



ALHAMBRA

UNIFIED SCHOOL DISTRICT

RFQ NO. 1220 - 18/19

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFQ)
FOR HAZARDOUS MATERIAL SURVEYING, TESTING,
ABATEMENT PLAN PREPARATION AND MONITORING
CONSULTING SERVICES
For
Various Facilities Improvement Projects**

Release Date: **June 10, 2019**

Response Deadline: **10:00 a.m. on July 1st, 2019***
Purchasing Department – Mission Building
1515 West Mission Road, Alhambra, CA 91803
Note: Ensure RFQ envelope gets time-stamped

Contact: Elizabeth Roman
Purchasing Manager
626.943.6573
roman_elizabeth@ausd.us

****NO SOQ'S WILL BE ACCEPTED AFTER THIS TIME ON THIS DATE***

**ALHAMBRA UNIFIED SCHOOL DISTRICT
REQUEST FOR STATEMENT OF QUALIFICATIONS – RFQ #1220-18/19
FOR HAZARDOUS MATERIAL SURVEYING, TESTING, ABATEMENT PLAN PREPARATION
AND MONITORING CONSULTING SERVICES
For
Various Facilities Improvement Projects**

By way of this Request for Qualifications (“RFQ”), the Alhambra Unified School District (the “District”) intends to pre-qualify a limited number of full-service consulting services (each, a “Consultant”) to provide hazardous materials consulting services, including but not limited to asbestos, lead, mercury, mold/mildew, indoor air quality (IAQ), and PCB surveying, testing, abatement plan preparation and monitoring (“Work”), on the behalf of the District for various facilities improvement projects.

The purpose of this RFQ is to pre-qualify Consultants to provide services, for and on behalf of the District for selected projects funded by the District’s Bond Measure AE (\$110,000,000) and/or Bond Measure HS (\$149,000,000), and/or other District projects as assigned and funded by other District resources. It is the intent of the RFQ process to enable the District to create a short list of prequalified Consultants that can assist the District with hazardous material surveying, testing, abatement plan preparation and monitoring services. Each Consultant responding to this RFQ should be prepared and equipped to provide full service to the District in an expeditious and timely manner and on relatively short notice to enable the District to meet critical time deadlines and schedules.

If your firm is interested in performing site inspections and assessments, sample collection and analysis, project design and specifications, hazardous material surveying, testing, abatement plan preparation and monitoring consulting services for various facilities improvement projects on behalf of the District, please submit to the District a Statement of Qualifications (SOQ) in accordance with this RFQ. The SOQ should provide a detailed summary of your firm’s qualifications in accordance with this RFQ.

Respondents to this Request for Qualifications (“RFQ”) should mail or deliver two (2) bound copies, one (1) unbound copy, and one (1) electronic copy on thumb drive of their Statement of Qualifications (“SOQ”) as further described herein, to:

**Purchasing Office
Alhambra Unified School District
1515 W. Mission Rd., Alhambra, CA 91803
ATTN: Elizabeth Roman (Purchasing Manager)**

ALL RESPONSES ARE DUE BY 10:00 A.M., ON MONDAY, JULY 1st, 2019. FAX OR EMAIL RESPONSES WILL NOT BE ACCEPTED.

Questions must be submitted in writing to Elizabeth Roman, Purchasing Manager, roman_elizabeth@ausd.us, on or before WEDNESDAY, JUNE 19, 2019 at 10:00 A.M.

Answers will be posted on the District website at www.ausd.us by 10:00 A.M. on MONDAY, JUNE 24, 2019.

Each SOQ must conform and be responsive to the requirements set forth in this RFQ.

The District reserves the right to waive any informalities or irregularities in received Submittals. Further, the District reserves the right to reject any and all SOQ's and to negotiate contract terms with one or more respondent firms for one or more of the work items.

The SOQ will be date stamped to record receipt. The deadline for receipt of all materials responsive to this RFQ is **10:00 A.M. on MONDAY, JULY 1st, 2019** (the "Response Deadline"). The delivery of the Statement of Qualifications to this RFQ is the sole responsibility of the Consultant and the submission of the SOQ after the Response Deadline will not be considered. All SOQs must be signed and become the property of the District. Firms submitting a SOQ must submit a minimum of five (2) single-sided copies in a white 3-ring "D" binder, one electronic copy, and one (1) thumb drive each containing a complete, single document in a PDF version of the SOQ.

1.0 INTRODUCTION

The District utilizes the services of Consultants to help ensure that its activities, especially as they apply to facilities improvement projects of new and existing school sites in the District, are in compliance with all applicable regulations and industry guidelines. As stated above, the purpose of this RFQ is to obtain SOQs that will enable the District to pre-qualify Consultants to provide site inspections and assessments, sample collection and analysis, project design and specifications, hazardous material surveying, testing, abatement plan preparation and monitoring that the District may require in connection with various facility improvement projects. As such, the District on an "as-needed" basis, may issue Requests for Proposals (RFP) to one or more prequalified Consultants to provide Services for a particular project. All Consultants submitting a SOQ are in no way guaranteed to receive any work from the District. All Consultants submitting a SOQ and seeking to become a pre-qualified Consultant for hazardous material surveying, testing, abatement plan preparation and monitoring services should be extremely familiar with all applicable Code requirements and be capable of providing work product that will enable the District to strictly comply with said requirements. The scope of such services is anticipated to include investigations, site specific surveys, assessments, scope development, coordination with architectural firms, design teams or contractors, cost estimating, specification development, field observations and/or monitoring for various facility projects. Collaboration, coordination, and attendance of various meetings and preparation of various reports are also required.

2.0 SCOPE OF SERVICES

The District is seeking qualifications of Consultants that provide construction document review, hazardous material, (including but not limited to asbestos, lead, mercury, and PCB) surveying, testing, bulk sampling for ACM and LCM, X-Ray fluorescence (XRF) testing for LCM, site inspections and assessments, sample collection and analysis, project design and specifications, hazardous material surveying, testing, abatement plan preparation and monitoring for various facility improvement projects relative to implementation of the Facility Needs Assessments. The scope of work may include, but is not limited to environmental investigation, sampling and testing, and monitoring to be performed by the Consultant in connection with preparing various hazardous material reports.

2.1 Phases: It is anticipated that the hazardous material Work would be completed in three phases. Anticipated tasks for each phase are described below.

Phase I: Survey and Investigation

- Review existing documents and/or surveys of the project site that will be made available by the District.
- Establish a survey and inspection plan of the project site in order to create a complete and thorough set of abatement plans and contract documents.
- Develop a complete and detailed hazardous material survey and investigation of the buildings and facilities at the project site.
- Collect samples of existing building materials for analysis of potential hazardous materials. Provide for the analysis of the building and facility materials samples by an accredited lab and develop detailed laboratory test result reports. Use the field review and sample collection information and analysis to develop the abatement plan. The Consultant shall provide seventy-two (72) hours' notice to the designated representative of the District prior to starting any on-site assessment or sampling. The Consultant shall notify the District representative for all work to be performed, including the date and time of the Consultant's visit. Sampling may only be performed when staff and students are not present in the areas to be sampled. The Consultant shall not displace staff or students for sampling purposes.
- Determine quantity and location of all hazardous materials on the project site, including asbestos, PCB, mercury, lead and other hazardous materials as defined by the State of California.
- Prepare a survey of existing hazardous materials for the project site that the District shall use as a construction contract document. The hazardous material survey, at a minimum, shall describe the quantity and location of all hazardous materials on the project site.

Phase II: Abatement Plan and Contract Documents

- Prepare an abatement plan for the project site that the District shall use as a construction contract document. The abatement plan, at a minimum, shall describe the quantity and location of all hazardous materials, provide for a plan of abatement and removal, describe specific abatement procedures including testing, handling, disposal and on-site monitoring requirements for the abatement of the building materials and systems that contain hazardous materials.
- Prepare plans and specifications that shall be included in bidding and construction contract documents. Note: Plans and specifications ("Documents") may be used by the District as a stand-alone set of bid documents or may be incorporated into the bid documents of an entire construction project at the District's discretion.
- Prepare a cost estimate of the abatement work.
- Coordinate with District, Architect, Construction Manager and other Consultants and with Government agencies having jurisdiction as required to ensure that the projects contract documents incorporate all requirements of the hazardous material Consultant's recommendations and the Consultant's abatement plans.
- Consultant shall review the projects demolition & construction plans and ensure all hazardous materials affected by demolition and construction are indicated to be removed and properly disposed of as required by governing laws and regulations and also to ensure a safe working environment and to eliminate the potential exposure of people from hazardous materials.
- Provide consulting services associated with the bidding of hazardous material abatement Work, including but not limited to, attending pre-bid meetings and job walks, responding to questions by the contractor and preparation of bid addenda.

Phase III: Monitoring During Construction

- Evaluate project bids for abatement work and bidders experience and references to make recommendation of award.
- Conduct pre-construction meetings as it relates to demolition and hazardous material abatement work.

- Provide complete demolition and hazardous material abatement construction field monitoring, including all air monitoring, sampling and testing. Consultant's monitoring of contractor's operations shall ensure compliance with the abatement plan prepared by the Consultant and result in the proper removal and final disposal and disposition of hazardous materials that exist on the project site.
- Provide efficient coordination and scheduling between demolition contractor, general contractor, construction manager, District's Inspector of Record, and District's Project Manager.
- Provide all closeout documentation, as required by State and/or Federal regulation, and other closeout activities with the outcome of the closeout activities being the approval of the remediation efforts by all Government Agencies having jurisdiction over the project.

Consultant shall ensure that key personnel are Certified Lead Inspectors and Assessors and Project Monitors by the California Department of Public Health and Certified Asbestos Consultants by the California Division of Occupational Safety and Health. All work shall be reviewed by a Certified Industrial Hygienist (CIH).

2.2 Requirement of the Work: Each Consultant must be prepared to provide turn-key services for such Work as the District may hereafter require. Each Consultant must be prepared and equipped to provide such services in a timely manner and on relatively short notice to enable the District to meet critical, and at times unpredictable, time deadlines and schedules.

2.3 Compliance with Applicable Laws: Consultant's proposal must set forth Consultant's understanding of all applicable Health and Safety laws, guidelines, and requirements including Cal/OSHA Title 8, CCR Title 8 Section 1532.1 (Lead), CCR Title 8 Section 1529 (Asbestos), California Department of Public Health Title 17, the Environmental Protection Agency, the South Coast Air Quality Management District (SCAQMD), the Education Code, the California Department of Education, the Department of Toxic Substances Control, the California Division of the State Architect regulations, the National Emission Standards for Hazardous Air Pollutants, the Asbestos Hazard Emergency Response Act, the District's Asbestos and Lead Specifications and local ordinances and/or other applicable regulations, relative to the work to be undertaken as well as Consultant's ability to comply with the same and the methodology by which Consultants will do so. Consultant proposals must confirm that the nature of the Work to be performed will meet all the aforementioned requirements for said Work as set by the applicable codes and regulations and all other applicable ordinances and guidelines.

2.4 Working Conditions: Each Consultant 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 Consultant's activities may require kneeling, bending, climbing ladders, stepping over trenches, etc.

3.0 STATEMENT OF QUALIFICATIONS RESPONSE FORMAT

Consultant's SOQ shall not exceed twenty (20) pages, excluding resumes, brochures, and other related materials. Firms submitting a SOQ must submit three (3) single-sided copies in a white 3-ring "D" binder and one (1) thumb drive each containing a complete, single-document in a PDF version of the SOQ.

NOTE for naming of the PDF Version of the SOQ: The filename of the PDF version of the SOQ must be named in the following manner substituting the Firm's name in the appropriate location: "[FIRM NAME]_HAZARDOUS_MATERIAL_SERVICES_SOQ.PDF", for example:

COMPANY ABC_HAZARDOUS_MATERIAL_SERVICES_SOQ.PDF.

The PDF version of the SOQ must be comprised of one single document, NOT MULTIPLE DOCUMENTS where the Firm introduction letter, Exhibits, etc. are saved as separate PDF documents. Only one complete copy of the PDF version will be accepted per thumb drive.

NOTE for Exhibits: All Exhibits should be individually tabbed, labeled and included as part of the appendix. It is at the Firm's discretion to determine how to reference in the body of the SOQ the location of the Exhibits in the appendix. All Exhibits may be recreated in another program as long as the formatting and information requested mirrors the PDF forms attached to this RFQ. The intent of the PDF forms is to keep all the requested information in a uniform format.

- 3.1 Firm Information:** A Cover Letter and introduction, including the company name, address, telephone number, fax number and email address of the person or persons authorized to represent the institution regarding all matters related to the proposal. As part of the narrative, provide a brief synopsis of the firm's corporate structure and history. In a narrative discussion, describe any litigation or threatened litigation against your firm or its owners that may affect your performance or completion of this proposed program. Also, please include your firm's philosophy with regards to a description of Inspector's approach, and experience as it relates to basic services as outlined in the RFQ, field investigations, developing recommendations, providing reports and assessments, working with multiple agencies, etc. A person authorized to bind the firm to all commitments made in the proposal shall sign this letter. In addition, complete **Firm Information Form – Exhibit A** and **Firm Questionnaire Form – Exhibit B**
- 3.2 Firm Headquarters:** Information as to the location of Consultant's headquarters and the address and contact information for the local contact office and the primary contact person for the Consultant.
- 3.3 List of Projects:** A Consultant must demonstrate a minimum of ten (10) years of relevant experience and success with similar Projects. Using **Exhibit C – Firm Experience Form** for each project, provide a **minimum** of seven (7) completed projects that demonstrate similar work listed in the Scope of Services. Projects listed must have been completed in the last five (5) years for K-12 School Districts located in Southern California. Prime consideration will be given to experience with modernizations, new construction, additions, and reconstruction.

In the narrative section of **Exhibit C form**, provide project-specific information relating to the Consulting Services:

- Describe project and responsibilities in detail;
- Indicate proposing firm's prior experience working for the District and for other educational entities in Southern California;
- Consultant must also demonstrate familiarity with Code requirements relating to school site development activities; including, but not limited to the understanding of applicable laws for the Environmental Protection Agency (EPA), the Department of Toxic Substances Control (DTSC), and California Education Code Title 5 requirements.

Should you need to provide additional information under Firm Experience, you may attach a separate sheet and title the document as **Firm Experience Form – Exhibit C2**. Use as many sheets as necessary to list all completed contracts.

Past Performance of Responder will be evaluated. Clients listed in **Exhibit C** and **Exhibit C2** may be contacted for a reference.

- 3.4 Project Team:** Identification of Consultant's project team, key personnel and staff members and their specific expertise and experience in the Services, especially as it relates to school sites and facilities. Provide the name of a primary point of contact. Provide the names of key personnel who will be available, knowledgeable, and regularly attentive or involved working with the District. Label this **Exhibit D – Team Member Resume Form**.

All licensed professionals responsible in charge of the work MUST be directly employed by the responding Consultant and NOT employed as a Sub-Consultant. In addition, list all professional registration certification and/or license designations and numbers that are currently active in the State of California. Do not list any inactive registration and/or license designations. Include this information in **Exhibit D – Team Member Resume Form**.

- 3.5 Sub-Consultants:** Provide a schedule of Sub-Consultant, or Sub-Consultant categories, if any, which are likely to be used by Consultant in carrying out any Work that may hereafter be awarded to Consultant by the District. Identify, any outside disciplines that the firm may use in the course of performing services to the District associated with the firm. List names, California License or Registration Numbers, business addresses, phone numbers, fax numbers, emails, date established, and time associated with firm. Also include resumes and any other information the Firm feels might best highlight the Sub-Consultant's experience and qualifications. On a separate sheet as an attachment, label this **Exhibit D2 – Sub-Consultant Form** and **D3 – Sub-Consultant Experience Form**.

- 3.6 Contracts:** Provide a schedule of all school district contracts held within the last five (5) years including, with respect to each project, the project name and the property address, the contract amount, services offered and Consultant's contact person at the District on said project. Please attach as a separate sheet and label this **Exhibit D4 – Contracts**.

- 3.7 Licenses:** For all the firm's Consultants and Sub-Consultants the firm shall include the required license numbers for a Certified Consultant and any other license/certifications relating to this RFQ.

- 3.8 Billing Rates:** Billing rates for all personnel and/or categories of employees as well as any overhead or other special charges. Consultant's SOQ should provide estimates for certain standardized components of the process. Provide Consultant's typical fee schedule as well as any sub-Consultant fees or services that may be needed. Attach to **Exhibit F**. At a minimum, the Fee Schedule should include those items listed on the **Fee Schedule Breakdown**.

Provide the proposed billing rate for Services. Please use **Exhibit F – Billing Rate Form**. Provide any planned escalation rate for future years if already determined. Consultant's proposed billing rate fees should include and account for all direct labor costs, fringe benefits, insurance, overhead, profit, and all other expenses the Consultant will incur in providing hazardous material surveying, investigation, abatement plan preparation and monitoring consulting services.

All proposed reimbursable expenses shall be directly related to the services required for the Project and must be supported by proper documentation and prior District

authorization. Reimbursement shall not exceed cost plus 3%. Sub-Consultants are not covered.

- 3.9 Certification:** Consultant shall certify by completing **Exhibit G – Certification Form** that Consultant has read and received all RFQ documents for submitting an SOQ. Do NOT provide this form for the Sub-Consultants.
- 3.10 Non-Conflict of Interest:** Consultants shall certify by signing **Exhibit H – Statement of Non-Conflict of Interest**, that if selected to provide Services through this RFQ, the Consultant shall do so as an independent contractor and not as an officer, agent or employee of the District. Do NOT provide this form for the Sub-Consultants. Note: During the qualifications process (i.e. From the date this RFQ and/or future RFQs are released to the conclusion of the selection process), if it is determined that any individual(s) who works for or represents any Interested firm communicates, contacts and/or solicits Board Members of the District in any fashion, said firm shall be disqualified from the RFQ selection process, and may be removed from any established pre-qualified list, as well as the removal from the “interested Consultants list.
- 3.11 Litigation & Dispute Resolution:** Provide specific information on termination for default, litigation settled, or judgments entered within the last (5) five years related to your firm, joint venture partners, or sub-Consultants (only provide sub-Consultant’s targeted to perform in excess of 20% of the work). Also, provide information relative to any convictions for filing false claims within the past 5 years.

Consultant shall provide a narrative description of their dispute resolution process and the nature of any anticipated disagreements that might occur during the course of the work with the District, Consultants, contractors and subcontractors, and a discussion of how such disagreements might be resolved by the Consultant.

4.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

In accordance with Education Code 17076.11, the District supports a participation goal of at least 3 percent (3%) of the overall dollar amount expended each year to Disabled Veterans Business Enterprises (DVBE). If Consultant is selected to provide services to the District, Consultant will be required to sign and return a Certification form (copy included with these RFQ documents) certifying that they will provide the District with information regarding the use of any DVBE contractors or Consultants on the project. Information about DVBE resources can be found at <http://www.dgs.ca.gov/default.htm> or by calling the Office of Small Business and DVBE Certification at 916-375-4940. Please note that DVBE documentation is included in this RFQ but is not required to be submitted in the SOQ. The DVBE documentation will be required if the Consultant is Pre-Qualified and then chosen to provide services as a result of an RFP process. Please review **Exhibit I – Statement of Intent to Meet DVBE Participation Goal** and state whether or not the Consultant will be able to satisfy the requirements.

5.0 INSURANCE REQUIREMENTS

Consultant shall, at all times during the term of this Agreement, carry, maintain and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of \$1,000,000 each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by the Consultant, its employees, and sub-Consultants. Said policy or policies shall be issued by an insurer rated in A. M. Best’s Insurance Guide with a rating of at least A:X. Consultant shall also provide comprehensive auto liability insurance covering personal injury and property damage in the amount of a combined single limit

of \$1,000,000 covering "Any Auto" utilized by Consultant in performing its services hereunder. Insurance coverage must include:

- Owned, non-owned and hired vehicles;
- Endorsement naming Alhambra Unified School District as additional insured;
- Products/completed operations;
- Broad form property damage;
- Personal injury;
- Professional liability insurance, including contractual liability, with limits of \$2,000,000 per claim. Further, if such insurance is on a claims made basis, Consultant agrees to maintain in full force and affect such insurance for one year after the performance of work under this agreement, including warranty periods, is completed.
- Workers' Compensation Insurance shall be maintained, in accordance with provisions of the California Labor Code, adequate to protect any person, firm, or corporation employed directly or indirectly in connection with the work of the Consultant from claims under Workers' Compensation Acts which may arise for operations, whether such operations be by any person, firm, or corporation, employed directly or indirectly by the Consultant upon or in connection with the work.

All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days prior written notice to the District. Consultant agrees that it will not cancel or reduce said insurance coverage.

Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, District may either immediately terminate this agreement or, if insurance is available at a reasonable cost, District may take out necessary insurance and pay, at Consultant's expense, the premium thereon.

At all times during the term of this Agreement, Consultant shall maintain on file with the District a certificate of insurance, showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the District as an additional insured (except for the workers compensation and professional liability policies), providing that the policies cannot be canceled or reduced, except on thirty (30) days written notice to the District, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions set forth in this Agreement. Consultant shall promptly file with the District such certificate or certificates.

The insurance provided by Consultant shall be primary to any coverage available to District. The insurance policies (other than workers compensation) shall include provisions for waiver of subrogation.

6.0 SELECTION CRITERIA / EVALUATION PROCESS

6.1 Selection Criteria: Although not necessarily exhaustive of the criteria to be utilized by the District, the District intends to use the following evaluation criteria in selecting a Consultant. The Evaluation criteria are as follows:

- **Compliance with all Applicable Laws.** Consultant's ability to comply with all laws, guidelines, and requirements relative to the work to be undertaken, and the methodology by which Consultants will do so.
- **Timeliness and Completeness of Response.** To receive maximum consideration, Consultant's Response must be received by the Response Deadline. In addition, Consultant's Response will be evaluated with respect to

organization, clarity, completeness, and responsiveness to this RFQ, such as providing the minimum qualifications, firm information, and firm headquarters.

- **Technical Qualification and Competence.** This includes the firm's experience, expertise, and familiarity with the Services and applicable laws and requirements for hazardous materials projects in general and school projects in particular. The Consultant's ability to provide proof of any required licenses and/or certifications for completion of the scope of work, if applicable.
- **Approach to Work.** This includes the identification of the project team and sub-consultants, project management coordination methodologies, analysis and study approaches, ability to respond to emergencies, delays and Consultant's ability to communicate effectively with District personnel and offer advice in the best interest of the District.
- **Contract Requirements and Cost Control.** This includes compliance with contract requirements described in this RFQ and cost control procedures, preliminary cost estimates, personnel utilization, billing rates for personnel and Consultant's policies respecting the pass-through to the District of overhead costs.

6.2 Evaluation Process: The SOQs will be evaluated by an evaluation panel consisting of individuals selected by the District. Selection for this pre-qualified Consultant list will not preclude nor guarantee the selected firm consideration for future District projects. At the District's discretion, to further assist in evaluation, some, one, or all of the responding firms may be requested to participate in an oral interview. The interview will be used as another opportunity to clarify any issues within a given proposal and explore the approaches that may be used to satisfy all District requirements. The District reserves the right to request that some or all of the responding firms consent to being interviewed by selected District personnel and/or representatives and/or submit additional written information. Based on its evaluation of the SOQs that are received, the District may select one or more prequalified Consultants. The District also reserves the right to: (i) extend the Response Deadline, (ii) send out additional RFQ's, and/or (iii) provide for other mechanisms for Consultants to be selected to provide hazardous material surveying, testing, abatement plan preparation and monitoring consulting services to the District.

All work to be performed under any awarded contract must conform to all applicable laws and guidelines and all requirements of the District, local jurisdictions as applicable, all other governmental agencies with jurisdiction, and conform with the requirements set forth by this RFQ.

This RFQ, and any potential future RFP's, does not commit the District to award a contractual agreement with any Consultant or to pay any costs incurred in the preparation of Proposals. The District reserves the right at its sole discretion to: (i) withdraw this RFQ, (ii) reject any and all SOQs, or (iii) waive irregularities, (iv) terminate or change the contracting process articulated in this RFQ because of unforeseen circumstances. Acceptance by the District of any SOQs submitted pursuant to this RFQ shall not constitute any implied intent to enter into an agreement for services. The District shall not be responsible in any manner for the cost associated with preparing an SOQ and/or participating in an interview. The SOQs, including all drawings, plans, photos, and narrative materials, shall become the property of the District upon the District's receipt of same. The District shall have the right to copy, reproduce, publicize and/or dispose of each SOQ in any way that the District may choose. The District reserves the right to negotiate the terms and conditions of any agreement for services that may hereafter be let by the District. Please complete ***Exhibit G – Certification***.

7.0 QUESTIONS REGARDING THE REQUEST FOR QUALIFICATIONS

If you have any questions regarding this RFQ, please submit them to Keith Matsuo at matsuo_keith@ausd.us. The deadline for all questions pertaining to this RFQ is noted below. The District thanks you for your interest in providing services to the District and invites your SOQ hereto in accordance with the terms of this RFQ.

8.0 RFQ SCHEDULE

RFQ – solicitation date	June 10, 2019
Advertisement (Pasadena Star News)	June 10, 2019
Deadline to submit Questions	June 19, 2019 @ 10:00 am
Deadline to post responses to Questions	June 24, 2019 @ 10:00 am
Deadline for submission of RFQ's	July 1, 2019 @ 10:00 am July
Evaluation of RFQ's	2-July 5, 2019
Recommendation to Board	July 23, 2019

9.0 GENERAL CONDITIONS

- 9.1 Assignment of Work.** In anticipation of the significant construction campaign that will commence throughout the District in the months ahead, it is the intention of the District to have available Pre-Qualified/Recommendation/Contract Execution process, in the event any one firm is not available to work on the assigned project for any reason, the District reserves the right to replace that firm with a comparably qualified firm from amongst any of the Pre-Qualified firms so as not to disrupt the construction process. However, the firm providing the abatement services that is rendered unavailable will be given the first opportunity to provide a suitable replacement prior to other firms being contacted to fill the vacancy. In that case, the replacement firm would be subject to the advanced approval of the District, prior to such an assignment-taking place.
- 9.2 Evaluation & Acceptance of Statement of Qualifications.** The District reserves the right to reject any and all Statements of Qualifications to amend the Request for Qualification and the process itself, or to discontinue the process at any time.
- 9.3 Withdrawal of Statement of Qualifications.** The Consultant or team may withdraw his/her SOQ at any time prior to the specified time for receipt of SOQ's by delivering a written request signed by an authorized officer of the Consultant organization to the attention of Purchasing Department, AUSD. All Consultants must present their written request for withdrawal in person with proof that they are representatives of the company withdrawing the SOQ.
- 9.4 Non-Liability of District.** The District shall not be liable to the Consultant for personal injury or property damage sustained in the performance of this project, however caused.
- 9.5 Indemnification.** The Consultant agrees to protect, save, defend and hold harmless the DISTRICT, their governing board and each member thereof, their officers, and employees from any and all claims, liabilities, reasonable expenses or damages of any nature, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of the negligent acts, errors or omissions or willful misconduct by the Consultant, Consultant's Agents, officers, employees, sub-Consultants, or independent Consultants hired by the Consultant under this agreement. The only exception to the Consultant's responsibility to protect, save, defend and hold harmless the DISTRICT is where a claim, liability, expense or damage occurs due to the negligence, willful misconduct or active negligence of the DISTRICT. This hold harmless Agreement shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Consultant.
- 9.6 Fingerprinting.** The Consultant shall comply with Education Code section 45125.1 which stipulates that none of its employees that come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Fingerprinting and clearance of any named candidate to perform project inspection services is a program-wide pre-requisite and must occur prior to any candidate setting foot on any school campus.
- A copy of the District's required certification for fingerprinting is available by contacting Sandra Vigil, at (626) 943-6610
- 9.7 Interpretation of Documents.** Any interpretation or corrections of the RFQ will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the RFQ documents. No person is authorized to make

any oral interpretation or any provision in the RFQ document to any Consultant and no Consultant is authorized to rely on any such unauthorized oral interpretation.

- 9.8 Independent Contractor.** In all matters to this Agreement, Consultant shall be acting as an independent contractor. The employees of the Consultant and its subcontractors are not employees of the District under the meaning or application of any federal or state unemployment insurance laws, other social security law or any workers' compensation law, industrial law, or otherwise. Consultant shall assume and pay liabilities and perform all obligations implied by any such laws with respect to the performance of any Agreement resulting from this RFQ. Consultant shall not have any right, power or authority to create any obligations, express or implied, on behalf of the District and shall not have any authority to represent itself as an agent of the District.

All services against the RFQ shall be performed and invoiced in accordance with the price in effect at time the contract is signed with the District regardless of the price in effect at the time of invoice.

- 9.9 Subcontractors.** If a subcontractor is proposed, complete identification of the subcontractor and his tasks shall be provided. The primary Consultant is not relieved of any responsibility by virtue of using a subcontractor.
- 9.10 Audits and Inspections:** Consultant shall at any time during business hours, and as often as the District may deem necessary, make available to the District for examination all of its records and data in respect to the matters covered by any contracts awarded by the District under the RFQ. The Consultant shall, upon request by the District, permit the District to audit and inspect all such records and data necessary to ensure the Consultant's compliance with the terms of the RFQ.
- 9.11 Assignment.** The Contract or any interest therein may not be assigned without prior written consent of the District.
- 9.12 Termination of Contract for Non-Performance.** If the Consultant refuses or fails to perform services required, or if he/she should be adjudged as bankrupt, or if a receiver should be appointed on account of insolvency or should repeatedly or persistently refuse or fail to provide service required, or Consultant persistently disregards the laws, ordinances, or instructions of the District, or otherwise guilty of a substance violation of the contract, then the District may, without prejudice to any other right or remedy, service written notification or intention to terminate the contract. Such notice shall contain the reasons for such intention to terminate, and unless within fifteen (15) days after services of such notice, the condition or violation shall cease and satisfactory arrangements for the corrections thereof are made, the contract shall upon the expiration of fifteen (15) days to cease and terminate. The foregoing provisions are in addition to and not in limitation to any other rights or remedies available to the District.
- 9.13 Claims and Disputes.** Claims, disputes or other matters in question between the parties to the contract or breach thereof shall be subject to mediation under the auspices of a recognized, neutral third-party professional mediation service, or other mediation methods acceptable to both parties, prior to undertaking any legal action. The cost of the mediation services shall be borne equally by the parties.
- 9.14 Laws and Regulations.** Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If the Consultant performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, he shall bear all the costs arising there from.

9.15 Covenant Against Gratuities. Consultant warrants by signing and submitting its SOQ in response to this RFQ that no gratuities (in form of entertainment, gifts or otherwise) were offered or given by the Consultant or any agent or representative of the Consultant to any officer or employee of the District with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the District shall have the right to terminate the Contract, either whole or in part, any loss or damage sustained by the District in procuring on the open market any services which the Consultant agreed to supply shall be borne and paid for the by Consultant. The rights and remedies of the District provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.