

Rowland Unified School District
1830 Nogales Street
Rowland Heights, CA 91748

February 22, 2024

**REQUEST FOR STATEMENT OF QUALIFICATIONS AND PROPOSALS
FOR
MATERIAL TESTING LABORATORY SERVICES**

The Rowland Unified School District (“**District**”) is requesting submission of statement of qualifications and proposals (together, “**Response**”) from qualified firms, partnerships, corporations, associations, persons, or professional organizations (“**Firm(s)**”) to perform material testing laboratory services (“**Project(s)**”), for the **Nogales High School Band, Choir & Pool Complex Project: RFQ/P 2023-24 (Q9)**.

The District is authorized by California Government Code section 4525, et seq., to contract with and employ any persons for the furnishing of architecture, landscape architecture, engineering, environmental services, land surveying, and construction management through a fair, competitive selection process, which the District is utilizing. The District is also authorized by California Government Code section 53060 to contract with any persons, without any specific procurement process for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required.

Firms that intend to submit a Response to this Request for Qualifications and Proposals “**RFQ/P 2023-24 (Q9)**” must be appropriately certified, licensed, insured. Also, Firms may be located anywhere, but must maintain a staffed full-service office within **seventy-five (75) miles of the District**.

Questions. Questions regarding this RFQ/P must be submitted in writing and directed only to Rosana McLeod, Director of Purchasing via email at rmcleod@rowlandschools.org. All questions must be submitted by **2:00 p.m. on February 8, 2024**. The District may respond to questions presented via addenda to this RFQ/P. **Firms are NOT to contact any other District personnel directly with inquiries regarding this “RFQ/P 2023-24 (Q9)”**.

Interested Firms are invited to submit a Proposal by delivering five (5) bound copies, one (1) unbound copy and one (1) electronic copy on a thumb drive of their Proposal, as further described herein, to:

**Purchasing Department
Rowland Unified School District
1830 S. Nogales Street
Rowland Heights, CA 91748**

Proposals are to be submitted only in sealed envelopes; facsimile and electronic transmissions are not permitted. Late responses will not be accepted. Proposals will be opened immediately after they are due in accordance with this RFQ/P no later than **10:00 a.m. on February 22, 2024**.

Notice. This is not a request for bids or an offer by the District to contract with any Firm responding to this “**RFQ/P 2023-24 (Q9)**.” The District reserves the right to reject any and all Proposals. All materials submitted to the District in Response to this RFQ/P shall remain the property of the District.

The RFP will be posted on our District’s website at www.rowlandschools.org

Thank you for your interest in working with the Rowland Unified School District

General Information.

1.1. **General.** The District invites qualified Firms to submit a Response related to its ability to provide the services, as more fully indicated in the “Scope of Services” section herein. Firms must have extensive experience with the Office of Public School Construction (“OPSC”), the International Building Code (“IBC”), Title 24 of the California Code of Regulations, and the Division of the State Architect (“DSA”). Firms must have extensive experience and an overall understanding of the construction of public school facilities, in addition to working with public school district representatives, architects, contractors and other school facility related consultants.

1.2. **Scope of Services.** The selected Firm(s) must be prepared to perform some or all of the Services described in the **Form of Agreement for Project Inspection Services (“Agreement”)** attached hereto as **Attachment A (“Services”)** for the **Nogales High School Band, Choir & Pool Complex Project:**

The Project shall consist of general construction of a New Aquatics Center. The work shall include, but not be limited to, the demolition of the existing pool and supporting buildings, the construction of a new two-story building to include band, choir, and locker rooms, and the construction of the new pool, bleachers, support building, and site improvements.

Link to 103, Approval Plans/Letter, DSA Approved Plans and DSA Submitted Plans:

<https://lmcci.syncedtool.com/shares/folder/vtMMsLnISK8/>

1.3. **Prevailing Wage (As Applicable to Some Scopes of Work for Some Services).** This is a public works project and any Firm whose worker(s) perform scopes of work that are within a classification of the Department of Industrial Relations (DIR) and for which there is a prevailing wage, must pay those workers under the Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the DIR, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available from the District or on the Internet at: <<http://www.dir.ca.gov>>. Firms shall comply with the applicable registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code and the skilled and trained workforce requirements of Education Code section 17407.5.

2. **Firms’ Responses.** Each Firm’s Response must be consecutively numbered on each page and must include the following information, using the following outline structure, except as may be otherwise directed. Firms’ Responses shall be **no longer than fifty (50) pages**, inclusive of résumés, forms, and pictures, and tabbed according to the numbering system reflected below.

2.1. **Content of Response.** Firm’s Response must be concise, well organized, and demonstrate Firm’s qualifications, and shall be formatted as outlined below.

2.1.1. **Letter of Interest.** A dated Letter of Interest must be submitted, including the legal name of the Firm(s), address, telephone, emails, and the name, title, and signature of the person(s) authorized to submit the Response on behalf of the Firm. The Letter of Interest should provide a brief statement of what will make the Firm a good fit for work in the District.

2.1.2. **Table of Contents.** A table of contents of the material contained in the Response should

follow the Letter of Interest.

- 2.1.3. **Statement of Services.** Provide a comprehensive narrative of the material testing laboratory services offered by Firm. Prepare a detailed Statement of Services for which Firm is submitting its Response, and briefly demonstrates Firm's understanding of the Services and work required for future District projects.
- 2.1.4. **Proposed Personnel / Firm Team.** Include resumes of key personnel who would be performing Services for the District. Specifically, define the role of each person and outline his or her individual experience and responsibilities. Indicate personnel who will serve as primary contact(s) for the District. Indicate Firm's and personnel's availability to provide the Services. If the Firm would utilize resources from more than one office, indicate office locations and how work would be coordinated. Provide information on subconsultant team members and information on recent and successful associations with designated subconsultants.
- 2.1.5. **Firm Information.** Please include the following:
 - 2.1.5.1. Provide a brief history of Firm, and, if a joint venture, of each participating entity. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted.
 - 2.1.5.2. Describe Firm's philosophy and how Firm intends to work with the District's program managers, architects, District administration officials (including assistant superintendents), facilities directors, teachers and site principals.
 - 2.1.5.3. Provide a statement of Firm's financial resources and provide a statement demonstrating that Firm can meet the insurance requirements as set forth in the Agreement.
 - 2.1.5.4. Provide a statement of **ALL** claim(s) filed against Firm in the past five (5) years. Briefly indicate the nature of the claim and the resolution, if any, of the claim(s). For the claim(s) identified herein, identify which claims proceeded to mediation, settlement meetings or similar dispute resolution proceedings, and describe the outcome of the mediation or other proceeding.
 - 2.1.5.5. Include letters of reference or testimonials, if available. Firm should limit letters of references or testimonials to no more than ten (10).
 - 2.1.5.6. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the District in understanding Firm's qualifications and expertise.
- 2.1.6. **Prior Relevant Experience.**
 - 2.1.6.1. Describe your experience with DSA and working within the DSA processes. Specifically, describe your experience and strict compliance with the DSA inspector card process and final closeout with certification.
 - 2.1.6.2. Describe Firm's approach to quality control / assurance procedures, including coordination of design disciplines.
 - 2.1.6.3. Discuss the Firm's ability to meet strict schedules and deadlines, Firm's schedule management procedures, and how the Firm has successfully handled

potential delays.

2.1.6.4. **Past Projects.** Identify **ALL K-12** projects performed by Firm in the past five (5) years. Limit your response to no more than the ten (10) **MOST RECENT** projects and five (5) **MOST RECENT** projects. Identify how your Firm handled challenges providing the services indicated herein and the documentation your Firm prepared for projects. Please include the name of the district, contact person, contact information, a description of services provided and dollar value of each project.

2.1.7. **Additional Data.** Provide additional information about the Firm as it may relate to Firm's Response.

2.1.8. **Conflicts of Interest.** If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate in any way to similar work for District construction or bond projects or any other work with the District that may have a potential to conflict with Firm's ability to provide the Services described herein. **Except for the Services specifically contracted for under its Agreement(s) with the District (if any), a Firm cannot submit, propose, bid, contract, subcontract, consult, or have any other economic interests in the project to which the Firm may provide those Services.**

2.2. **Compensation.** Provide Firm's proposed fee as a maximum "not to exceed" amount for performance of the Services for the Project, to be billed against on an hourly and/or per unit basis.

2.2.1. **Fee Schedule.** Please provide a current hourly and/or unit fee schedule which will be used for the performance of, if approved by the District, hourly and/or per unit work for Services or Extra Services as defined in the Agreement. If referencing basic services costs, include typical staffing expectations, professional fee schedules, and variations that the District could expect for this Project, if applicable.

2.2.2. **Billing Practices.** Please also provide detailed information on typical billing practices (i.e. lump sum, percentage-based, other), including reimbursable cost categories.

2.2.3. **Additional Costs.** Identify any additional fees, costs, expenses or reimbursable fees for which Firm would be seeking compensation.

2.3. **Agreement Form (Attachment A).** If a Firm has any comments or objections to the Agreement, it must provide those comments or objections in its Response. The Agreement (which includes insurance and indemnification provisions) specifies the Services generally, but the District reserves the right to adjust the Agreement and the Services as necessary for the Project. **PLEASE NOTE: The District will not consider any substantive changes to the form of Agreement if they are not submitted at or before the time the Firm's Response is due.**

3. **District's Evaluation / Selection Process.** The District intends to select one (1) Firm, but reserves the right to select multiple or no Firms, that best meet the District's needs to perform the services as described in this RFQ/P and the Agreement.

3.1. **Selection of Finalists.** Based on its evaluation of Responses, District staff will select finalists for further evaluation ("Finalists"). The criteria for selecting Finalist(s) may include, without limitation:

- 3.1.1. Experience and performance history of the Firm with similar projects
- 3.1.2. Experience and performance history of the Firm with the District
- 3.1.3. Experience and results of proposed personnel
- 3.1.4. References from clients contacted by the District

- 3.1.5. Technical capabilities and track record of the Firm
 - 3.1.6. Overall responsiveness of the Response
 - 3.1.7. Firm's pricing information
- 3.2. **Interviews.** From the Firms who provide a Response to the District, the District may, at its discretion, interview some or all of those Firms. Interviews may occur before or after selection of Finalists.
- 3.3. **District Investigations.** The District may perform investigations of proposing parties that extend beyond contacting the districts identified in a Firm's Response.
- 3.4. **Final Determination and Award.** The District reserves the right to contract with any entity responding to this RFQ/P, to reject any Response as non-responsive, and not to contract with any Firm for the Services described herein. The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek Responses from or to contract with any Firm not participating in this process. District staff intend to present the successful Firm(s) meeting the requirements of this RFQ/P to the Board of Education for consideration regarding an award of contract.

4. Terms and Conditions.

- 4.1. The District is not responsible for late delivery of a Response or the cost of preparing any Response. It is the responsibility of the responding Firm to ensure that the Response is submitted on time to the District. Responses that are received after the deadline may not be considered.
- 4.2. The selected Firm(s) and each of its (their) subconsultants 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 of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment and Housing Act beginning with Government code section 12900, Labor Code section 1735, and any other applicable federal and state laws and regulations hereinafter enacted, including the Federal Americans with Disabilities Act (ADA). Firms shall be responsible for establishing and implementing an ADA program within the Firm's workplace. Firms shall not discriminate against any prospective or active employee based on 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. The selected respondent shall cause the above provisions to be inserted in all subcontracts for any work covered by this RFQ/P so that such provisions will be binding upon each subconsultant.
- 4.3. **Public Records.** Responses will become the property of the District and subject to the California Public Records Act, Government Code sections 6250 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked "Confidential," "Proprietary," or "Trade Secret," the Firm agrees, by submission of its Response for the District's consideration, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

Attachment A

Form of Agreement for Independent Consultant/Professional Services (Construction Related)