

# MUROC JOINT UNIFIED SCHOOL DISTRICT

## REQUEST FOR QUALIFICATIONS

### DSA INSPECTION SERVICES RFQ 2017-02

The MUROC JOINT UNIFIED SCHOOL DISTRICT hereinafter referred to as the "District" seeks Qualifications from qualified Consultants, firms, partnerships, corporations, associations, or professional organizations to provide comprehensive professional DSA Inspection Services associated with new school construction, school modernizations, as well as various projects throughout the District. Proposals will be received no later than **3:00 p.m. November 8, 2017 at the District Office located at 17100 Foothill Avenue, North Edwards, CA 93523.**

RFQ packet is available thru the District website at [www.muroc.k12.ca.us](http://www.muroc.k12.ca.us).

#### **A. BACKGROUND**

Muroc Joint Unified School District is a K-12 unified school system of approximately 1,900 students, located in the Mojave Desert approximately 110 miles northeast of Los Angeles. It was founded as an elementary school in 1911, with one teacher and less than a dozen students. The school house was located at Edwards. Boron students were bused to the air base for their education. As the area became more populated, another school was established in 1929, in Boron. The schools became a unified district in 1953, encompassing 578 square miles in Kern and San Bernardino counties.

The District serves the communities of Boron, North Edwards and Edwards Air Force Base, and maintains four school sites: two comprehensive junior-senior high schools and two K-6 elementary schools. All of these schools have been awarded "California Distinguished School" status.

Muroc students have been a continual source of pride. From the early mining and flight test eras to today, they have netted top awards in everything from leadership and scholarship, to sports and fine arts. Over the years, a good number of our students have returned as fully credentialed teachers, to teach with sincere concern in the district and the area where they grew up.

#### **B. OVERVIEW**

The intent is to identify consultants that can provide DSA Inspection Services for the District's modernization, deferred maintenance and other various projects. All services requested will be under the supervision of the Facilities, Maintenance and Operations Department. The DSA Inspectors shall provide to the District inspection services in accordance with Title 24 of California Code of Regulations (CCR).

The District will develop a short list of Consultants or firms that are most qualified and responsive to this request and from that listing request service. The District may as a result

of this Request for Qualifications contract with multiple Consultants. Depending on the number of projects, one or more respondents will be selected and the District shall enter into a professional services agreement for the specific project(s).

### **C. SELECTION PROCESS**

The selection process will include an evaluation of Qualifications, and, if the District chooses, an interview with selected individual/s or firm/s. The District reserves the right to complete the selection process without proceeding to an interview process, and may choose to select based on the information supplied in the Proposal.

### **D. RESPONSE REQUIREMENTS**

The District intends to select a Firm that has demonstrated significant experience in public education facilities of similar size, scope and complexity. In order to be considered for selection, the response to this RFQ shall provide the information necessary for the evaluation of your Firm.

The selected firm must submit a Non-Collusion Declaration and Certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from soliciting work by any governmental department or agency.

The information below describes the **criteria** that will affect the selection decision. Proposal must respond to each item listed below and follow the prescribed format. Limit response information to 20 sheets (single sided) with relevant information only.

1. Cover Letter (5 points)

Provide a cover letter expressing interest, availability to provide services and a summary of the Firm's Proposal.

2. Firm Profile (10 points)

Provide a brief description of your firm's history, firm size, financial resources, office location(s), contact numbers, e-mail address and capabilities.

3. Experience and References (30 points)

Submit a list of most relevant consulting services provided in the last five (5) years. The list shall include (1) the size of the project, (2) scope of the work, (3) date services were performed, (4) number of hours of service for the project, (5) client's name and address, (6) client contact name and phone number. Additionally, specify the Firm's experience working with federal agencies, if any, such as the United States Department of Defense.

4. Staffing Plan (10 points)

Submit profiles of Inspectors who will be proposed to provide the services. Include an affirmative statement that the firm and all assigned key professional staff are currently licensed to perform the services and hold all proper business or other required licenses.

5. Project Approach and Methodology (10 points)

Describe your approach and methodology in inspecting multiple projects.

6. Fee Proposal (30 points)

Respondents shall state their proposed fees and a table of reimbursable expenses. Submit within the submission packet.

7. Additional Information (5 points)

Provide information that you feel is pertinent but not specifically asked herein.

**E. SUBMITTAL REQUIREMENTS**

The individual or official of the Firm who has the authority to bind the Firm contractually must sign the Proposal.

Interested Firms must submit three (3) hard copies and a digital copy. It must be clearly labeled:

**“RFQ 2017-02 DSA INSPECTION SERVICES”**.  
Muroc Joint Unified School District  
17100 Foothill Ave North Edwards, CA 93523

Proposer submitting a response to this RFQ agrees that its proposal shall be irrevocable for ninety (90) days after the proposal due date. All submittals become the property of the District.

**F. BASIS OF AWARD AND RFQ MODIFICATION**

The RFQs will be evaluated based on each Firm’s Proposal, relevant experience with similar work, and location. This RFQ does not commit the District to awarding a Contract, to paying any costs incurred in the preparation of the submittal for this request, or to procuring or contracting for services. The District reserves the right to cancel in whole or in part this RFQ, to reject any and all submittals, to accept the Firm it considers most favorable to the District’s interest in its sole discretion, and to waive irregularities or informalities in any submittal. The District also reserves the right to reject all submissions and seek new submissions when such procedure is considered by it to be in the best interest of the District. The District further reserves the right to withdraw, modify or discontinue this RFQ process at any time. If one of these events should occur, participating candidates will be notified as soon as practically possible. The District may at its option revise the schedule of events or anticipated date of award or may request further information from any Firm.

**G. AGREEMENT**

The Firm selected by the District to perform the services will be required to execute an Agreement for Professional Services with the District.

**H. FEE**

District reserves the right to negotiate all fees. Fees will be negotiated following the tentative selection of a Firm to perform Services on the project. If fee negotiations with that

Firm are not successful, and/or the fees discussed are outside the budgetary constraints for the project, the District reserves the right to suspend negotiations with that Firm, and proceed to negotiate with another Firm or re-issue the RFQ.

## **I. CONFIDENTIALITY**

The California Public Records Act (Cal. Govt. Code Sections 6250, et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between the District and Proposer shall be available to the public.

If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the District withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential. Additionally, Proposer may not designate its Price Proposal or other Proposal Forms as confidential.

If Proposer requests that District withhold from disclosure information identified as confidential and District complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless District from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all cost and expenses related to withholding Proposer information. Proposer shall not make a claim, sue or maintain any legal action against District or its directors, officers, employees or agents in connection with the withholding from disclosure of Proposer information.

If the Proposer does not request that the District withhold from disclosure information identified as confidential, the District shall have no obligation to withhold the information from disclosure and may release the information sought without liability to the District.

## **J. Independent Contractor**

The respondent represents itself as an independent contractor offering such services to the general public and shall not represent him/herself or his/her employees to be an employee of the District. Therefore, the respondent shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses.

## **K. Indemnification/Insurance**

The respondent, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the District, its employees and representatives, from any liability of any nature or kind in regard to the delivery of these services. Further, the successful respondent(s) will be required to provide to the District evidence and the amount of Errors and Omissions Insurance i.e. *Professional Liability Insurance* currently in effect. Limits for Errors and

Omissions Insurance are \$1,000,000 for each occurrence and \$2,000,000 aggregate and the District will be named as additional insured.

**L. Conflict of Interest**

The respondent is in agreement that it presently has no interest and will not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The respondent further agrees that no person having any such known interest or conveyed an interest shall be employed, directly or indirectly, in the delivery of services under this RFQ.

**M. Fingerprinting**

Per the provisions of the Education Code Section 45125.1, the District has a zero tolerance for all respondents having any contact with students without any clearance from the State Department of Justice. All assigned personnel to active and occupied school sites shall comply with the fingerprinting clearance laws prior to providing services at the school sites.

**N. Compliance with Laws**

In connection with the furnishing of services or performance of work under this RFQ, the respondent agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations and executive orders to the extent that the same may be applicable.

**O. Inquiries**

Questions and requests for information will be accepted until 4:00 p.m. November 3, 2017, and should be sent, via e-mail addressed to the Chief Business Officer AND Director of FOPT.

[twalker@muroc.k12.ca.us](mailto:twalker@muroc.k12.ca.us) and [jjob@muroc.k12.ca.us](mailto:jjob@muroc.k12.ca.us)

**ANTICIPATED TIMELINE\*:**

Request for Qualifications Issued	October 25, 2017
Deadline for Submittal of Questions	November 3, 2017
Due Date for Submittal of Proposals	November 8, 2017
Evaluations	November 9, 2017
Interviews of Firms (if any)	No Interviews
Board Meeting/Award	November 10, 2017

\*dates are subject to change

## NON-COLLUSION DECLARATION

I am the \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Bidder)

The party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration is executed on this (date)  
\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name and Title)