REQUEST FOR QUALIFICATIONS (RFQ)
FOR MATERIAL TESTING
LABORATORY SERVICES

ADMIRAL AKERS ELEMENTARY SCHOOL PROJECT

CENTRAL UNION SCHOOL DISTRICT
Andrea Affrunti, Assistant Superintendent
Business, Facilities and Financial Services
15783 18th Avenue
Lemoore, CA 93245

RFQ submittal documents must be received no later than
October 1, 2018 at 2:00 PM
INFORMATION PACKET

I. BACKGROUND

The Central Union School District anticipates awarding a contract for material testing laboratory services related to the renovation, modernization, and expansion of Admiral Akers Elementary School Project ("Project"), which will be funded through a federal grant program. Admiral Akers School is nestled within the Lemoore Naval Air Station and was built in 1963 to serve the children of military families. The Project will be designed to include the construction of a new classroom wing with fourteen new classrooms, which would facilitate the removal of twelve existing portable classrooms on campus, construction of a new gymnasium/multipurpose room to include space for the music program, to modernize and renovate kitchen services and library media center, to relocate the administration offices and accommodate art and music programs. The Project will also address anti-terrorism force protection deficiencies, expand the parking lot facilities, and related site work associated with the Project.

II. GENERAL INFORMATION

The Central Union School District ("District") is requesting a statement of qualifications ("SOQ") from professional firms to provide material testing laboratory services as needed for the Project.

A. Each organization submitting a SOQ shall submit one signed original and one electronic copy in a sealed envelope prominently marked with the RFQ title, the due date and time, and the name of the organization submitting the SOQ.

B. The SOQ will be accepted at the Business, Facilities and Financial Services Department, 15783 18th Avenue, Lemoore, CA 93245, no later than 2:00 P.M. on October 1, 2018. Any SOQ received later than the aforementioned date and time will be returned to the sender unopened. Facsimile (FAX) copies of qualification statements will not be accepted.

C. The SOQ shall be signed by an authorized individual or officer of the firm submitting.

D. The SOQ may be withdrawn by the firm submitting at any time prior to the closing date and time for receipt of qualifications.

E. In order to control information disseminated regarding this SOQ, organizations interested in submitting SOQs are directed not to make personal contact with District employees other than the individual listed below:

Andrea Affrunti
Assistant Superintendent of Business, Facilities and Financial Services
(559) 925-2620

F. The Board of Education of the Central Union School District ("the Board") reserves the right to accept or reject any or all qualification statements or to negotiate with any or all responsible individuals submitting a response to this request for qualifications, and to waive any informality in the RFQ process. Respondents shall be responsible for any and all expenses that they may incur in preparing the SOQ.

G. The District will award a contract substantially in the form attached hereto as Exhibit A. Any SOQ submitted in response to this RFQ (including the proposed hourly rate) must be based on the scope of services, fee structure (hourly rate with a not-to-exceed total amount), obligations, and other terms of the contract included herewith.
H. The Project will be subject to federal requirements as set forth in the contract attached hereto as Exhibit. The selected consultant will be required to comply with applicable federal laws and regulations.

I. The District reserves the right to cancel or revise this RFQ in part or in its entirety. If the District cancels or revises the RFQ, all Respondents will be notified by addendum. The District also reserves the right to extend the date responses are due, or alter or postpone other critical dates listed below.

III. DESCRIPTION OF SERVICES REQUIRED

A. Responses received from this RFQ will be used to select one or more licensed professional firm(s) or individuals to perform material testing laboratory services for the Project.

IV. CONTENTS OF QUALIFICATION STATEMENT

A. General.

Interested parties must submit their SOQ signed by an authorized individual or officer of the firm submitting the statement.

B. Items for inclusion in the SOQ.

The SOQ shall address the following items in the order listed below and shall be numbered 1 through 5 in the SOQ documents:

<table>
<thead>
<tr>
<th>Section Title</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Description of Firm</td>
<td>5</td>
</tr>
<tr>
<td>2. Experience</td>
<td>25</td>
</tr>
<tr>
<td>3. Management/Staff</td>
<td>25</td>
</tr>
<tr>
<td>4. Administration</td>
<td>20</td>
</tr>
<tr>
<td>5. Fees</td>
<td>25</td>
</tr>
</tbody>
</table>

Total: 100

1. **Description of Firm.** This section should provide the District with information regarding the size, location, nature or specialty of work performed, years in business, and the level of experience.

2. **Experience.** Describe experience specific to school district projects, and list projects completed in the last five years giving type, size, cost, location, dates, and client’s name, address, and telephone number, including name of contact person(s).

3. **Management/Staff.** Provide the qualifications and degree of participation by firm principals and key personnel. Describe qualifications and experience of staff.

4. **Administration.** Describe the firm’s ability and commitment to meet time schedules and budgets.

5. **Fees.** Provide a complete fee schedule including all overhead costs.
V. SELECTION PROCESS

The District intends, through this RFQ, to establish a shortlist of qualified professionals eligible to provide necessary material testing laboratory services for the Project. Subsequent to the District’s establishment of the shortlist, the District will, as deemed necessary by and at the sole discretion of the District, enter into negotiations with the top-ranked firms and/or individuals. The District may enter into an Agreement with more than one firm or individual upon award by the Board.

VI. CONTINGENT FUNDING

The Project is contingent upon the District’s approval and receipt of funding. If the District does not receive such funding, any applicable agreement is null and void and the District shall have no obligations to the consultant.

Special Provisions

Public Record - All SOQs submitted in response to the RFQ become the property of the District’s public records, and as such, may be subject to public review.

Non-Discrimination – The District shall not discriminate in violation of any state or federal law in awarding the Agreement(s).

Drug-Free Policy and Fingerprinting – The selected consultant shall be required to complete any and all fingerprinting requirements and criminal background checks required by State law and shall be required to complete a Drug-Free workplace certificate.

Costs – Costs of preparing a statement of qualifications in response to this RFQ are solely the responsibility of the responding party.

Limitations – This RFQ does not commit District to award a contract, to defray any costs incurred in the preparation of a statement of qualifications pursuant to this RFQ, or to procure or contract for work. The District reserves the right to waive any irregularities in the responses received pursuant to this RFQ, or in the process outlined herein for selection of a consultant for the Project.

Termination – In any contract entered into between the District and the selected consultant, District shall retain the right to terminate the contract for inadequate performance. The District shall also retain the right to terminate the contract in the event it does not obtain adequate funding from the Grant Program to fund the Project.
AGREEMENT FOR
MATERIALS TESTING SERVICES

THIS AGREEMENT FOR MATERIALS TESTING SERVICES ("Agreement") is made and entered into effective _____________, 2018, by and between the Central Union School District, a school district duly organized and existing under the laws of the State of California (the "District"), and [Firm Name] (the "Consultant"), with respect to the following recitals:

A. District proposes to undertake the construction of an improvement project which requires the services of a duly qualified and licensed materials testing consultant.

B. Consultant represents that Consultant is licensed to provide materials testing services in the State of California and is specially qualified to provide the services required by the District in this Agreement.

C. The parties have negotiated the terms pursuant to which Consultant will provide such services and reduce such terms to writing by this Agreement.

In consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

1. **Retention of Consultant.** District retains Consultant to perform, and Consultant agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the materials testing services specified in this Agreement. Consultant agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. All services performed by the Consultant under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by materials testing consultants specially qualified to provide the services required by the District.

2. **Description of Project.** The project concerning materials testing services shall be provided ("the Project") is described as: Admiral Akers Elementary School Project. Notwithstanding the foregoing, this Agreement is contingent upon District’s approval and receipt of funding form the Department of Defense. If District does not receive such funding, this Agreement is null and void and District will have no obligations to Consultant.

3. **Basic Services.** Consultant’s Basic Services consist of materials testing services more specifically described as: Material Testing Laboratory Services.

In addition, as a part of its Basic Services, the Consultant shall assist the District in evaluating claims, disputes and other matters in question between the contractor and the District relating to Consultant’s work, including but not limited to claims made against the District as a result of Consultant's alleged or claimed errors or omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost to the District.
Consultant shall confer and cooperate with District’s other consultants. Consultant shall take precautions to minimize any damage due to Consultant’s activities. Consultant shall be responsible and liable for any damage Consultant causes through its wrongful acts or omissions.

During the construction phase, Consultant shall visit the Project site when requested by District to observe conditions encountered by the contractor and to assess the progress and quality of contractor’s work. Consultant shall participate in job site meetings as requested by District.

The Consultant must comply with the applicable requirements of the Division of State Architect Construction Oversight Process ("DSA Oversight Process"), including, but not limited to, (a) obtaining a copy of the DSA-approved construction documents and Statement of Structural Tests and Special Inspections (DSA form 103) from the Architect before the beginning of construction; (b) reporting all project related activities to the Inspector of Record. The Inspector of Record is responsible for monitoring the work of the Laboratory of Record and Special Inspectors to ensure the testing and special inspection program is satisfactorily completed; (c) submitting applicable verified reports (DSA forms 291, 292, and 293) to DSA, Inspector of Record, Owner and Architect; and (d) coordinating with the Owner, Owner’s Architect, any Construction Manager, the Inspector of Record, and the Contractor to meet the DSA Oversight Process requirements without delay or added costs to the Project.

If Consultant determines contractor is not meeting the requirements of Consultant’s recommendations or the plans and specifications for such geotechnical work, Consultant shall immediately bring that information to District’s attention.

Consultant shall retain all samples for ____________________ [insert period of time].

4. **Additional Services.** Any services not included in this Agreement shall be considered “Additional Services.” Compensation for additional services shall be a fee to be agreed upon by the parties in writing prior to performance of such services by Consultant. Consultant shall keep complete records showing all hours worked and all costs and charges incurred for Additional Services. District shall be given reasonable access to those records for audit purposes.

5. **Payment.** For all "Basic Services" satisfactorily performed, compensation shall be: __________. Basic and Additional Services satisfactorily performed shall be billed __________ via properly documented and submitted invoices. Invoices that are not disputed by District shall be paid within 30 days of District’s receipt of the invoice. Consultant shall comply with any applicable prevailing wage law.

6. **Insurance.** Consultant shall purchase and maintain insurance that will protect Consultant from the claims set forth below that may arise out of or result from the Consultant's performance of services or failure to perform services required by this Agreement:

   a. Claims under Workers' Compensation, disability benefits and other similar employee benefits acts that are applicable to the work performed;
b. Claims for damages because of bodily injury, occupational sickness or disease or death of Consultant’s employees, agents or invitees;

c. Claims for damages because of bodily injury or death of any person;

d. Claims for damages insured by usual personal injury liability coverage that are sustained (1) by any person as a result of an offense directly related to the employment of such person by the Consultant or (2) by any other person;

Claims for damages, other than to the work itself because of injury to or destruction of tangible property, including loss of use therefrom; or

Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

Consultant’s comprehensive general and automobile liability insurance shall be written for not less than the following limits of liability:

**Comprehensive General Liability**

<table>
<thead>
<tr>
<th>Personal Injury:</th>
<th>Property Damage:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000,000 Each Occurrence</td>
<td>$1,000,000 Each Occurrence</td>
</tr>
<tr>
<td>$2,000,000 Aggregate</td>
<td>$2,000,000 Aggregate</td>
</tr>
</tbody>
</table>

**Comprehensive Automobile Liability**

<table>
<thead>
<tr>
<th>Bodily Injury:</th>
<th>Property Damage:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000,000 Each Person</td>
<td>$1,000,000 Each Occurrence</td>
</tr>
<tr>
<td>$1,000,000 Each Occurrence</td>
<td></td>
</tr>
</tbody>
</table>

Consultant shall also maintain errors and omissions insurance on an occurrence basis with limits of at least One Million Dollars ($1,000,000).

7. **Hazardous Materials.** In the event the District or Consultant becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project, or the substantial risk thereof, each shall have a duty immediately to notify the other in writing.

8. **Compliance with Laws.** Consultant shall be familiar with and shall comply with all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project.
9. **Termination.**

   a. District may unilaterally terminate this Agreement for any reason, in its absolute discretion, by giving Consultant seven (7) days written notice of termination.

   b. This Agreement may also be terminated by either Party upon seven (7) days written notice should the other Party fail substantially to perform their duties or for any material breach under this Agreement.

   c. In the event of termination, Consultant shall be compensated for all services satisfactorily performed to the termination date and, if terminated under subparagraph (a) above, any costs incurred by reason of such termination; but less any amounts the District is entitled to withhold under law or this Agreement.

10. **Independent Contractor Status.** Consultant and any and all agents and employees of Consultant shall perform the services required pursuant to this Agreement as an independent contractor, not as officers, employees, or agents of the District. In providing the services contemplated by this Agreement, Consultant shall maintain a professional working relationship with the District, the Contractor, the Inspector and the Architect. Nothing contained in this Agreement shall be deemed to create any contractual relationship between Consultant and the Architect, Inspector or the Contractor for the Project, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District or the Consultant which does not otherwise exist.

11. **Indemnity.** Consultant shall indemnify, defend and save the District, its Board of Trustees, officers, agents, and employees harmless from any and all claims damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Consultant’s performance of or failure to perform any of the duties contemplated by this Agreement or for any tax liability arising out of this Agreement.

12. **Taxes.** Consultant shall be liable and solely responsible for paying all required taxes including, but not limited to, Federal and State income taxes and social security taxes. Consultant agrees to indemnify, defend and hold the District harmless from any liability which Consultant may incur to the Federal or State governments as a consequence of this Agreement. All payments to the Consultant shall be reported to the appropriate Federal and State tax authorities as required.

13. **Successors and Assigns.** The District and Consultant, respectively, bind themselves, their successors, assigns, and representatives to the other Party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other Party with respect to all terms of this Agreement. Neither District nor Consultant shall assign or transfer any interest in this Agreement without the written consent of the other.

14. **Notices.** All payments and any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served personally on the Party to whom it is directed.
or shall be deemed served when deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, and addressed in the case of:

Consultant: _____________________________
                      ______________________
                      _____________________________

District: Central Union School District
Attn: Andrea Affrunti, Assistant Superintendent
Business, Facilities and Financial Services
15783 18th Avenue
Lemoore, CA 93245

15. **Governing Law.** This Agreement shall be governed by the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Kings, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

16. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

17. **Amendment.** This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all parties.

18. **Compliance with Law.** While performing the services contemplated by this Agreement, Inspector agrees to comply with all applicable laws and regulations. Consultant understands and acknowledges that the Project is being funded through the U.S. Department of Defense Public Schools on Military Installations Program ("Grant Program") and that, as a result, the Project is subject to applicable Federal law. Consultant agrees to comply with all such requirements, including but not limited to the requirements set forth in this Section.

   a. **Terms and Conditions of Grant Program.** Consultant represents and warrants that it will take all steps necessary to comply with the U.S. Department of Defense Office of Economic Adjustment General Assistance Agreement Terms and Conditions April 2016 ("Terms and Conditions"), attached hereto as Exhibit “B” and incorporated herein by this reference, and will assist District in ensuring compliance with such Terms and Conditions. Consultant shall comply with the Terms and Conditions as though it were a party to such Terms and Conditions.

   b. **Equal Employment Opportunity.** Consultant agrees to comply with and be bound by Title 14, CFR, Section 60-1.4(b), the terms of which are incorporated by reference as though set forth in full herein.
c. **Davis-Bacon Act.** Consultant agrees to comply with and be bound by, and assist District in ensuring compliance with, the Davis-Bacon Act, as applicable. (40 U.S.C. §§ 3141-3144; 3146-3148.) Pursuant to the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3), Consultant is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

d. **Contract Work Hours and Safety Standards Act.** Consultant agrees to comply with and be bound by, and assist District in ensuring compliance with, the Contract Work Hours and Safety Standards Act, as applicable. (40 U.S.C. 3702 and 3704.) Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. **Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements.** Consultant agrees to comply with and be bound by, and assist District in ensuring compliance with, CFR, Title 37, Part 401, the provisions of which are incorporated herein by this reference, as applicable.

f. **Clean Air Act and Federal Water Pollution Control Act.** Consultant agrees to comply with and be bound by, and assist District in ensuring compliance with, all applicable standards, orders, and regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15), and Federal Water Pollution Control Act (42 U.S.C. §§ 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Any violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

g. **Debarment and Suspension.** Consultant represents and warrants that it is not listed on the government-wide exclusions in the System for Award Management (SAM), and Consultant agrees to comply with and be bound by, and assist District in ensuring compliance with, the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

i. **Procurement of Recovered Materials.** Consultant agrees to comply with, and be bound by, and assist District in ensuring compliance with, 2 CFR Section 200.322, as applicable.

j. **Base Clearance.** Consultant understands and acknowledges that the Project will be constructed on the Lemoore Naval Air Station, and that parties entering such Naval Station are required to obtain prior clearance from the Federal government. Consultant agrees to diligently take all steps necessary or appropriate to obtaining such clearance. In the event that Consultant is not able to obtain such clearance, this Agreement shall terminate without any liability to District whatsoever.

k. **Reporting Requirements.** As required by 32 CFR 33.36(i)(7), Consultant is hereby notified of the reporting requirements and regulations contained in 32 CFR Sections 33.40-33.44, the terms of which are incorporated by this reference as though set forth in full herein. Consultant agrees to comply with and be bound by, as applicable, and assist District in ensuring compliance with, said requirements.

l. **Patent Rights.** As required by 32 CFR 33.36(i)(8), Consultant shall comply with and be bound by, as applicable, and assist District in ensuring compliance with, all Federal requirements and regulations pertaining to the patent rights with respect to any discovery or invention which arises or is developed in the course of this Agreement or the Project.

m. **Copyrights and Rights in Data.** As required by 32 CFR 33.36(i)(9), Consultant shall comply with and be bound by, as applicable, and assist District in ensuring compliance with, all Federal requirements and regulations pertaining to copyrights and rights in data.

n. **Access to Books and Records.** As required by 32 CFR 33.36(i)(10) and (11), Consultant agrees to comply with and be bound by, as applicable, and assist District in ensuring compliance with, the retention and access requirements set forth in 32 CFR section 33.42. Consultant shall take all steps necessary to assist District with ensuring access by the Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records that are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. Consultant will also take all steps necessary to assist District with ensuring all required records are retained for at least three years after District makes final payment and all other pending matters are closed.

o. **Energy Policy and Conservation Act.** As required by 32 CFR 33.36(i)(13), Consultant agrees to comply with and be bound by, and assist District in ensuring compliance with, the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871).
Consultant shall comply with and be bound by and assist the District in ensuring that goods used in a manner that complies with the Buy American Act, unless an exception of the requirement is approved, and Consultant will provide any further verified information as may be requested by the District or the Department of the Defense.

19. **Requests.** Consultant agrees to timely and properly complete all reports requested by the District or as required by law. In addition, Consultant agrees that District has a right to a copy of all reports and other records created or maintained by Consultant.

20. **Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

21. **Interpretation.** The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either Party.

22. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Agreement. Consultant, by the execution of this Agreement, acknowledges that Consultant has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

23. **Warranty of Authority.** The persons signing this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this Agreement.

**CONSULTANT**

By: ________________________________
Name: ______________________________
Title: ______________________________

**CENTRAL UNION SCHOOL DISTRICT**

By: ________________________________
Name: ______________________________
Title: ______________________________