



RFQ # 2021-21-054Q
REQUEST FOR QUALIFICATIONS (RFQ)
FOR
MATERIAL TESTING & SPECIAL
INSPECTION SERVICES

RFQ Questions Due Date:
July 20, 2021 @ 5:00 P.M.

RFQ Response Due Date:
August 3, 2021 @ 2:00 P.M.

OCEANSIDE UNIFIED SCHOOL DISTRICT
2111 MISSION AVE. OCEANSIDE, CA 92058

REQUEST FOR QUALIFICATIONS

NOTICE IS HEREBY GIVEN THAT THE OCEANSIDE UNIFIED SCHOOL DISTRICT of San Diego County, California, acting by and through its Governing Board, is requesting qualifications submittal for

RFQ #2021-21-054Q MATERIAL TESTING & SPECIAL INSPECTION SERVICES

The Request for Qualifications (RFQ) may be obtained from the Office of the Construction Program Manager, Oceanside Unified School District, 2111 Mission Avenue, Building E, Oceanside, CA 92058, or may be downloaded from the District's website [here](#). It is the Proposer's responsibility to check the website for notification of clarification and/or responses to questions. Questions regarding this RFQ shall be directed in writing to Ashley Gerhard via email at ashley.gerhard@oside.us no later than 5 p.m. on Thursday, July 20, 2021. Responses to questions and/or clarifications will be posted on the above website by Tuesday, July 27, 2021, by 5 p.m.

Sealed qualifications submittals must be received in the Office of the Bond Construction Program, Oceanside Unified School District, 2111 Mission Avenue, Building E, Oceanside, CA 92058, up to but no later than 2 p.m. on Tuesday, August 3, 2021.

The Oceanside Unified School District reserves the right to reject any or all qualifications submittals, to accept or to reject any one or more items of a qualifications submittal, or to waive any irregularities or informalities in the qualifications submittals or in the bidding.

Dated this day of July 7, 2021.

Publication Date: July 7, 2021
July 13, 2021

**NOTICE REGARDING DISCLOSURE
OF
CONTENTS OF DOCUMENT**

All responses to this Request for Qualifications (RFQ) accepted by the Oceanside Unified School District (District) shall become the exclusive property of the District. Upon opening, all qualifications submittals accepted by the District shall become a matter of public record and shall be regarded as public information, with the exception of those elements of each qualifications submittal which are identified by the preparers as business or trade secrets and plainly marked as "trade secret," "confidential" or "proprietary." Each element of a qualifications submittal that an applicant desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the District in any way whatsoever. If disclosure is required under the California Public Records Act or otherwise by law (despite the preparer's request for confidentiality), the District shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

**REQUEST FOR QUALIFICATIONS
RFQ #2021-21-054Q
MATERIAL TESTING
& SPECIAL INSPECTION SERVICES**

SECTION I: INTRODUCTION

The Oceanside Unified School District (OUSD) is soliciting qualifications submittals for qualified Firms to provide Material Testing and Special Inspection Services required as part of the District's modernization and new construction program.

The Oceanside Unified School District ("District") is inviting submittals of Statements of Qualifications ("SOQ"s) from interested and qualified Material Testing and Special Inspection Firms ("Consultant") to provide comprehensive professional services for various projects. The District expects to conduct significant construction projects throughout the District. This RFQ seeks to pre-qualify Consultants that demonstrate the highest level of experience and capability to provide material testing and special inspection services.

Selection will result in a pool of Material Testing and Special Inspection Service Providers ("Pool") expected to provide comprehensive services to the District on an as-needed basis. Section IV of this document outlines the requirements, selection process, and documentation necessary to submit qualifications in response to this solicitation.

The District may modify the RFQ prior to the deadline for submittals by issuance of an electronic addendum on the District's website [here](#).

Selection for Material Testing and Special Inspection Services Firms will be performed by the District evaluation committee ("Committee"). If the District determines it to be in their best interest, interviews may be arranged as part of the selection process and will follow the schedule identified in this RFQ.

Following identification of qualified Consultants selected for the Pool, the District may request a project-specific Request for Proposal ("RFP") on an as needed basis from the Pool. A project specific "Addendum" to the Material Testing and Special Inspection Services agreement will be issued to the Consultant(s) which, in the judgment of the District, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.

Pre-qualified Consultants in the Pool will be eligible to provide scope and fee proposals for specific assignments ("Addendum") upon request from the District. The District may issue an Addendum to the Material Testing and Special Inspection Services Agreement, based on qualifications, performance on previous task orders, and an evaluation of the scope and fee proposal prepared for each specific Addendum. The District reserves the right to request proposals from outside of the Pool at any time. The District reserves the right to request a scope of work and fee proposal from one or more of the Consultants in the Pool.

The District may choose to issue an Addendum to any of the Consultants at its sole discretion. The District's Master Agreement for Material Testing and Special Inspection Services will be issued as part of the addendum. The Agreement is not to be included with the Consultant's SOQ submittal. Specific project needs may include only a portion of the services identified therein. The selected Consultant, should Consultant accept the Project, will sign the "Addendum" to the Material Testing and Special Inspection Services Agreement prior to start of work. The exact scope of services required by the District will be set forth in a project-specific RFP.

A. PURPOSE

The purpose of this request for qualifications (RFQ) is to solicit qualifications submittals from qualified firms for performing MATERIAL TESTING AND SPECIAL INSPECTION SERVICES as needed. The District intends to form a pool of qualified material testing and special inspection firms based on qualifications and experience.

SECTION II. PROJECT DESCRIPTION

A. BACKGROUND

The District is completing its \$195 million local bond measure, Proposition H, passed by the voters in 2008. In addition, OUSD recently passed Measure W in 2020, a \$160 million local bond measure that will continue the Bond construction program. The scope of work and value of the projects associated with this program vary in size and magnitude. Therefore, OUSD is requesting qualifications submittals from firms capable of providing MATERIAL TESTING AND SPECIAL INSPECTION SERVICES.

B. PROJECT SITES / PROJECTS

The project sites consist of various elementary, middle, high schools and District support facilities located within the boundaries of Oceanside Unified School District. This RFQ describes the background and services needed, the selection process and the minimum information that must be included when responding to this RFQ.

SECTION III: SCOPE OF SERVICES

A. KEY FUNCTIONS OF THE CONSULTANT

Selected firms will be responsible for ensuring that all code-prescribed material testing and special inspection and associated duties are completed.

B. DESCRIPTION OF REQUIRED SERVICES

The anticipated services to be provided may include some or all of, but not limited to, the sampling, material testing and special inspection services identified in the Scope of Work section of the sample District-Consultant

Agreement, attached to this RFQ as Attachment A. A sample scope is attached as Exhibit A.

SECTION IV. INFORMATION AND INSTRUCTIONS TO PROPOSERS

The following information is required in the qualifications submittals and should be submitted as follows:

A. QUALIFICATIONS CONTENTS

Cover Letter (not to exceed 1 page)

The qualifications submittal should contain a cover letter and introduction, including the company name, address, and the name, telephone number, facsimile number and e-mail address of the person or persons authorized to represent the company regarding all matters related to the qualifications submittals. A person authorized to bind the firm to all commitments made in the qualifications submittal shall sign this letter. The letter must also contain the following statement:

- a. "We have read the District's Request for Qualifications (RFQ) for MATERIAL TESTING AND SPECIAL INSPECTION SERVICES and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to provide the District with the services that we have indicated we can provide. We understand that our ability to meet the criteria outlined in this RFQ shall be judged solely by the District."

2. Executive Summary (not to exceed 1 page)

Include a brief summary of the most significant attributes that your firm has to offer and why your firm should be selected.

3. Firm Background/History (not to exceed 1 page)

Identify ownership of firm and provide a one-page history, including number of years your firm has provided similar services for both public and private sector clients. Include description of the proposed program approach to providing the anticipated services on concurrent projects. Identify the single entity that is the primary point of contact.

4. Location of Firm and Personnel (not to exceed 1 page)

Provide the principal address of the firm, and partners of joint venture firms, if applicable. If sub-consultants or subcontractors will provide any of the services included in the Scope of Services, provide the firms' addresses.

5. Recent Experience (not to exceed 1 page)

Provide details of the firm's recent experience in providing the anticipated services for K-12 school facilities and/or public facilities completed in the State of California. Identify experience for both new facilities and additions projects and alterations to existing facilities.

6. Personnel and Capabilities (not to exceed 1 page)

Include brief resumes of all individuals that will be available for providing the anticipated services. Describe the qualifications, certifications (where applicable) and capabilities of these personnel capable of providing the anticipated services and their experience in providing the services. Indicate the personnel that are employees of your firm, those of subcontractor firms, and those that will be available on an associate basis.

7. References (not to exceed 1 page)

Provide five references, including name, organization, address and telephone number of persons who can attest to your firm's and the proposed staff's performance. Include references for services performed for the Oceanside Unified School District, if applicable.

8. Litigation History (not to exceed 1 page)

Provide your firm's history of any construction litigation in the past five years.

9. Professional Liability Insurance (not to exceed 1 page)

Provide evidence that your firm is capable of meeting the following insurance requirements:

Provide information on the types and amounts of insurance carried including Commercial General Liability, Automobile Liability, Workers Compensation, and Professional Liability Coverage. The carrier must have Best Key Rating Guide of "A" or better as a California admitted insurer.

All such insurance shall be on an occurrence basis and should name the District as additional insured.

Policies shall have a non-renewal or cancellation clause of not less than thirty (30) days. Minimum limits of insurance required by the District for consultant and sub-consultants are indicated in the Master Agreement for Material Testing and Special Inspection Services, and as follows:

A. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.

C. Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and

D. Professional Liability: Not less than \$2,000,000 per claim

Proof of insurance coverage must be provided for consultant and sub-consultant personnel. Insurance is to be placed with insurers licensed to do business in the State of California as admitted carriers, have an “A” policy holders rating and a financial size rating of at least Class VII in accordance with the most current Best’s Key Rating Guide.

10. Unit Rate Pricing Sheet (not to exceed 1 page)

In a sealed envelope bound within the Qualifications submittal, provide a services pricing sheet, which proposes the hourly rates for all positions related to providing material testing and special inspection services.

11. Additional Information and Comments (No limit)

Include any additional information that you feel is pertinent in an appendix. Do not include additional marketing material.

12. Signature Page

Indicate that the qualifications submittal will be valid for a period of at least six months, apply the signature of the person responsible for the submittal and a statement that said person has the authority to bind the company for this type of submittal.

B. SCHEDULE

The following is a tentative schedule of events:

<u>Action</u>	<u>Date</u>
Release of Request for Qualifications	July 7 & 13, 2021
Deadline for Submission of Questions	July 20, 2021, by 5 p.m.
Addenda - Posted on Website	July 27, 2021, by 5 p.m.
Deadline for Receipt of Qualifications	August 3, 2021, by 2 p.m.
Information to the Board of Education	September 14, 2021
Inform Firms of Selection	After BOE approval

C. CONTACT / QUESTIONS / SUBMITTAL

In order to control information disseminated regarding this Request for Qualifications, interested Firms are directed not to make personal contact with members of the School Board and/or District Administration with the exception of the individual listed below. All questions, interpretations or clarifications, either administrative or technical must be requested in writing by 5 p.m. on Tuesday, July 20, and directed to:

Oceanside Unified School District
Bond Construction Office
2111 Mission Avenue
Oceanside, CA 92058
Attn: Ashley Gerhard
ashley.gerhard@oside.us (Email)

The District reserves the right to revise the RFQ until the date specified in the Schedule of Events. The District expressly reserves the right to alter the Schedule of Events.

One unbound original, four (4) bound copies and (1) electronic copy (USB flash drive) of the qualifications submittal must be submitted. All qualifications submittals must be complete and sealed. Facsimile (FAX) copies are not acceptable.

MARK ENVELOPES CONTAINING QUALIFICATIONS SUBMITTALS:

“MATERIAL TESTING AND SPECIAL INSPECTION SERVICES”

AND SUBMIT BY Tuesday, August 3, 2021, at 2:00 p.m. TO:

**OCEANSIDE UNIFIED SCHOOL DISTRICT
BOND PROGRAM MANAGEMENT
2111 MISSION AVENUE, BUILDING E
OCEANSIDE CA 92058
ATTN: PENNY MCGREW**

**QUALIFICATIONS SUBMITTALS MUST BE RECEIVED BY
Tuesday, August 3, 2021, at 2:00 p.m.**

D. EVALUATION PROCESS AND CRITERIA

The District reserves the right to refuse all qualifications submittals and to waive any minor and/or technical submittal requirements if it is in the District’s best interest to do so. Prior to any contract award, the District reserves the right to reasonably suggest that the consultant team or teams be modified, as appropriate, in order to obtain the optimal consultant team to perform the scope of work. Any suggested modification to the team must be mutually acceptable to the team’s prime consultant.

The applicant must satisfy the District of its ability to perform the services required. The applicant must demonstrate a thorough understanding of each of the tasks identified in this RFQ. In addition, the District may consider evidence of untimely and unsatisfactory performance on prior similar projects or litigation by the applicant on previous contracts to disqualify any applicant.

Evaluation of the qualifications submittals shall be based upon a competitive selection process. The evaluation of qualifications submittals will not be limited to price alone. Technical merit, experience and the interview results will also be considered in the selection process.

The following weighting criteria will be used to evaluate all Qualifications Submittals:

<u>Firm Experience</u>	
Schools	20 points
Regional	15 points
Other	10 points
 <u>References</u>	
	15 points
 <u>Personnel</u>	
Qualifications/Certifications	10 points
Experience	20 points
Total Capacity	10 points
 TOTAL	 100 points

SECTION V. GENERAL SPECIFICATIONS

A. DEFINITIONS

The words (A) "District", (B) "Applicant" or (C) "Consultant" as used in this RFQ shall be understood to refer to (A) Oceanside Unified School District, (B) the qualified consultants, persons, firms or corporations which respond to this RFQ; and (C) the person, firm or corporation with whom the contract is made by said District or the agent or legal representative who may be appointed to represent such person, firm or corporation in the signing and performance of said contract.

B. INSTRUCTIONS AND QUESTIONS

District representative from whom the applicant will receive instructions:

Penny McGrew
OUSD Bond Construction Program Management
2111 Mission Avenue, Building E
Oceanside, CA 92058
Email: pennymcgrew@maasco.com

And

Ashley Gerhard
Project Engineer
Ashley.gerhard@oside.us

Questions regarding this Request for Qualifications should be directed to the person(s) designated above. Do not contact any other District employee or official regarding this RFQ.

C. ADDENDA

If any person contemplating submitting a qualifications submittal for services listed herein is in doubt as to the true meaning of any part of this Request for Qualifications, he/she may submit to the Oceanside Unified School District Representative identified in Section B above, a written request for an interpretation or correction thereof. Such request must be made in writing to the District's representative no later than 5 p.m. on July 20, 2021.

Any interpretation or correction of District specifications will be made only by addenda, duly issued by the District Representatives identified in Section B above. Such addenda will be posted on the District webpage [here](#) by 5 p.m. July 27, 2021.

D. WITHDRAWAL OF QUALIFICATIONS SUBMITTAL

Any applicant may withdraw its qualifications submittal, either personally or by written request at any time prior to the time set for opening qualifications submittals.

E. FIRM COMMITMENT OF AVAILABILITY OF SERVICE

Once a qualifications submittal is opened, an applicant is otherwise expected to maintain an availability of service as set forth in its submittal for at least six months after date from opening of qualifications submittal.

F. RESERVATIONS

The District reserves the right to reject any or all qualifications submittals and any item or item therein, and to waive any non-conformity of the submittal with this, whether of a technical or substantive nature, as the interest of the District may require.

G. DOCUMENTS TO BE CONSTRUED TOGETHER

The Request for Qualifications, the Qualifications Submittal and all documents referred to in the RFQ and the Contract to be entered into between the Consultant and the District and any modification to said documents, shall be construed together as one document.

H. ERRORS AND OMISSIONS

Applicant shall not be allowed to take advantage of any errors or omissions in Request for Qualifications. Full instructions will be given when such error or omission is discovered and timely called to the attention of the District.

I. SPECIFICATIONS NOT CONTRACTUAL

Nothing contained in this RFQ shall create any contractual relationship between any applicant and the District. The District accepts no financial responsibility for costs incurred by any applicant regarding this RFQ.

J. PATENT FEES: PATENT COPYRIGHT, TRADE SECRET AND TRADEMARK FEES

Each applicant shall include in the cost proposal any patent fees, royalties and changes on any patented article or process to be furnished or used in the prosecution of the work.

K. TAXES

Rates shall include all federal, state, local and other taxes.

L. STANDARD TERM AND CONDITIONS

PRIOR TO THE AWARD OF ANY WORK HEREUNDER, DISTRICT AND CONSULTANT SHALL ENTER INTO THE WRITTEN CONTRACT COMPLYING WITH THE TERMS AND CONDITIONS OF AN AGREEMENT AS SHOWN IN ATTACHMENT A. PROPOSERS RESPONDING TO THE RFQ ARE STRONGLY ADVISED TO REVIEW ALL THE TERMS AND CONDITIONS OF THE AGREEMENT.

The selected respondent(s) and each of its (their) sub-consultants and/or co-venture partners, shall comply with all applicable federal and California laws, including, but not limited to, Title VII of the Civil Rights Act 1964, as amended, Executive Orders 11224, 11375, and 12086, the California Fair Employment Practices Act beginning with labor code section 1410, and labor code section 1735, and any other applicable federal and state laws and regulations hereinafter enacted, including the Federal Americans with Disabilities Act (ADA). Consultants shall be responsible for establishing and implementing an ADA program within the consultant's workplace. The respondent shall not discriminate against any prospective or active employee based on race, color, ancestry, national origin, religious creed, sex, sexual orientation, age, or marital status. The selected respondent shall cause the above provisions to be inserted in all contracts with sub-consultants/subcontractors for any work covered by this document so that such provisions will be binding upon each sub-consultant/subcontractor.

Prior to contract execution, proof of insurance at the levels specified in the specific contract will be required. Fingerprinting of all personnel who will visit school sites may also be required.

**SAMPLE DISTRICT CONSULTANT PROJECT SPECIFIC AGREEMENT
ATTACHMENT A**

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement" or "Contract") is made and entered into this DATE, between the **OCEANSIDE UNIFIED SCHOOL DISTRICT**, a California public school district, hereinafter referred to as the "**District**" and **NAME OF COMPANY**, hereinafter referred to as the "**Consultant**" or "**Contractor**."

Government Code section 53060 authorizes a school district to contract with and employ persons for the furnishing to the District of special services and advice in financial, economic, accounting, engineering, legal, operative or administrative matters if such persons are specifically trained and experienced and competent to perform the special services required.

Consultant agrees to provide the District the services enumerated in Section 6 of this Agreement under the following terms and conditions:

1. Services shall begin on DATE and shall terminate upon DATE, unless earlier terminated as provided for herein. The parties may agree to extend the term of this Agreement by mutual written agreement.
 2. Consultant understands and agrees that he and/or all of his employees are Independent Consultants and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions including Unemployment Insurance, Social Security and Income Taxes with respect to Consultant's employees. The parties agree that: (1) Consultant shall be responsible for the control and direction of its own employees and personnel in the performance of the services under this Agreement; (2) the Consultant's personnel shall only perform work that is outside the usual course of the District's business; and (3) Consultant's personnel shall be engaged in business independent of the District. Consultant shall defend and indemnify the District against any claim by any worker that it is actually an employee of the District.
 3. Consultant shall furnish, at his own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.
 4. To the fullest extent permitted by law, Consultant agrees to defend, indemnify and hold harmless the District, its Governing Board, employees and agents from any and all liability or loss arising in any way out of Consultant's performance of this Agreement, including, but not limited to any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employees or agents.
 5. Consultant shall provide District with a Certificate of Insurance showing a minimum \$1,000,000.00 combined single limits of general liability and automobile coverage as required by the State of California.
 6. Services to be rendered to the District by the Consultant are as follows:
 - Completing the NAME OF PROJECT as per proposal and/or scope of work dated DATE (See attached Exhibit "A").
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- Cost of Services is not to exceed: AMOUNT
 - Reimbursable expenses is not to exceed: AMOUNT
 - **Total cost of this agreement AMOUNT (\$XX.00)**

The standard of care for the performance of such services shall be the standard of care generally accepted in Consultant's industry. Consultant warrants that Consultant, and all of its employees and subconsultants, if any, are qualified to perform the services and hold any licenses, permits, approvals, and/or qualifications so required.

Consultant shall keep a file of DSA approved Construction Contract Documents and DSA approved modifications thereto on the site at all times including all reports of testing and inspection required by the Construction Contract documents. The Consultant shall have and maintain at the site at all times all codes and regulations applicable to the project and as necessary to perform project inspection services under this Agreement. The Consultant shall organize and maintain a complete system of records relating to construction of the Project including but not limited to: (i) daily job log; (ii) progress reports; (iii) correspondence file; (iv) change order file; (v) shop drawings and submittals file(s); (vi) test and inspection file; (vii) site conference file; (viii) notice of non-conforming condition file; and (ix) job memo file.

7. Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.
 8. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof. Consultant agrees to comply with all Federal, State, Municipal and District laws, rules and regulations, including but not limited to guidelines related to COVID-19, that are now, or may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
 9. Payments will be made by the District to the Consultant for services satisfactorily performed as follows:

Invoicing shall be submitted monthly for services performed in the previous 30 day billing period. Invoices submitted shall be accompanied by a detailed time summary for the amount being submitted for payment. Where a percent complete is called out on the invoice, a detailed summary for the equivalent shall also accompany the invoice. To the extent that District has approved any expenses as reimbursable, such expenses shall be listed on the invoice and supported by proper documentation. Undisputed amounts of such invoices shall be paid within 30 days of presentation and approval of the monthly invoice for these services on the NAME OF PROJECT project. Failure to bill in a timely manner could result in rejection of your invoice at the District's discretion.
 10. Upon a breach of this Agreement by either party, the non-breaching party may terminate the contract by notifying the breaching party, in writing, no less than 3 days prior to the date of termination. The District may also terminate this Agreement for convenience upon 30 days written notice to the Consultant.
 11. District shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced as part of or resulting from this Agreement and no other uses thereof will be permitted except by
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- permission of the District. District shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. District may use Consultant's name in conjunction with the sale, use, performance, and distribution of the matters for any purpose and in any medium.
12. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
13. Fingerprinting of Employees. The Consultant shall comply with the requirements of California Education Code section 45125.1, and perform the following acts:
- (a) Require all current and subsequent employees of Contractor who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CADOJ").
 - (b) Prohibit employees of Contractor from coming into contact with pupils until the CADOJ has ascertained that the employee has not been convicted of a felony as defined in California Education Code section 45122.1.
 - (c) Certify in writing, using the District's fingerprinting certification form (attached hereto), to the District that neither Contractor nor any of Contractor's employees who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code section 45122.1 and provide such certification to the District.
 - (d) Provide a list of the names of Contractor's employees who may have contact with pupils to the District. This list shall be updated for employee changes and shall list employees by appropriate school site.
 - (e) The District may require the Contractor and its employees who may have contact with pupils to submit to additional background checks at the District's sole and absolute discretion.
14. Audit. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
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15. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
 16. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
 17. Entire Contract. This Contract supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Contract which is not contained herein shall be valid or binding.
 18. Disputes. Any and all disputes that arise out of this Agreement shall first be resolved by good faith negotiations between the parties with the assistance of non-binding mediation. In the event either party determines that they are not able to resolve the dispute through negotiation and mediation, then the dispute shall be submitted to binding arbitration in accordance with the American Arbitration Association. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the services.
 19. Severability. In the event that any provision of this Contract is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this Contract will be affected by such holding, and all of the remaining provisions of this Contract will continue in full force and effect, unless to do so would invalidate the intent of the parties in entering into this Contract.
 20. Amendments. The terms of this Agreement shall not be modified, supplemented, or amended in any manner whatsoever except by written agreement signed by both parties.
 21. Governing Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California and venue shall be appropriate in San Diego, California.
 22. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, to the addresses set forth herein.
 23. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.
 24. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, electronic or otherwise, and all counterparts together shall be construed as one document.
 25. Drug-Free / Smoke-Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors,
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EXHIBIT A
Sample Scope

SAMPLE SCOPE OF WORK AND RESPONSIBILITIES

Interested firms shall be qualified to provide both Special Inspection and Materials Testing Services. It is the District's intent to create a pool of qualified firms to provide these services on an as needed project by project basis.

1. Materials Testing & Inspection: The firm shall have the professional qualifications and equipment to perform, evaluate, and report the results of all tests and inspections required for the Materials Testing of the contract, including but not limited to the following Special Inspection and Material Testing Services:

- Reinforcing Steel
 - Sample and test bar steel
 - Sample and test mesh (as required)
- Structural Steel
 - Shop fabrication, Field erection inspection, Inspection of welds – Shop, Inspection of welds – Field, Inspection of bolting – Shop, Inspection of bolting – Field, Sample and Test high strength bolts and washers
- Brick and Block
 - Sample and test core drill samples
- Fireproofing density testing and bond strength testing
- Pull test epoxy rebar
- Drill-In Anchors
 - Verify size, grade and type and Testing of Post-installed anchors.
- Drilled caissons (Observation/ Compaction testing)
- Field density tests
- The geotechnical recommendation shall comply with all Division of State Architect (DSA) Regulations
- Test of aggregates for mix design only
- Suitability tests of aggregates
- Mix Designs
- Continuous batch plant inspection
- Sample
- Compression tests
- Pick up samples at job
- Samples delivered to laboratory
- Sample and test cement

2. The firm shall be required to commit one project inspector who will be responsible for overseeing all testing and inspections required for the project and to report to the Oceanside Unified School District's designated DSA Class I Project Inspector. The inspector must have experience in overseeing testing and inspection programs

for similar projects; must have excellent management and communication skills, as well as the ability to work in partnership with the District's assigned representative and staff.

3. All personnel intended to work on the project shall be approved by the District prior to working on any projects.

4. WORKING CONDITIONS

Each Inspector shall be capable of working indoors and outdoors, in all weather and site conditions including, but not limited to, rain, dirt, mud, and ice. The Inspector's activities may require kneeling, bending, climbing ladders, stepping over trenches, etc.

5. General Responsibilities.

- a. Provide sufficient home office organization and support, personnel and management to carry out the requirements of this RFQ in an expeditious and economical manner consistent with the best interests of the District.
- b. Perform Materials Testing and Special Inspection services consistent with the highest standard of care for professionals performing similar scopes of services. Provide senior management support for all tasks.
- c. Coordinate and cooperate with other Project team members including the District staff, Architect, Construction Manager and DSA Project Inspector.
- d. The Consultant shall work under the direction of the DSA Project Inspector/Inspector of Record (IOR) and will notify the IOR immediately of any discrepancy between construction and contract documents, deficiency of workmanship or unacceptable results. The Consultant and IOR and District representatives shall meet periodically to plan and schedule testing and inspection services.
- e. Upon completion of inspection services, the Consultant shall provide a field report to the IOR prior to leaving the project site. Formal reports shall be delivered within 7 working days to the IOR and District representatives or as determined at the preconstruction meeting. Test reports shall be signed by a Registered Civil Engineer licensed in the State of California.
- f. Laboratory Certifications and Accreditations: Testing Laboratory personnel shall be certified by ICBO for the type of work they are performing and shall be accepted by the DSA prior to performance of any work on or off the project site. The laboratory must have been in operation for a minimum of five years within the State of California. The testing laboratory shall be responsible for the quality of services provided and

maintained the necessary equipment required to satisfy the testing requirements.

g. The Consultant shall establish a 24-hour contact during construction.

h. The Consultant shall furnish all labor, supervision, technicians, tools, equipment, supplies, reports, documentation and tests to perform all sampling and testing and insure the contractors comply with applicable regulations and procedures.

j. Testing firm is to take into consideration the accelerated construction schedule. The manpower for welding inspection and all other testing requirements maybe required on multiple levels simultaneously.

k. Testing firm will include in the proposal attendance to project meetings for the first 4 months starting at the pre-construction.

Project Location will vary: Oceanside Unified School District