no later than ten calendar days after announcement of the results. Protest must detail the grounds, factual basis and provide all supporting information. Protests will not be considered for disputes of RFSQ requirements, which must be addressed in accordance with item 2.12.1.

2.13 DEBRIEF

When a D-BE has been notified by VCFPD that their Prequalification Document is no longer being considered, the D-BE may submit a request to VCFPD for a "debriefing" on the findings on their Prequalification Document submittal (with no comparative information about Prequalification Documents submitted by others).

2.14 NEWS RELEASES

D-BEs shall not issue any news release pertaining to this RFSQ without prior written approval of the VCFPD's Designee, which may be withheld at the VCFPD's sole discretion. A minimum of two (2) business days' notice is required for approval.

2.15 CLAIMS AGAINST VCFPD

D-BE and its representatives shall have no claims whatsoever against VCFPD or any of its respective officials, agents, representatives, consultants or employees arising out of or relating to this RFSQ or these procedures (other than those arising under a contract with the D-BE and its representatives in accordance with the terms thereof).

2.16 EVENTS

The timing and sequence of events resulting from this RFSQ shall be determined by VCFPD.

3. RFSQ SUBMITTAL REQUIREMENTS

3.1 DESIGN-BUILD ENTITY REQUIREMENTS

- 3.1.1 The Prequalification Document shall include the following and should be organized in the following manner:
- a) Cover Page
 - b) Response to RFSQ Information includes c & d below.
 - c) Prequalification Questionnaire Parts I through VIII (Attachment B)
 - d) Attachments
 - i. Copy of the agreement forming the D-BE partnership or association
 - ii. Certification (Part VII)
- 3.1.2 The Original Prequalification Document should be submitted in a binder with tabs identifying each section. Attachments must be clearly identified. The front of the binder should indicate the RFSQ title and D-BE's name and address.
- 3.1.3 The Internal Contract or Binding Agreement between the members of the D-BE must include a statement that specifically states that all partners and members agree to be fully liable for their performance under the terms of Design-Build contract with the D-BE.

3.2 WRITTEN REQUIREMENTS

- 3.2.1 The Prequalification Document shall be prepared and submitted in the required format with all forms, answers and attachments sequentially numbered to correspond to the applicable question or requirement.
- 3.2.2 The Prequalification Document shall be clear, concise and comprehensive in accordance with the requirements herein. The submittal shall not include promotional material of any kind.

4. EVALUATION OF PREQUALIFICATION DOCUMENTS

4.1 EVALUATION PROCESS

- 4.1.1 The evaluation process shall follow sequential steps and utilize scoring criteria to ensure that each Prequalification Document is evaluated in the same manner:
- a) **Timely Receipt:** Timely receipt at VCFPD's office. Submittals must be received by the Due Date and Time.

- b) **Evaluation of Prequalification Documents:** Objective conformance review by the Qualification Evaluation Committee.
- c) **Scoring and Ranking:** Scoring and ranking of Prequalification Documents by the Qualification Evaluation Committee to determine highest scores.

- 4.1.2 The Prequalification Document will be evaluated. Adherence to Essential Requirements (See 4.2.2) will be evaluated first, and only those Submittals meeting all essential requirements will be evaluated further.
- 4.1.3 Public Contract Code, Section 22164, requires that Prequalification be based on specific criteria contained in the Code plus any additional criteria established by VCFPD.
- 4.1.4 The evaluation shall be based on a formal scoring method using scoring criteria. Each Prequalification Document shall be reviewed for compliance with the RFSQ criteria.
- 4.1.5 Each Qualification Evaluation Committee member shall review the formal scoring. The Committee members shall together then determine the scoring range that will be used to deem a firm qualified.
- 4.1.6 VCFPD reserves the right to require interviews and to include such presentations in the evaluation.

4.2 SCORING AND RANKING

- 4.2.1 The scoring and ranking is based on evaluation of the Prequalification Document as measured against the scoring criteria in compliance with the RFSQ. Prequalification Documents will be evaluated and ranked from highest to lowest. VCFPD will identify the highest scores in the following manner:
 - 4.2.2 **Essential Requirements (Pass/Fail)**
 - a) Provide certification that the answers submitted in the Prequalification Document are true and correct. If certification is not provided, the submittal shall be deemed non-responsive and will not be scored.
 - b) Provide Surety Declaration stating that minimum bonding capacity will equal the amount estimated for the PROJECT. D-BEs who cannot meet minimum bonding capacity will not be deemed qualified. Reference Part VI Surety Declaration.
 - c) D-BEs will be disqualified for answers to any question in Part II of the Questionnaire in a manner indicated as “Disqualifying”.
 - d) Provide Representations and Certifications Part VII from the Prequalification Questionnaire. If forms are not provided, the submittal shall be deemed non-responsive and will not be scored.
- 4.2.3 **Scored Questions Responses** to Parts III, IV and V of the Prequalification Questionnaire will be scored with a uniform system of rating included in Part VII Prequalification Score Sheet.

- 4.2.4 The purpose of the scoring and ranking of the Prequalification Documents is limited to the identification of D-BEs with the highest scores that will be eligible to advance to the second step in the selection process, participation in response to RFPs, if VCFPD chooses to proceed. The scores of the eligible D-BEs that are established at the conclusion of the Prequalification (RFSQ) phase will not be considered when ranking the eligible D-BEs entering into or during the second step in the selection process, the Request For Proposal (RFP) phase, except as noted in Section 4.3 VCFPD's Rights.

4.3 VCFPD'S RIGHTS

After completion of the RFP process (second step), if the final negotiation of the contract with the highest ranked D-BE is not successful, VCFPD may terminate the negotiations and begin negotiations with the next highest ranked D-BE. This right shall be continued until a satisfactory contract can be negotiated or until VCFPD elects to reject all proposals.

5. DESIGN-BUILD ENTITIES (D-BEs)

5.1 DEFINITION OF A DESIGN-BUILD ENTITY

A Design-Build Entity (D-BE) is defined by Public Contract Code Section 22161 [d] : "Design-build entity' means a corporation, limited liability company, partnership, joint venture, or other legal entity that is able to provide appropriately licensed contracting, architectural, and engineering services as needed pursuant to a design-build contract."

5.2 LISTING OF DESIGN-BUILD ENTITY MEMBERS

- 5.2.1 The D-BE shall identify and list in Part I of the Questionnaire the General D-BE and complete Part III of the Questionnaire. The General D-BE and Architect must each complete Part IV of the Questionnaire.
- 5.2.2 If the D-BE consists of a member performing both design and construction services (i.e. a General D-BE with a licensed design staff), then that member must complete Part IV for both parties. The D-BE will be scored as, and must qualify as, both General D-BE and Architect.
- 5.2.3 Substitutions. If the D-BE wishes to substitute any Member or required discipline identified in the Prequalification Document, it may not do so without the express written consent of VCFPD. No such approval will be granted unless the Member is proposed to be replaced by a firm of equal or higher qualification and is subject to approval of the VCFPD. This is not an implied consent. Upon notice of a substitution, VCFPD reserves the right to: 1) re-score the Prequalification Document of the D-BE requesting the substitution, and 2) disqualify the D-BE if it is determined that the proposed Member is not "equally or higher qualified". Should the D-BE feel that they have proposed an "equally or higher qualified" Member, it is still at the sole discretion of VCFPD to determine "equally or higher qualified".

VALLEY CENTER FIRE PROTECTION DISTRICT INSURANCE REQUIREMENTS

INSURANCE TYPES AND LIMITS,
INDEMNIFICATION AND BEST PRACTICES
FOR CONTRACT SERVICES TO THE
VALLEY CENTER FIRE PROTECTION
DISTRICT.



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Insurance Requirements for All District Contracts

Prior to the beginning of and throughout the duration of the Services, and for any additional period of time as specified below, CONTRACTOR shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below. CONTRACTOR shall submit Certificates of Insurance for the District's review and acceptance. The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until such insurance has been accepted by the District.

No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR hereunder.

A. Commercial General Liability

- a. CONTRACTOR shall provide Commercial General Liability insurance covering claims for Bodily, Injury, Personal and Advertising Injury, and Property Damage on a policy form that provides coverage at least as broad as coverage provided under the Insurance Services Office (ISO) form CG 00 01, and that includes, but is not limited to, the coverage limits and coverage provisions outlined below.
- b. The required coverage limits shall be the greater of the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured, including applicable Umbrella or Excess Limits, or the following:

\$5,000,000 per Occurrence	Each Pollution Condition;
\$5,000,000	Aggregate Liability.
\$2,000,000	General Aggregate;
\$2,000,000	Products - Completed Operations
	Aggregate.

- c. Coverage must be on an "occurrence" basis.
- d. Coverage must be included for "products-completed operations" without any "prior work" coverage limitation or exclusion applicable to any Services to be performed under this Agreement.
- e. Contractual Liability coverage at least as broad as coverage provided by the ISO CG 00 01 policy form must be included.
- f. To the fullest extent permitted by law, the District and its directors, officers, officials, agents, volunteers, and employees must be covered as *Additional Insureds* on a primary and noncontributory basis. The additional insureds must be covered for:
 - i. Liability arising out of any premises or property utilized for any Services performed under this Agreement, and

- ii. Liability arising out of or related to this Agreement, including any Services performed hereunder by or on behalf of CONTRACTOR, and
- iii. Products and completed operations of CONTRACTOR.

A severability of interests provision must apply for all the Additional Insureds, ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability.

B. Workers' Compensation and Employer's Liability

Workers' Compensation coverage shall be on a state-approved policy form providing statutory benefits as required by law and Employer's Liability coverage with limits no less than \$1,000,000 per accident or disease for all covered losses. If CONTRACTOR is self-insured with respect to Workers' Compensation coverage, CONTRACTOR shall provide a Certificate of Consent to Self-Insure from the California Department of Industrial Relations confirming CONTRACTOR's self-insured status. Such self-insurance shall meet the minimum limit requirements and waive subrogation rights in favor of the District as stated below. If the CONTRACTOR is a sole proprietorship or partnership, with no employees, and is exempt from carrying Workers Compensation insurance, CONTRACTOR must submit a letter to the District stating that he/she is either the owner of the entity or a partner of the entity performing the Services, and is exempt from the State of California's Workers Compensation requirements because he/she has no employees.

CONTRACTOR and its Workers' Compensation insurance must waive any rights of subrogation against the District and its directors, officers, officials, agents, volunteers, and employees, and CONTRACTOR shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

C. Excess or Umbrella Liability Insurance

If excess or umbrella policies are used to meet the insurance requirements of this Agreement, they shall provide coverage at least as broad as specified for the underlying coverages, and the full limits of the umbrella or excess coverage shall be available to the District. To the fullest extent permitted by law, the District and its directors, officers, officials, agents, volunteers and employees must be covered as additional insureds and such policy or policies shall contain or be endorsed to contain a provision that coverage shall also apply on a primary and non-contributory basis to the District *before* the District's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured. A severability of interests provision must apply for all additional insureds, ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the insurer's limits of liability.

1. Business Auto Liability

- a. CONTRACTOR shall provide Business Auto Liability coverage on a policy form that provides coverage at least as broad as coverage provided under ISO Business Auto Coverage form CA 00 01, and that includes, but is not limited to, the coverage limits and coverage provisions outlined below.
- b. Coverage must be provided for “Bodily Injury” and “Property Damage” Liability caused by an accident and resulting from the ownership, maintenance or use of covered autos.
- c. The required coverage limits shall be the greater of the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured, including applicable Umbrella or Excess Limits, or the minimum limits specified below:
\$1,000,000 per Occurrence/Accident for Bodily Injury and Property Damage Liability.
- d. Covered “autos” must include all owned, non-owned and hired vehicles.
- e. To the fullest extent permitted by law, the District and its directors, officers, officials, agents, volunteers, and employees must be covered as *Additional Insureds* with respect to “any auto” owned, leased, hired or borrowed by CONTRACTOR. The policy(ies) shall contain or be endorsed to contain a provision that coverage shall apply on a primary and noncontributory basis to the District *before* the District’s own primary insurance or self-insurance shall be called upon to protect it as a Named Insured.
- f. A severability of interests provision must apply for all the Additional Insureds, ensuring that CONTRACTOR’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer’s limits of liability.
- g. [**Where applicable**] The policy shall be endorsed to include Transportation Pollution Liability insurance covering materials to be transported by CONTRACTOR in any Services to be performed under this Agreement. Alternatively, this coverage may be provided on the CONTRACTOR’s Pollution Liability Policy.

2. Professional Liability (aka Errors and Omissions)

****Architects, Engineers, Surveyors and Third-Party Construction Management Entities.***

The required coverage limits shall be the greater of the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured, including applicable Umbrella or Excess Limits, or the following: \$1,000,000 per

occurrence or claim and \$2,000,000 aggregate. Coverage may be written on a **claims-made** form. If coverage is on a **claims-made** basis, the coverage must be maintained for at least 3 years after all Services under this Agreement are complete and additional **claims-made** coverage requirements apply as described below.

3. Technology Errors and Omissions Liability

CONTRACTOR shall obtain and maintain throughout the duration of Services to be performed under this Agreement Technology Errors and Omissions liability coverage. The required coverage limits shall be the greater of the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured, including applicable Umbrella or Excess Limits, or the following: \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. Coverage shall include the following risks:

- (1) liability arising from the theft, dissemination and/or use of confidential information, including but not limited to, personally identifiable information, protected health information, security codes, access codes, passwords or personal identification numbers (PINS);
- (2) Privacy notification costs, credit monitoring and regulatory fines arising from such theft, dissemination and/or use of confidential information;
- (3) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks;
- (4) Liability arising from the introduction of a computer virus into, or otherwise causing damage to the District's or third person's computer, computer system, network, or similarly related property and the data, software and programs thereon; and
- (5) Liability arising from the failure of the technology product(s) required under this Agreement to properly perform the functions intended.

The policy shall also provide coverage for liability assumed under a contract. Coverage may be written on a **claims-made** form. If coverage is on a **claims-made** basis, the coverage must be maintained for at least 3 years after all Services under this Agreement are completed, and additional claims-made coverage requirements apply as described below.

Pollution Liability

- a. CONTRACTOR shall provide pollution liability coverage that includes, but is not limited to, the coverage limits and coverage provisions outlined below.
- b. Coverage must be included for bodily injury and property damage, including coverage for loss of use and diminution in property value, and for resultant clean-up costs, arising out of the or resulting from:
 - (i) any Services performed under this Agreement, including
 - (ii) any storage or transportation, including the loading or unloading of, hazardous wastes, hazardous materials, or contaminants.

The required coverage limits shall be the greater of the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured, including applicable Umbrella or Excess Limits, or the following:

\$5,000,000 per Occurrence
\$5,000,000

Each Pollution Condition;
Aggregate Liability.

- c. Coverage may be written on a **claims-made** form. If coverage is on a **claims-made** basis, the coverage must be maintained for at least 3 years after all Services performed under this Agreement are complete and additional **claims-made** coverage requirements apply as described below.
- d. To the fullest extent permitted by law, the District and its directors, officers, officials, agents, volunteers, and employees must be covered as *Additional Insureds by way of an endorsement to the policy*. The policy(ies) shall also contain or be endorsed to contain a provision that coverage shall apply on a primary and noncontributory basis to the District *before* the District's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured.
- e. A severability of interests provision must apply for all the additional insureds, ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability.

5. **Cyber Liability**

CONTRACTOR shall procure and maintain Cyber Liability insurance. The required coverage limits shall be a minimum of \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. Coverage shall include the following risks:

- (a) Liability arising from the theft, dissemination and/or use of confidential information, including but not limited to, personally identifiable information (PII), protected health information (PHI), security codes, access codes, passwords, security codes or personal identification numbers (PINS);
- (b) Notification costs, credit monitoring and other expert services, regulatory fines and defense costs;
- (c) Network security liability arising from unauthorized access to, use of, or tampering with computer systems, including hacker attacks;
- (d) Liability arising from the introduction of a computer virus into, or otherwise causing damage to vendor (first party) or customer's (third party) computer, computer system, network or similarly related property and the data, software and programs thereon;
- (e) Liability arising from professional misconduct or lack of the requisite skill required for the performances of services defined in the contract or agreement.

If coverage is maintained on a **claims-made basis**, the following shall apply:

- (a). The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
- (b). Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract services.
- (c). If coverage is canceled or non-renewed, and not replaced with another **claims-made** policy form with a retroactive date prior to the effective date of the contract, the CONTRACTOR must purchase an extended period of coverage for a minimum of three (3) years after completion of the contract services.

6. Garage Keepers' Liability

Contractor shall maintain Garage Keepers' Legal Liability insurance with limits not less than the full value of the maximum number of vehicle(s) in Contractor's care, custody and control; however, in no event shall such limits be less than \$1,000,000 per occurrence. Coverage is not limited to work done at the Contractors' premise or will cover work performed remotely at the District's premise.

Garage Liability

Contractor shall maintain Garage Liability insurance covering claims for bodily injury, personal injury and property damage arising from Contractor's premises, operations, including products-completed operations, with limits not less than \$1,000,000 per occurrence.

7. Drone Liability (Unmanned Aerial Vehicles)

Owner/Operator shall maintain Commercial General Liability or Aviation Liability insurance covering bodily injury, personal injury and property damage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Owner/Operator is solely responsible for maintaining property insurance to cover any damage to the drone/unmanned aerial vehicle. Insurance coverage maintained by the Owner/Operator shall be primary and any insurance or self-insurance maintained by the District shall not be required to contribute with it.

Note 1: depending on the circumstances surrounding drone use, the District may also consider requiring the Owner/Operator to name the District as an additional insured.

8. Aviation Liability

CONTRACTOR shall obtain and maintain throughout the duration of Services to be performed under this Agreement Aviation Liability coverage, including but not limited to, coverage for bodily injury, including death, passenger liability and property damage arising from ownership, operations, maintenance, or use of any aircraft. The required coverage limits shall be the greater of the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured, including applicable Umbrella or Excess Limits, or the following: \$5,000,000 per occurrence or accident.

To the fullest extent permitted by law, the District and its directors, officers, officials, agents, volunteers and employees must be covered as Additional Insureds with respect to liability arising out of, or in connection with, the Services to be performed under this Agreement. Such policy or policies shall contain or be endorsed to contain a provision that coverage shall also apply on a primary and non-contributory basis to the District *before* the District's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured.

A severability of interests provision must apply for all Additional Insureds, ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability.

9. Watercraft Liability

CONTRACTOR shall obtain and maintain throughout the duration of Services to be performed under this Agreement Watercraft Liability coverage, including but not limited to, coverage for bodily injury, including death, and property damage arising from ownership, maintenance, or use of any watercraft. The required coverage limits shall be the greater of the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured, including applicable Umbrella or Excess Limits, or the following: \$1,000,000 per occurrence or accident.

To the fullest extent permitted by law, the District and its directors, officers, officials, agents, volunteers and employees must be covered as Additional Insureds with respect to liability arising out of, or in connection with, the Services to be performed under this Agreement. Such policy or policies shall contain or be endorsed to contain a provision that coverage shall also apply on a primary and non-contributory basis to the District *before* the District's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured.

A severability of interests provision must apply for all Additional Insureds, ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability.

10. Security Services

CONTRACTOR shall obtain and maintain throughout the duration of Services to be performed under this Agreement, Commercial General Liability insurance with limits of not less than \$5,000,000 per occurrence, including but not limited to premises/operations, contractual liability, damage to property in the care, custody and control of CONTRACTOR and/or CONTRACTOR's personnel, lost key coverage, assault and battery, false arrest and invasion of privacy. Professional Liability (errors and omissions) insurance with limits of not less than \$5,000,000 per occurrence/claim. Coverage for Professional Liability may be written on a **claims-made** form. If coverage is on a **claims**

made basis, the coverage must be maintained for at least 3 years after all Services under this Agreement are complete, and additional **claims-made** coverage requirements apply as described below. The required coverage limits shall be the greater of the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured, including applicable Umbrella or Excess Limits, or the minimum limits stated above.

To the fullest extent permitted by law, the District and its directors, officers, officials, agents, volunteers and employees must be covered as Additional Insureds on the Commercial General Liability policy with respect to liability arising out of, or in connection with, the Services to be performed under this Agreement. All policies shall contain or be endorsed to contain a provision that coverage shall also apply on a primary and non-contributory basis to the District *before* the District's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured. A severability of interests provision must apply for all additional insureds, ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.

Provisions for All Required Insurance for District Contractors

A. Deductibles, Self-Insurance, Self-Insured Retentions

Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to required insurance coverage must be declared to and accepted by the District. At the option and request of the District, CONTRACTOR shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.

B. Acceptability of Insurers

Unless otherwise reviewed and accepted by the District, all required insurance must be placed with insurers with a current A. M. Best's rating of no less than A – VII. The insurers shall be admitted, or approved by the Surplus Lines Association, to do business in California.

C. Claims-made Coverage

For any coverage that is provided on a **claims-made** coverage form (which type of form is permitted only where specified in the insurance requirements outlined above):

- (i) The retroactive date must be shown, and must be before the date of this Agreement, and before the beginning of any Services related to this Agreement.
- (ii) Insurance must be maintained and Certificates of Insurance must be provided to the District for at least three (3) years after expiration of this Agreement.
- (iii) If coverage is canceled or non-renewed, and not replaced with another **claims-made** policy form with a retroactive date prior to the effective date of this Agreement or the start of any Services related to this Agreement, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after expiration of the Agreement.
- (iv) If requested by the District, a copy of the policy's claims reporting requirement must be submitted to the District for review.

D. Notice of Claims

CONTRACTOR agrees to provide immediate notice to the District of any loss or claim against CONTRACTOR arising out of or in connection with this Agreement, or Services performed under this Agreement. The District assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the District.

E. Proof of Compliance

CONTRACTOR agrees to provide evidence of insurance required herein, satisfactory to the District, consisting of Certificates of Insurance, evidencing all of the coverages required. CONTRACTOR agrees, upon request by the District, to provide complete, certified copies of any policies within 10 days of such request. (Copies of policies may be redacted to eliminate premium details.) All Certificates of Insurance must be received and accepted by the District before any Services are performed under this Agreement commences. Acceptance of CONTRACTOR's Certificates of Insurance or any other evidence of insurance coverage does not constitute any guarantee that CONTRACTOR's insurance meets the requirements herein. It is CONTRACTOR's responsibility to ensure its compliance with these insurance requirements. Any actual or alleged failure on the part of the District to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the District, in this or any regard.

F. Notice of Cancellation/Non-Renewal/Material Reduction

CONTRACTOR agrees to provide written notice to the District thirty (30) days prior to cancellation of coverage required under this Agreement, or of any material reduction or non-renewal of such coverage, other than for non-payment of premium which shall require a 10-day prior written notification. Replacement of coverage with another policy or insurer, without any lapse in coverage or any reduction below these requirements does not require notice beyond submission to the District of an updated Certificate of Insurance.

ATTACHMENT B
VALLEY CENTER FIRE PROTECTION DISTRICT
RFSQ DESIGN BUILD SERVICES FOR FIRE STATION PROJECTS
PREQUALIFICATION QUESTIONNAIRE

PART I– VERSION 1: Single Entity GC

Information on the DESIGN-BUILD ENTITY and MEMBERS
Where the D-BE is the General Contractor as a Single Entity (i.e., corporation)

1.a. Contact Information

GENERAL CONTRACTOR DESIGN-BUILD ENTITY			
Name:			
Address:			
Phone:			
Fax:			
Contact:		Title:	
Address, if different:			
Email Address:			
Phone:		Fax:	

b. Participating Disciplines to be Prequalified (See “RFSQ Project Requirements-Project Description” for a list of disciplines to be prequalified for this specific solicitation.)

Participating Discipline Information				
Discipline	Firm Name	RME/RMO*	CA License #	Expiration
1.General Contractor				
2.Architect				
NOTE: Disciplines listed:	1. Represent participating disciplines for which qualification questions have been included in the RFSQ response. 2. Must complete a scored questions form in Part IV. 3. Are not subject to the public proposal process identified. 4. Cannot be substituted without the consent of the VCFPD.			

* Responsible Managing Officer (RMO)/Responsible Managing Employee (RME)

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ATTACHMENT B
VALLEY CENTER FIRE PROTECTION DISTRICT
RFSQ DESIGN BUILD SERVICES FOR FIRE STATION PROJECTS
PREQUALIFICATION QUESTIONNAIRE

c. Other Participating Firms known at the time of Qualifications Submittal

Listing of contracted Consultants and Subcontractors				
Discipline	Firm Name	RME/RMO	CA License #	Expiration
NOTE: Disciplines that are listed:	1. Represents a complete listing of all firms known at the time of qualifications submission that will participate in the project. 2. Are not subject to the public proposal process identified. 3. Cannot be substituted without the consent of the VCFPD.			

2. Background Information

2a.	Date of incorporation:	
2b.	Under the laws of what State:	

3. General Contractor/D-BE Corporation

3a. Provide the following information for each person who is either (a) an officer of the corporation (CEO / President / COO), or, (b) owner(s) of at least ten percent (10%) of the corporation's stock.

Position	Name	Years with Company / Ownership	% Ownership
CEO			
President			
COO			
Major Shareholders:			

ATTACHMENT B
VALLEY CENTER FIRE PROTECTION DISTRICT
RFSQ DESIGN BUILD SERVICES FOR FIRE STATION PROJECTS
PREQUALIFICATION QUESTIONNAIRE

- 3b. Identify every construction firm that any person listed above in question 2a has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years. NOTE: For this question, “owner” and “partner” refer to ownership of ten percent (10%) or more of the company.

Person's Name	Construction Firm	Dates of Participation

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ATTACHMENT B
VALLEY CENTER FIRE PROTECTION DISTRICT
RFSQ DESIGN BUILD SERVICES FOR FIRE STATION PROJECTS
PREQUALIFICATION QUESTIONNAIRE

PART I - VERSION 2: D-BE as a Single Entity, No GC
Information on the DESIGN-BUILD ENTITY and MEMBERS
Where the D-BE is a Single Entity NOT including the General Contractor

1. a. Contact Information

DESIGN-BUILD ENTITY			
Name:			
Address:			
Phone:			
Fax:			
Contact:		Title:	
Address, if different:			
Email Address:			
Phone:		Fax:	

b. Participating Disciplines to be Prequalified (See “RFSQ Project Requirements -Project Description”, for disciplines to be prequalified for the specific solicitation.)

Participating Discipline Information				
Discipline	Firm Name	RME/RMO	CA License #	Expiration
1.General Contractor				
2.Architect				
NOTE: Disciplines listed:	1. Represent participating disciplines for which qualification questions have been Included in the RFSQ response. 2. Must complete a scored questions form in Part IV. 3. Are not subject to the public proposal process identified. 4. Cannot be substituted without the consent of the VCFPD.			

ATTACHMENT B
VALLEY CENTER FIRE PROTECTION DISTRICT
RFSQ DESIGN BUILD SERVICES FOR FIRE STATION PROJECTS
PREQUALIFICATION QUESTIONNAIRE

c. Other Participating Firms known at the time of Qualifications Submittal

Listing of contracted Consultants and Subcontractors				
Discipline	Firm Name	RME/RMO	CA License #	Expiration
NOTE: Disciplines that are listed:	1. Represent a complete listing of all firms known at the time of qualifications submission that will participate in the project. 2. Are not subject to the public proposal process identified. 3. Cannot be substituted without the consent of the VCFPD.			

2. Background Information

2a.	Date of formation, or commencement:	
2b.	Under the laws of what State:	

3. Identify every construction company that the D-BE has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years. NOTE: For this question, “owner” and “partner” refer to ownership of ten percent (10%) or more of the business.

Person's Name	Construction Firm	Dates of Participation

ATTACHMENT B
VALLEY CENTER FIRE PROTECTION DISTRICT
RFSQ DESIGN BUILD SERVICES FOR FIRE STATION PROJECTS
PREQUALIFICATION QUESTIONNAIRE

**PART I - VERSION 3: D-BE as Multiple Entities Information on the
DESIGN-BUILD ENTITY and MEMBERS Where the D-BE is a
Partnership, Joint Venture or Other Association**

1.a. Contact Information

DESIGN-BUILD ENTITY			
Name:		Check one:	
Address:		<input type="checkbox"/> Partnership*	
		<input type="checkbox"/> Joint Venture*	
Phone:		<input type="checkbox"/> Other Association*	
Fax:			
Contact:		Title:	
Address, if different:			
Email Address:			
Phone:		Fax:	

* List Members in the following section

MEMBERS of the DESIGN-BUILD ENTITY				
Discipline	Firm Name	RME/RMO	CA License #	Expiration
1.				
2.				
3.				
4.				
5.				
6.				
NOTE: Disciplines that are listed as Members:	1. Represent all Members of the Design-Build Entity and for which qualifications have been included in the RFSQ response. 2. Must complete a scored questions form in Part III and GC in Part IV. 3. Are not subject to the public proposal process identified. 4. Cannot be substituted without the consent of the VCFPD.			

ATTACHMENT B
VALLEY CENTER FIRE PROTECTION DISTRICT
RFSQ DESIGN BUILD SERVICES FOR FIRE STATION PROJECTS
PREQUALIFICATION QUESTIONNAIRE

b. Participating Disciplines to be Prequalified (See “RFSQ Information-Project Description”, for disciplines to be prequalified for the specific solicitation.)

Participating Discipline Information				
Discipline	Firm Name	RME/RMO	CA License #	Expiration
1.General Contractor				
2.Architect				
NOTE: Disciplines listed:	1. Represent participating disciplines for which qualification questions have been included in the RFSQ response. 2. Must complete a scored questions form in Part IV. 3. Are not subject to the public proposal process identified. 4. Cannot be substituted without the consent of the VCFPD.			

c. Other Participating Firms known at the time of Qualifications Submittal

Listing of contracted Consultants and Subcontractors				
Discipline	Firm Name	RME/RMO	CA License #	Expiration
NOTE: Disciplines that are listed:	1. Represent a complete listing of all firms known at the time of qualifications submission that will participate in the project. 2. Are not subject to the public proposal process identified. 3. Cannot be substituted without the consent of the VCFPD.			

2. Background Information

2a.	Date of formation, or commencement:	
2b.	Under the laws of what State:	

The D-BE must provide a copy of the agreement forming their partnership or association. This agreement must specify that all partners or association members agree to be fully liable for their performance under the design-build contract.

ATTACHMENT B
VALLEY CENTER FIRE PROTECTION DISTRICT
RFSQ DESIGN BUILD SERVICES FOR FIRE STATION PROJECTS
PREQUALIFICATION QUESTIONNAIRE

3. For D-BEs that are Partnerships

3a. Provide all the following information for each partner who owns ten percent (10%) or more of the firm.

Position	Name	Years with Company	% Ownership

3b. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years. NOTE: For this question, “owner” and “partner” refer to ownership of ten percent (10%) or more of the business.

Person’s Name	Construction Firm	Dates of Participation

4. For D-BEs that are Joint Ventures

4a. Provide the following information for each firm that is a member of the Joint Venture:

Name of Firm	Name of Owner/Partner/ CEO/President	Years with Co.	% Ownership of Joint Venture

ATTACHMENT B
VALLEY CENTER FIRE PROTECTION DISTRICT
RFSQ DESIGN BUILD SERVICES FOR FIRE STATION PROJECTS
PREQUALIFICATION QUESTIONNAIRE

5. For D-BEs that are Other Associations:

a. Nature and Description of Other Association: _____

Provide the following information for each firm that is a Member of the Association:

Name of Firm	Name of Owner/Partner/ CEO/President	Years with Co.	% Ownership of Association

(Remainder of page intentionally left blank)

ATTACHMENT B
VALLEY CENTER FIRE PROTECTION DISTRICT
RFSQ DESIGN BUILD SERVICES FOR FIRE STATION PROJECTS
PREQUALIFICATION QUESTIONNAIRE

PART II Essential

Requirements

The D-BE will be disqualified for any responses to questions noted below as “Disqualifying”.

1. Members of the D-BE, General Contractor, Architect and the representatives for disciplines to be prequalified listed in the RFSQ Section A, “RFSQ Project Requirements - Project Description”, possess their respective valid and current California licenses appropriate for the project for which they intend to submit a proposal. Provide license information in Part IV.

☐ Yes

☐ No (Disqualifying)

2. Can all D-BE Members and pre-qualified disciplines (per “RFSQ Project Requirements - Project Description”) providing professional consulting services comply with the VCFPD insurance requirements provided in the attached ATTACHMENT A and secure the required insurance coverage at the time of contract award?

☐ Yes

☐ No (Disqualifying)

3. Can all D-BE and/or General Contractor comply with the VCFPD insurance requirements provided in ATTACHMENT A and secure the required insurance coverage at the time of contract award?

☐ Yes

☐ No (Disqualifying)

4. The D-BE and Members, General Contractor and the representatives for the disciplines listed in the “RFSQ Project Requirements - Project Description” have attached evidence of current Worker’s Compensation Insurance as required by the Labor Code, or is legally self-insured pursuant to Labor Code section 3700 et. seq.

D-BE & Members ☐ Yes

☐ No (Disqualifying)

General Contractor ☐ Yes

☐ No (Disqualifying)

Architect ☐ Yes

☐ No (Disqualifying)

☐ D-BE & Members, General Contractor, Architect and representatives of prequalified disciplines are exempt because it has no employees. Indicate which firm(s) is/are exempt:

5. NOT USED

ATTACHMENT B
VALLEY CENTER FIRE PROTECTION DISTRICT
RFSQ DESIGN BUILD SERVICES FOR FIRE STATION PROJECTS
PREQUALIFICATION QUESTIONNAIRE

6. The D-BE has attached a notarized Surety Declaration from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states that the D-BE/General Contractor's current bonding capacity is sufficient for this project, at least \$8 million or greater. NOTE: The notarized statement must be from the surety company, not an agent or broker.

☐ Yes

☐ No (Disqualifying)

7. At any time during the last five (5) years, has a surety firm completed a contract on behalf of or paid for completion of a contract because the D-BE and/or General Contractor was terminated for default by the project owner? NOTE: Attach a letter from your surety insurer as confirmation.

☐ Yes (Disqualifying)

☐ No

8. At the time of submitting this prequalification, is any Member of the D-BE, General Contractor or Architect ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

☐ Yes (Disqualifying)

☐ No

9. At any time during the last five (5) years, has any Member of the D-BE, General Contractor or Architect, or any of their owners or officers, been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

☐ Yes (Disqualifying)

☐ No

10. Is any Member of the D-BE, General Contractor or Architect currently the debtor in a bankruptcy case?

☐ Yes (Disqualifying)

☐ No

11. At any time during the last five (5) years, was any Member of the D-BE, General Contractor or Architect in bankruptcy? (This question refers only to a bankruptcy action that was not described in answer to question 10).

☐ Yes (Disqualifying)

☐ No

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12. At any time during the last five (5) years, has any license from the California Contractors State License Board (CSLB) or California Architects Board (CAB) held by any Member of the D-BE, General Contractor or Architect, or their Responsible Managing Employee (RME) or Responsible Managing Officer (RMO), been suspended or revoked?

☐ Yes (Disqualifying) ☐ No

13. At any time during the last five (5) years, has any Member of the D-BE, General Contractor or Architect or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, defaulted on, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason? NOTE: "Associated with" refers to another firm in which an owner, officer, or partner held a similar position.

☐ Yes (Disqualifying) ☐ No

14. Is the surety to be used for this project authorized by the Insurance Commissioner to transact business of insurance in the State of California? Identify surety in declaration in Part VI.

☐ Yes ☐ No (Disqualifying)

15. At any time during the last five (5) years, has any Member of the D-BE, General Contractor or Architect, or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes (Disqualifying) ☐ No

16. At any time during the last five (5) years, has a court or administrative agency made a final determination that any Member of the D-BE, General Contractor or Architect, individually or collectively with another party, violated any federal or state laws prohibiting the hiring or employment of illegal or undocumented employees?

☐ Yes (Disqualifying) ☐ No

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PART III

**Questions for the D-BE/Members (if D-BE is a partnership, JV or other association) and
GENERAL CONTRACTOR**

All D-BEs must complete this section for the D-BE, Members AND the General Contractor, even in the case that the General Contractor is not a part of the D-BE. Part III has eighteen (18) questions. If additional information is required as a result of a “yes” response, provide that information in one (1) concisely written paragraph that is no more than one quarter-page in length for each example. This Part III is worth up to 18 points.

1. At any time during the last five (5) years, has the D-BE/Member(s)/General Contractor been assessed or paid liquidated damages resulting from a contract with a public or private owner? (2 points)

☐ Yes ☐ No (Favorable)
2. At any time during the last three (3) years, has the D-BE/Member(s)/General Contractor been required to pay a premium of more than one percent (1.00%) for a Performance or Payment Bond on any project? (0.5 point)

☐ Yes ☐ No (Favorable)
3. At any time during the last five (5) years, has the D-BE/Member(s)/General Contractor ever been denied bond coverage by a surety, or has there ever been a period of time when the General Contractor had no bond in place during a public construction project when one was required? (2 points)

☐ Yes ☐ No (Favorable)
4. Does the D-BE/Member(s)/General Contractor have a written Injury and Illness Prevention Program (IIPP) that complies with California Code of Regulations, Title 8, Sections 1509 and 3203? (0.5 point)

☐ Yes (Favorable) ☐ No
5. Do the D-BE/Member(s)/General Contractor have a written safety program that meets Cal/OSHA requirements? (0.5 point)

☐ Yes (Favorable) ☐ No

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6. Will the D-BE/Member(s)/General Contractor have personnel permanently assigned and dedicated to safety on this project? (1 point)
- ☐ Yes (Favorable) ☐ No
7. At any time during the last five (5) years, has the federal OSHA cited and assessed penalties against the D-BE/Member(s)/General Contractor? NOTE: If you have filed an appeal of a citation and the Appeals Board has ruled in your favor, you need not include information about it. (0.5 point)
- ☐ Yes ☐ No (Favorable)
8. At any time during the last five (5) years, has any Environmental Protection Agency, Air Quality Management District, or Regional Water Quality Control Board cited and assessed penalties against the D-BE/Member(s)/General Contractor or the owner of a project on which the D-BE/Member(s)/General Contractor was the contractor? NOTE: If you have filed an appeal of a citation and the Appeals Board has ruled in your favor, you need not include information about it. (1 point)
- ☐ Yes ☐ No (Favorable)
9. List the D-BE/Member(s)/General Contractor's Experience Modification Rate (EMR) (California Worker's Compensation insurance) for each of the past three premium years (2018, 2019, and 2020 (0.5 point)
- 2018: _____
2019: _____
2020: _____
10. At any time during the last five (5) years, has there ever been a period when the D-BE/Member(s)/General Contractor had employees but was without Worker's Compensation insurance or state-approved self-insurance? (1 point)
- ☐ Yes ☐ No (Favorable)
11. At any time during the last five (5) years, has there been an occasion in which the D-BE/Member(s)/General Contractor was required to pay either back wages or penalties for the failure to comply with the state's prevailing wage laws? NOTE: This question refers only to the D-BE/Member(s)/General Contractor's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor. (1 point)
- ☐ Yes ☐ No (Favorable)

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12. At any time during the last five (5) years, has there been an occasion in which the D- BE/Member(s)/General Contractor was penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements? (1 point)
- ☐ Yes ☐ No (Favorable)
13. Does the D-BE/Member(s)/General Contractor intend to request the dispatch of apprentices from an apprenticeship program approved by the California Apprenticeship Council for use on this Project if awarded the contract? (1 point)
- ☐ Yes (Favorable) ☐ No
14. At any time during the last five (5) years, has the D-BE/Member(s)/General Contractor been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works? (0.5 point)
- ☐ Yes ☐ No (Favorable)
15. Does the D-BE/Member(s)/General Contractor have a written Quality Assurance / Quality Control (QA / QC) program? (1 point)
- ☐ Yes (Favorable) ☐ No
16. Will the D-BE/Member(s)/General Contractor have personnel permanently assigned and dedicated to QA / QC on this project that have executed this program on prior project(s)? (1 point)
- ☐ Yes (Favorable) ☐ No
17. At any time during the last five (5) years, have the General Contractor and Architect completed any design-build projects as a team? If “yes” provide the following information on each project: description, type, location, owner, contact information, project value. (2 points)
- ☐ Yes (Favorable) ☐ No
18. At any time during the last five (5) years, has Cal/OSHA or an equivalent agency from outside the State of California cited and assessed penalties against the D-BE/Member(s)/General Contractor for any “serious,” “willful” or “repeat” violations of its safety or health regulations? NOTE: If you have filed an appeal of a citation and the Appeals Board has ruled in your favor, you need not include information about it. (1 point)
- ☐ Yes ☐ No (Favorable)

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PART IV- A

Questions for Prequalified Discipline #1
Discipline: General Contractor

Part IV-A has eight (8) questions. Responses shall be prepared for the first prequalified discipline, the General Contractor, as noted in RFSQ Section 1.1, "RFSQ Project Requirements - Project Description". If additional information is required as a result of a response, provide that information in one (1) concisely written paragraph that is no more than one quarter-page in length for each example. Total point value for Parts IV-A through IV-B is up to 22 points. This consists of 11 points each for the General Contractor and Architect (22 points combined).

The D-BE shall provide responses to the following questions for the General Contractor:

1. List all California license numbers, classifications and expiration dates currently held. If any of the license(s) are held in the name of a corporation or partnership, list names of qualifying individual(s) listed on state records who meet the experience and examination requirements for each license. (0.5 point)

☐ Yes ☐ No
2. At any time during the past five (5) years, has the prequalified discipline had a claim in excess of \$50,000 filed against them from an owner in court or in arbitration concerning the work of the firm? If "yes" provide the following information for each claim: project name, date of claim, claimant, description, court in which filed, status. (0.5 point)

☐ Yes ☐ No
3. At any time during the past five (5) years, has the prequalified discipline filed a legal suit in protest of a project award or a claim in excess of \$50,000 against an owner/agency in court or in arbitration concerning work on a project or payment for a contract? If "yes" provide the following information for each claim: project name, date of claim, owner, description, court in which filed, status. (2 points)

☐ Yes ☐ No
4. At any time during the past five (5) years, has the prequalified discipline had any carrier, for any form of insurance, refuse to renew coverage? If "yes" provide the following information for each carrier: carrier name, year, form of insurance, reason. (0.5 point)

☐ Yes ☐ No

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5. Does the representative for the prequalified discipline have a local office in the County of San Diego California? If “yes”, provide the address and number of years it has operated, and list the number of employees. (1 point)

☐ Yes

☐ No

Address _____

Years _____ Employees _____

6. During the past five (5) years, how many design-build projects has the representative for this discipline completed? Provide the project name, location, and a brief description of each project. Indicate which were completed with representatives from the proposed project team submitting on behalf of the other prequalified disciplines, and which disciplines they represent. (1.5 points)
7. During the past five (5) years, how many “comparable projects” (as defined in RFSQ) located in California has the representative for this discipline completed? Provide the project name, location, and a brief description of each project; indicate which projects were Design-Build, and if the project required any of the unique project elements described in RFSQ Section 1.1. (3 points)
8. Attach the resumes of Key Personnel proposed for this project; indicate those involved in the projects listed in question #7 above. (2 points)

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PART IV- B

Questions for Prequalified Discipline #2
Discipline: Architect

Part IV-B has eight (8) questions. Responses shall be prepared for the second prequalified discipline, the Architect, as noted in RFSQ Section A, "RFSQ Project Requirements - Project Description". If additional information is required as a result of a response, provide that information in one (1) concisely written paragraph that is no more than one quarter-page in length for each example. Total point value for Parts IV-A through IV-B is up to 22 points. This consists of 11 points each for the General Contractor and Architect (22 points combined).

The D-BE shall provide responses to the following questions for the Architect:

1. List all California license numbers, classifications and expiration dates currently held. If any of the license(s) are held in the name of a corporation or partnership, list names of qualifying individual(s) listed on state records who meet the experience and examination requirements for each license. (0.5 point)
2. At any time during the past five (5) years, has the representative for the prequalified discipline had a claim in excess of \$50,000 filed against them from an owner in court or in arbitration concerning the work of the firm? If "yes" provide the following information for each claim: project name, date of claim, claimant, description, court in which filed, status. (0.5 point)

☐ Yes☐ No
3. At any time during the past five (5) years, has the prequalified discipline filed a legal suit in protest of a project award or a claim in excess of \$50,000 against an owner/agency in court or in arbitration concerning work on a project or payment for a contract? If "yes" provide the following information for each claim: project name, date of claim, owner, description, court in which filed, status. (2 points)

☐ Yes☐ No
4. At any time during the past five (5) years, has the representative for the prequalified discipline had any carrier, for any form of insurance, refuse to renew coverage? If "yes" provide the following information for each carrier: carrier name, year, form of insurance, reason. (0.5 point)

☐ Yes☐ No

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5. Does the representative for the prequalified discipline have a local office in the County of San Diego? If “yes”, provide the address and number of years it has operated, and list the number of employees. (1 point)

☐ Yes

☐ No

Address _____

Years _____ Employees _____

6. During the past five (5) years, how many design-build projects has the representative for this discipline completed? Provide the project name, location, and a brief description of each project. Indicate which were completed with the listed General Contractor. (1.5 points)
7. During the past five (5) years, how many “comparable projects” (as defined in RFSQ Section A) located in California has the representative for this discipline completed? Provide the project name, location, and a brief description of each project; indicate which projects were Design-Build, and if the project required any of the unique project elements described in RFSQ Section A. (3 points)
8. Attach the resumes of Key Personnel proposed for this project, indicate those involved in the _____ projects to question #7 above. (2 points)

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PART V Comparable

Projects

The representatives for the disciplines to be prequalified identified in RFSQ Section 1.1, “RFSQ Project Requirements-Project Description”, must each complete and submit Project Data Sheets for Two (2) Comparable Projects as evidence of relevant project experience. If two or more representatives from disciplines to be prequalified have worked on the same project, that project can be submitted as a Comparable Project for both/all parties. All four (4) Comparable Projects will be scored, up to 6 points each, for a total of up to 24 points. Please note that each new fire station project could receive up to 6 points; whereas, the maximum point value for each temporary fire station, substantial remodel of a fire station, essential services building project or design-build project for a public agency would be 3 points.

A Comparable Project has the attributes identified in RFSQ Section 1.1, “Project Description-Comparable Project Attributes”. If a project has a portion of the attributes, only those attributes will be scored. If a submitted project has none of the attributes, it will be scored as a zero and will not be used for Reference Questions.

Comparable Project Data

1. Project Name: _____
2. Location: _____
3. Date of Completion: _____
4. Indicate Comparable Project attributes (corresponds with attributes listed in RFSQ Section 1.1, “RFSQ Project Description – Comparable Project Attributes”):
 - a. New Construction (not a remodel or upgrade) of a Fire Station located in California constructed in accordance with the Essential Services Buildings Seismic Safety Act completed in the last five (5) years (2015 or later). (1 point)
 - b. New Construction (not a remodel or upgrade) of an Essential Services Building (as defined in the California Health and Safety Code, Chapter 2, Section 16007) located in California and completed in the last five (5) years (2015 or later). (0.5 points)
 - c. New Construction (not remodel or upgrade) of a Public Building project of at least 5,000 square feet, constructed or designed for a public agency located in California, completed in the last five (5) years (2015 or later). (0.5 points)

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- d. New Construction (not a remodel or upgrade) of a temporary Fire Station project located in California and completed in the last five (5) years (2015 or later). (0.5 points)
- e. Substantial Remodel of a Fire Station (exceeding \$500,000 valuation) located in California and completed in the last five (5) years (2015 or later). (0.5 points)
- f. Indicate the Member's responsibility. For the General Contractor, indicate whether project involvement was as the primary at-risk construction entity, or as another associated firm. For the Architect, indicate if project involvement was as Architect of Record, or in a production capacity, and indicate responsibility and participation in oversight agency (i.e., State Architect) review process.

Contractor Involvement (mark one)

- ☐ Primary At-Risk Entity (2 points)
- ☐ Other Associated Firm (0.5 point)

Architect Involvement (mark one)

- ☐ Architect of Record (2 points)
- ☐ Production capacity (0.5 point)
- ☐ Directly responsible for oversight agency review process (0.5 point)

Note: the maximum point value that can be received for responses for 4 a-e is 1 point.

5. Were liquidated or consequential damages assessed or paid on this project?

☐ Yes ☐ No (0.5 point)

6. Are there any unresolved claims remaining between your firm and the owner?

☐ Yes ☐ No (0.5 point)

7. Were any major corrective actions to work-in-place required during or after construction?

☐ Yes ☐ No (1 point)

8. Are there any persistent or repetitive warranty callback issues?

☐ Yes ☐ No (1 point)

9. Identify the following members of the project team:

General Contractor:

Architect:

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10. Owner Contact information for Reference Questions:

Owner Contact:	_____
Title:	_____
Address:	_____
City, State, ZIP:	_____
Phone:	_____
E-mail:	_____
Alternate Owner:	_____
Title:	_____
Address:	_____
City, State, ZIP:	_____
Phone:	_____
E-mail:	_____

Please make sure to provide a current email address for all references, as all reference checks will be conducted via email. Reference checks will be performed and scored for each Comparable Project for the General Contractor, Architect and Members of the Design-Build Entity. Owner Contacts provided will be contacted and asked to provide responses to the Reference Questions. References should be informed that an inquiry will be forthcoming from the VCFPD to ensure that a timely response is provided.

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Authorization for Release of Information and Waiver of Liability for References

By signing this Authorization, the D-BE, its Members, the General Contractor, and representatives of all prequalified disciplines identified in Part I, (collectively and individually referred to as "Contractor") agree as follows:

1. Contractor **authorizes** any and all individuals who are familiar with Contractor's work history and performance to provide information to VCFPD pertaining to Contractor's performance.
2. Contractor voluntarily waives any and all rights it/he/she may have to privacy and/or confidentiality pertaining to Contractor's work history and performance insofar as the information is released solely to VCFPD in its evaluation of Contractor's suitability as a design-build team member for the specific solicitation, RFSQ.
3. This authorization shall remain valid for one (1) year from the date of signature.
4. Contractor hereby releases VCFPD their officers and employees, and any party responding to a reference check, from any claims, damages or liabilities of any kind, that may directly or indirectly result from the use disclosure, or release of such information by any person or party, whether such information is favorable or unfavorable to Contractor, arising from the work reference contemplated by this authorization.

Contractor has read the above, understands its contents, and voluntarily agrees to its terms.

This Authorization must be signed by the General Contractor, Members of the D-BE, and representatives of all prequalified disciplines identified in Part I of the Prequalification Questionnaire. A copy of this Authorization will be provided to all individuals and entities solicited for a reference check.

General Contractor

By: _____
Title: _____
Date: _____

Architect

By: _____
Title: _____
Date: _____

D-BE Member(s) (if applicable)

By: _____
Title: _____
Date: _____

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Reference Questions for the GENERAL CONTRACTOR

The following ten (10) questions will be used to conduct reference checks with the Owner Contacts identified on the two (2) Comparable Projects for the General Contractor. The Reference Questions are included in this package for information only. No action is required. However, the General Contractor may provide this information to its designated Owner Contact as a courtesy.

The Owner Contacts will be asked to rate their responses to the following questions on a scale of 1 to 3, with 2 being average, 1 being lowest and 3 being the highest. A response of 1 will score 0.25 point, a response of 2 will score 0.5 point and a response of 3 will score 1 point. For questions 2, 4, and 7, a response of “no” will equal 0 points and a response of “yes” will equal 1 point. In the event that an Owner Contact cannot be contacted, no points will be awarded for that reference check. Please note that the points available for the reference checks follow the scoring system for comparable projects. If the comparable project is a fire station, the maximum points available for the reference questions is 10, if the comparable project is a temporary fire station, a substantial fire station remodel, an essential services building project or a design-build project for a public agency, the maximum points available for the reference questions is 5 (the total score on the reference questions receive half value).

1. How would you rate the experience, leadership, and communication skills of the Project Superintendent provided by the General Contractor? (1=0.25 point, 2=0.5 point, 3=1 point)
2. In reference to question #1, would you want this individual working for you again on a similar project? (no=0 points or yes=1 point)
3. How would you rate the experience, timeliness, and accuracy of the Project Manager, Project Engineer, and Estimator provided by the General Contractor? (1=0.25 point, 2=0.5 point, 3=1 point)
4. In reference to question #3, would you want these individuals working for you again on a similar project? (no=0 points or yes=1 point)
5. How would you rate the management sophistication, the depth of resources, and the systems utilized by the General Contractor? (1=0.25 point, 2=0.5 point, 3=1 point)
6. How would you rate the General Contractor’s commitment to the project goals and objectives at all phases, including at proposal, during construction, after Substantial Completion, and during the commissioning period? (1=0.25 point, 2=0.5 point, 3=1 point)
7. Do you feel the General Contractor appropriately managed the contingencies under their control? (no=0 points or yes=1 point)
8. How would you rate the quality of construction? (1=0.25 point, 2=0.5 point, 3=1 point)

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9. How would you rate the General Contractor's handling of claims, including timeliness, appropriateness, documentation, cost and effort to reduce impact on project schedule and budget? (1=0.25 point, 2=0.5 point, 3=1 point)
10. How would you rate the General Contractor's ability and commitment to stay within the project budget? (1=0.25 point, 2=0.5 point, 3=1 point)

Reference Questions for the ARCHITECT

The following ten (10) questions will be used to conduct reference checks with the Owner Contacts identified on the two (2) Comparable Projects for the Architect. The Reference Questions are included in this package for information only. No action is required. However, the Architect may provide this information to its designated Owner Contact as a courtesy.

The Owner Contacts will be asked to rate their responses to the following questions on a scale of 1 to 3, with 2 being average, 1 being lowest and 3 being the highest. A response of 1 will score 0.25 point, a response of 2 will score 0.5 point and a response of 3 will score 1 point. For question 2, a response of "no" will equal 0 points and a response of "yes" will equal 1 point. In the event that an Owner Contact cannot be contacted, no points will be awarded for that reference check. Please note that the points available for the reference checks follow the scoring system for comparable projects. If the comparable project is a fire station, the maximum points available for the reference questions is 10, if the comparable project is a temporary fire station, a substantial fire station remodel, an essential services building project or a design-build project for a public agency, the maximum points available for the reference questions is 5 (the total score on the reference questions receive half value).

1. How would you rate the experience, leadership, and communication skills of the Project Architect? (1=0.25 point, 2=0.5 point, 3=1 point)
2. In reference to question 1, would you want this individual working for you again on a similar project? (no=0 points or yes=1 point)
3. How would you rate the creativity, timeliness, and accuracy of the team provided by the Architect? (1=0.25 point, 2=0.5 point, 3=1 point)
4. How would you rate the Architect's design approach and design solutions? (1=0.25 point, 2=0.5 point, 3=1 point)
5. How would you rate the Architect's commitment to the project at all phases, including during construction, after Substantial Completion, and during the commissioning period? (1=0.25 point, 2=0.5 point, 3=1 point)

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6. How would you rate the adequacy of investigation and due diligence performed by the Architect in the following areas: program identification, existing conditions evaluation, development of details, product selections, code interpretation? (1=0.25 point, 2=0.5 point, 3=1 point)
7. How comfortable would you be constructing the same facility a second time without significant changes to the design? (1=0.25 point, 2=0.5 point, 3=1 point)
8. How would you rate the transition of the project from design to construction, including adjustments to the design resulting from agency reviews, substitution requests, and RFIs? (1=0.25 point, 2=0.5 point, 3=1 point)
9. How would you rate the Architect's ability to avoid changes/claims during construction through accuracy and detailing of plans, timeliness of responses to RFI's and COR's, and emphasis on constructability? (1=0.25 point, 2=0.5 point, 3=1 point)
10. How would you rate the Architect's ability and commitment to stay within the project budget? (1=0.25 point, 2=0.5 point, 3=1 point)

(Remainder of this Section Intentionally Left Blank)

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**PART VI Surety
Declaration**

Provide this declaration to your Surety or Sureties to be used for this project to be signed by an authorized representative and notarized, and included with your Prequalification Document. If the entity submitting this Prequalification Document is a Joint Venture, Partnership or other association, provide such information for each D-BE Member or partner.

The undersigned declares under penalty of perjury that the bonding capacity indicated below is true and correct and that this declaration was executed in:

_____ (County), _____ (State) on _____ (Date)

(Signature)

(Name and Title)

(Representing [Surety Name])

(Firm Name)

(Address)

(City, State, Zip Code)

(Telephone Number)

(Fax Number)

(Email Address)

(ATTACH NOTARIZATION of SURETY REPRESENTATIVE'S SIGNATURE)

Bonding capacity: _____

Provide documentation from your surety identifying the following:

Name of bonding company/surety:	
Name of surety agent, address and telephone number:	
Total bonding capacity	
Total available bonding capacity	

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PREQUALIFICATION QUESTIONNAIRE

PART VII - CERTIFICATION

In responding to this VCFPD Request for Statement of Qualifications Design Build Services for Fire Station Projects, the undersigned Offeror(s) certifies that the information furnished in the submittal to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

1. The D-BE hereby acknowledges receipt of the RFSQ and Addenda Number ____ through ____.
2. The D-BE hereby certifies that the individual signing the submittal is an authorized agent for the D-BE and has the authority to legally bind the D-BE to the Contract. Signature below verifies that the D-BE has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda.
3. The submission of the offer did not involve collusion or other anti-competitive practices.
4. The D-BE has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
5. The D-BE shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
6. The D-BE complies fully with the Federal Debarment Certification regarding debarment, suspension, ineligibility and voluntary exclusion and any related matters.

Independent Determination: I certify that this offer is made without prior understanding, arrangement, agreement, or connection with any corporation, firm or person submitting an offer for the same services, and is in all respects fair and without collusion or fraud. I certify that I have not entered into any arrangement or agreement with any VCFPD representative. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this offer and certify that I am authorized to sign this agreement.

To the Valley Center Fire Protection District:

I, the undersigned, certify and declare that I have read all the foregoing answers submitted in response to this solicitation, RFSQ, Prequalification Document and know its contents.

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

Name of D-BE

Address

City

State

Zip

Phone

Fax

Signature of Person Authorized to Sign

Date

Printed Name

Title

ATTACHMENT B
VALLEY CENTER FIRE PROTECTION DISTRICT
RFSQ DESIGN BUILD SERVICES FOR FIRE STATION PROJECTS
PREQUALIFICATION QUESTIONNAIRE

PART VIII Prequalification

Score Sheet

Part	Description	Scoring
I	Information on the DESIGN-BUILD ENTITY and MEMBERS	Information Only
II	Essential Requirements for the DESIGN-BUILD ENTITY	Pass / Fail
III	Questions for the D-BE/Members (if D-BE is a partnership, JV or other association) and GENERAL CONTRACTOR	0-18 points
IV	Questions for Pre-Qualified Disciplines	Total 0-22 points
	IV A Questions for General Contractor IV B Questions for Architect	0-11 points 0-11 points
V	Comparable Projects	Total 0-24 Points
	GENERAL CONTRACTOR <i>(2 projects, 6 points each)</i> ARCHITECT <i>(2 projects, 6 points each)</i>	0-12 points 0-12 points
V	Reference Checks	Total 0-40 points
	GENERAL CONTRACTOR <i>(2 projects, 10 points each)</i> ARCHITECT <i>(2 projects, 10 points each)</i>	0-20 points 0-20 points
	Total Points	0-104 points