

EL MONTE UNION HIGH SCHOOL DISTRICT



BIDDING DOCUMENTS FOR THE EL MONTE UNION HIGH SCHOOL DISTRICT FOR

RFP No. 2024-25(P4) Labor Compliance Consultant Services for the Adult Regional Education Complex Project

LOCATED AT
ROSEMEAD ADULT EDUCATION AND TRANSITION CENTER
4105 ROSEMEAD BLVD.
ROSEMEAD, CA 91770

Construction Project DSA Application No. 03-122743

CONTACT PERSON:
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1 st Publication Date:	October 18, 2024
Pre-Bid RFI Deadline:	October 23, 2024 at 3:00 p.m.
Bid Due Date:	October 30, 2024 at 10:00 a.m.
Interview:	October 30, 2024 (time tbd)
Award of Contract:	November 6, 2024
Contract Time:	547 Calendar Days

1. Introduction

1.1. Summary

The El Monte Union High School District is soliciting proposals from qualified firms for RFP No. 2024-25(P4) Labor Compliance Consultant Services for the Adult Regional Education Complex Project located at the Rosemead Adult Education and Transition Center campus.

1.2. Contact Information

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1.3. Project Information

Modernization of an existing 2-story adult education building and new construction of a 2-story addition to the existing building.

Gravity and lateral rehabilitation of the existing 2-story wood framed building.

Retrofit tasks include re-configuration and strengthening of isolated gravity and lateral components.

Site improvements included new drop-off, new accessible parking spaces, general landscape around the building perimeter and at courtyard.

Project Construction Estimate: \$28,000,000.00

The construction bid is underway and scheduled to be awarded to a contractor on November 6, 2024.

The notice to proceed is scheduled to be issued on approximately, November 13, 2024.

The anticipated construction start date of this project is December 4, 2024.

Project duration is 547 calendar days.

For any additional information including DSA-103, drawings, and specifications are available to download and view our website via the following link:

<https://www.emuhsd.org/Page/146>

Please review all drawings, specifications, and addenda under **BID NO. 2024-25(B2) ROSEMEAD ADULT EDUCATION AND TRANSITION CENTER ADDITION/MODERNIZATION.**

2. Scope of Work

2.1. Scope of Work

The consultant shall perform the work necessary to, and be responsible for, all labor compliance monitoring and reporting, and ensuring all requirements are met, collected, and verified. The work performed by the consultant shall be based on the procedures, guidelines, and standards required by California State Labor Code. The work will be dictated by the construction schedule, coordination with District representative and Project Manager, as necessary. At minimum, the following is a list of duties required by the consultant to perform:

- Attend any necessary project meetings,
- Act as the primary contact for Labor Compliance related issues and/or questions,
- Provide assistance and act as the labor compliance liaison between the District, Contractor(s) and/or sub-contractor(s),
- Provide and obtain the necessary Labor Compliance documents,
- Conduct on-site job interviews with employees of the contractor(s) and sub-contractor(s) to ensure compliance,
- Monitor weekly payroll reports,
- Assist the District with pay applications,
- File any applicable wage compliance reports; and
- Provide the Project Manager with an end of project final report including all Labor Compliance documents, tasks, correspondence, field interviews, reporting receipts and certified payroll records via hardcopy and digital format (PDF).

Labor Compliance Monitoring and Reporting:

- Collect and review the District's contractor's (and subcontractor) certified payroll submissions as well as the electronic versions uploaded to the DIR's eCPR website to ensure accuracy and payment of applicable prevailing wage rates, and verify compliance with all statutory and regulatory prevailing wage rates and labor compliance requirements (local, State, or Federal, as applicable). Experience with Labor Compliance Monitoring and Reporting rules and regulations as they pertain to the applicable State and Federal agencies.
- Ensure apprentice and training contribution fund requirements are met.
- Ensure mandated labor law posters and wage determinations are posted on site and visible to all workers.
- Provide a monthly report, in the format of your choice, of a status update of the labor compliance submittals for each contractor working on the project to the District representative.

- Report the finding of any contractor in violation of the applicable statutory and/or regulatory requirements – including but not limited to incorrect classifications, prevailing wage underpayments, discrepancies with fringe benefits, and/or missing or delinquent payrolls, on the report and to the District.
- Immediately work with the contractor to rectify any violations, keeping the District apprised.
- Investigate complaints and perform audits as needed, communicating outcomes with the complainant, contractor, and District.
- Upon project completion, provide a final close out report documenting the status of the labor compliance requirements for each contractor and coordinate delivery of all hard copies of files collected to the District for records retention storage.
- Attendance at construction meetings may be required.
- Attendance at scheduled meetings to review compliance status with City LCS may be required.
- Familiar with Public Contract Code (PCC) and Public Works compliance regulations.
- Experience with prevailing wages, trades, field interviews, payroll reporting, certified payroll, monitoring, and tracking issues.
- Experience with DVBE tracking and reporting.

Administration:

- Administrative support staff as required. Cost for support staff should be clearly identified within the cost proposal.
- Firm is to utilize their own certified payroll system(s).
- Consultant must have ProCore Construction Management software. All documents must be uploaded on ProCore.

2.2. Equipment and Supplies

The Consultant shall furnish all tools, materials, supplies, and equipment to perform the tasks outlined in the Scope of Work.

3. Proposal Requirements

3.1. Proposal

Responding proposals must include each of the following sections:

1. Transmittal Letter
2. Qualifications and Experience
3. Project Approach
4. Rate Sheet

Please see below sections for each of the above item's specific requirements. If a proposal fails to detail and address each of the requirements detailed herein, the District may determine the proposal to be nonresponsive and reject it.

3.2. Transmittal Letter

Responding firm must provide a written transmittal letter and offer in the form of a standard business letter. The Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required. Each proposal must meet the Proposal Transmittal Letter requirements and provide all required documentation. A Proposal Transmittal Letter is mandatory and failure to provide the information as required may result in the proposal being considered non-responsive and rejected.

1. The letter shall state that the proposal remains valid for at least ninety (90) business days subsequent to the proposal due date and thereafter in accordance with any resulting contract between the responding firm and the District.
2. The letter shall provide the complete name of the individual or the firm making the proposal.
3. The letter shall provide the name, mailing address, and telephone number of the person the City should contact regarding the proposal.
4. The letter shall state whether the responding firm intends to use subcontractors. If so, clearly identify the names of the subcontractors/subconsultants along with complete mailing addresses and the scope and portions of the work the subcontractors/subconsultants shall perform. (NOTE: The selected firm(s) must obtain written approval from the District prior to the use of any subcontractors/subconsultants).
5. The letter shall state whether the responding firm or any individual who shall perform work under the contract has a possible conflict of interest and, if so, the nature of that conflict. The District reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the

objectivity of the offertory. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the District.

6. The letter shall also include a statement of acknowledgement that the District's Standard Contract and Insurance Requirements ([Included in Attachments](#)) have been reviewed and accepted with or without qualification. If qualifications are involved, those items requiring adjustment or modification must be identified and listed along with suggested modifications to the Contract. If no modifications to the Contract are noted, then the District will assume that the responding firm is capable of performing all normal managerial tasks and services without reservation or qualification to the contract.
7. The letter shall be signed by a company officer empowered to bind the responding firm to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the company president, the letter shall attach evidence showing authority to bind the company.

3.3. Qualifications and Experience

Proposals shall provide information in response to the following subsections as evidence of the of the responding firm's experience in delivering services similar to those required by this RFP. Any proposal which does not meet the mandatory requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.

1. Have a minimum of five (5) years of experience in providing the services requested herein to public agencies in California. If the firm has been in business for less than five years, the experience of its principals may be used to meet this requirement. In addition, proposer is required to submit five (5) references for which these services have been performed within the last three (3) years.
2. Previous experience for a public agency similar in size to the El Monte Union High School District, must be able to provide an example of the finalized report.
3. A brief description of the responding firm's background, years in business, and organizational history.
4. Location of office(s) with clear identification of the office(s) from which services will be performed. The firm's location must be within a 50 mile radius of the El Monte Union High School District office located at 3537 Johnson Ave., El Monte, CA 91733.
5. A description of the responding firm's number of employees, longevity, client base.
6. Whether there have been any mergers, acquisitions, or sales of the responding firm's company within the last three (3) years (if so, an explanation providing relevant details).

7. A statement as to whether there is any pending litigation against the responding firm, and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the responding firm's performance in a contract under this RFP.
8. A statement as to whether, in the last ten (10) years, the responding firm has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and, if so, an explanation providing relevant details.
9. A list, if any, of all current contractual relationships with the District and all those completed within the previous five (5) year period.
10. Types and names of local government agencies that they have worked with in the past.
11. List of at least three references - Provide name, telephone number, email address, project name, size of the project, project location, and project timeline of references that can attest to the quality and effectiveness of the past projects of similar scope.
12. Provide a matrix referencing work performed relative to projects listed indicating key personnel responsible for performance and the extent of their involvement in the project. Differentiate which work was performed by subcontractor/subconsultant if subcontractor/subconsultant are proposed.
13. An organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP and illustrating the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP.
14. A narrative description of the project team, its members and organizational structure; identify the primary contact person who will lead the day-to-day work effort and serve as the primary contact to the District on a day-to-day basis.
15. A personnel roster and resumes of key people who shall be assigned by the responding firm and/or its subcontractor/subconsultant to perform duties or services under the contract. Resumes shall detail each individual's title, education, current position with the responding firm or subcontractor/subconsultant. Identify the duration of employment with the responding firm and other firms for each person listed. Describe the relevant experience and education, professional licenses, and demonstrated accomplishments of these key staff members.
16. Proof of registration with the Secretary of State to conduct business in the State of California.

3.4. Project Approach

Describe the operational or organizational approach to fulfilling the Scope of Work.

Responding firm must provide a comprehensive narrative on how to accomplish required objectives and provide continuity on work efforts. Firms may provide information that include graphs, charts, photos, and is to the Consultant's complete discretion.

3.5. Total Cost

The submitted cost proposal shall show a not to exceed lump sum cost estimate for this project, providing hourly billing rates for personnel, with the estimated total based on man-hour estimates. The cost estimate shall include provisions for meeting with the agency to report progress of the work. The timeframe for this project is estimated between 18 months. In addition, the cost estimate for each subconsultant shall also be provided.

3.6. Rate Sheet

A Rate Sheet for Professional Services, as addressed in this RFP, must be submitted as a required response document. Rate Sheets shall include all applicable federal, state, and local taxes and should be broken down by individual work task for all personnel assigned to provide services detailed within the Scope of Work, and any reimbursable costs.

4. General Requirements

4.1. Proposal Submission

The El Monte Union High School District Purchasing Department, will receive proposals from firms for the On-Call Labor Compliance Services as outlined in this RFP.

All proposals shall be submitted via email to purchasing@emuhsd.org, no later than:

Wednesday, October 30, 2024 at 10:00 am.

Firms shall respond to the RFP and any exhibits, attachments, or amendments.

Responding proposers must comply with the instructions in this RFP. Proposals must conform and be responsive to this notice and shall be submitted via the email above and may not be delivered orally, by paper, by mail, by facsimile transmission, or by any other means.

A responding firm's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified. Late proposals shall not be accepted nor shall additional time be granted to any responding firm.

4.2. Questions

Questions must be submitted via email to purchasing@emuhsd.org, no later than:

Wednesday, 23, 2024 at 3:00 pm.

This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made. Questions must be submitted prior to the question submission deadline.

Questions will not be accepted by any other means.

4.3. General Proposal Requirements

1. The District discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the responding firm's capabilities to satisfy the requirements of this RFP. Emphasis should be on conformity to the District's instructions, requirements of this RFP, and completeness and clarity of content.
2. Responding firms must follow all formats and address all portions of the RFP set forth herein providing all information requested. Responding firms may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the District's information requirements.
3. Responding firms must label each section as outlined. Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the District's sole discretion, result in the rejection of the proposal.

4. Proposals must not contain extraneous information. All information presented in a proposal must be relevant in response to a requirement of this RFP. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.
5. Proposals shall be prepared on standard 8 1/2" x 11" formatted electronic documents. Foldouts containing charts, spreadsheets, and other exhibits are permissible but proposer shall be reminded that responses will be read electronically.
 1. All responses, as well as any reference material presented, must be written in English.
 2. All monetary amounts must be detailed in United States currency.
 3. All uploaded proposal pages must be numbered. Proposals shall be limited to a total of twenty-five (25) pages and should not include unnecessary company advertisement material.

4.4. Required Review and Waiver of Objections by Responding Firms

Responding firms should carefully review this RFP and all attachments, including, but not limited to, the Standard Contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments").

Comments must be made in writing and received by the District no later than:

Wednesday, October 23, 2024 at 3:00 pm.

Objections shall be considered waived and invalid if not brought to the attention of the District, in writing, by the Deadline.

4.5. Proposal Preparation, Interview, and Negotiation Costs

The District shall not be responsible for and/or shall not pay any costs associated with the preparation, proposal, or presentation of any proposal, or costs incurred by the responding firms during the interview and negotiations phase of the solicitation process.

4.6. Proposal Withdrawal

To withdraw a proposal, the responding firm may request it in writing via email to purchasing@emuhsd.org. After withdrawing a previously submitted proposal, the responding firm may submit another proposal at any time up to the deadline for submitting proposals.

4.7. Proposal Amendment

The District shall not accept any amendments, revisions, or alterations to the proposal after the deadline for the proposal.

4.8. Proposal Errors

Responding firms are liable for all errors or omissions contained in their proposal. Responding firms shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

4.9. Incorrect Proposal Information

If the District determines that a responding firm has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the responding firm knew or should have known was materially incorrect, the proposal may be rejected in the District's sole discretion.

4.10. Prohibition of Respondent Terms and Conditions

A firm's own contract terms and conditions in a response to this RFP will not be accepted. If a proposal contains such terms and conditions, the District, at its sole discretion, may reject the proposal, unless the proposed terms are in accordance with the requirements set forth in this RFP.

4.11. Assignment and Subcontracting

The selected firm(s) may not subcontract, transfer, or assign any portion of the contract without prior written approval from the District. Each subcontractor/subconsultant must be approved in writing by the District in its sole discretion. The substitution of one subcontractor/subconsultant for another may be made only at the discretion of the District and with prior written approval from the District.

Notwithstanding the use of approved subcontractor/subconsultant, the selected firm(s), if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

4.12. Joint Ventures and Partnering

Proposals from joint ventures or entities partnering for a specific service must be designed to minimize any administrative burden on the District as a result of the participation of multiple entities. Joint proposals must adhere to the following:

1. The proposal shall clearly set forth the respective responsibilities and functions that each Principal of the joint venture or partnering entities would perform if awarded a contract pursuant to this RFP.
2. The proposal must include a copy of the joint venture or partnering agreements that identify the Principals involved, as well as their rights and responsibilities regarding a contract pursuant to this RFP.
3. The proposal transmittal letter must be signed by each Principal of the joint venture and include all required information.

4.13. Proposal of Alternate Services

Proposals of alternate services (i.e., proposals that offer something different from that requested by the RFP) will be considered non-responsive and rejected.

4.14. Proposal of Additional Services

If a responding firm indicates the capability and offers services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing, at the sole discretion of the District. The cost for any such additional services shall be mutually agreed upon by the selected firm(s) and the District, and incorporated into the contract before contract signing.

4.15. Insurance Requirements

During the term of this Agreement, at Consultant's sole cost and expense, Consultant agrees to procure and maintain the following insurance:

- a. Commercial General Liability Insurance in the minimum amount \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, including coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured contract (including tort of another assumed in a business contract), and independent Consultant's liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit. District, its officials, trustees, officers, agents, employees, volunteers, and representatives ("District Entities") shall be named as additional insureds with respect to liability arising out of the Services performed by or on behalf of the Consultant under this Agreement. The policy shall contain a severability of interests/cross liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- b. Professional Liability (Errors and Omissions) Insurance appropriate to Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. If the E&O policy provides claims-made coverage: 1) The Retroactive Date must be shown, and must be before the anticipated commencement of Services., 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after termination of this Agreement; and 3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after termination of this Agreement.
- d. Commercial Automobile Liability Insurance in the minimum amount of \$1,000,000 per accident for bodily injury and property damage covering any auto, including all vehicles that are owned, non-owned, and hired and personal injury protection. If Consultant has no owned autos the policy may be limited to cover hired and non-owned autos only. The policy must provide Contractual Liability coverage equivalent to that provided in the 1990 and later editions of ISO form CA 00 01.]

- e. Workers' Compensation Insurance coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Consultant must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.]
- f. Consultant insurance must be primary for any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance coverage. Any insurance or self-insurance maintained by the District Entities shall be excess of the Consultant's insurance and shall not contribute with it.
- g. Waiver of Subrogation. Consultant hereby grants to the District Entities, a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Consultant shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- h. Acceptability of Insurers. Unless otherwise acceptable to the District, all insurance is to be placed with insurers authorized to conduct business in California with a current A.M. Best's rating of no less than A:VII, or approved by the Surplus Lines Association to do business in California.
- i. Verification of Coverage. Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the District before commencement of the Services. However, failure to obtain the required documents prior to the commencement of Services shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- j. Waivers, Modifications, or Changes. Any modification or waiver of the insurance requirements herein shall be made only with the written approval of the District. Not more frequently than annually, if in the opinion of District the amount of the foregoing insurance coverages is not adequate or the type of insurance or its coverage adequacy is deemed insufficient, Consultant shall amend the insurance coverage as required by the District.

4.16. Licensure and Special Certification

Before a contract pursuant to this RFP is signed, the selected firm(s) must hold all necessary applicable business and professional licenses, and certifications. The District will require the selected firm to submit evidence of proper licensure and certifications.

4.17. Conflict of Interest and Restrictions

By submitting a proposal, the responding firm certifies that no amount shall be paid directly or indirectly to an employee or official of the District as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the responding firm in connection with the procurement under this RFP.

4.18. RFP Amendment and Cancellation

The District reserves the unilateral right to amend this RFP in writing at any time. The District also reserves the right to cancel or reissue the RFP at its sole discretion. The District shall post copies of the RFP and amendments on the [District's website](#) and it shall be the responsibility of the responding firm continuously check the website for any updates related to this RFP. Responding firms shall respond to the final written RFP and any exhibits, attachments, and amendments.

4.19. Right of Rejection

1. The District reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.
2. Any proposal received which does not meet the requirements of this RFP may be considered to be non-responsive, and the proposal may be rejected. Responding firms must comply with all of the terms of this RFP and all applicable state and local laws and regulations. The District may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.
3. Responding firms may not restrict the rights of the District or otherwise qualify their proposals. If a responding firm does so, the District may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
4. The District reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the District. Where the District waives variances in proposals, such waiver does not modify the RFP requirements or excuse the responding firm from full compliance with the RFP. Notwithstanding any variance, the District may hold any responding firm to strict compliance with the RFP.

4.20. Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of the District. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation and selection process. Upon the completion of the evaluation and selection process, indicated by approval of a contract for services emanating from this RFP by the District or by rejection of all proposals, the proposals and associated materials shall be open for review by the public to the extent required by the California Public Records Act. By submitting a proposal, the responding firm acknowledges and accepts that the contents of the proposal and associated documents shall become open to public inspection.

4.21. Proprietary Information

The electronic/master copy of each proposal shall be retained for official files and will become public record after the award of a contract.

4.22. Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the District and responding firms shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.23. Litigation Warranty

The bidding vendor, by bidding, warrants that the vendor is not currently involved in litigation or arbitration concerning the vendor's performance concerning the same or similar service to be supplied pursuant to this RFP and that no judgments or awards have been made against bidding vendor on the basis of vendor's performance in supplying the same or similar service, unless such fact is disclosed to the District in the responding proposal. Disclosure may not disqualify the bidding vendor. The District reserves the right to evaluate proposals on the basis of the facts surrounding such litigation or arbitration.

4.24. Best and Final Offer

The District may request Best and Final offers based upon improved understanding of the offers or changed Scope of Work. Based on the initial proposals, the preproposal meeting, and Best and Final offers, if requested, the panel will select the proposal which best fulfills the requirements and is the best value to the District. The District will negotiate with that seller to determine final pricing, and contract form. Because this proposal is negotiable, all pricing data will remain confidential until after award is made, and there will be no public opening and reading of Proposals. Overall responsiveness to the Request for Proposals is an important factor in the evaluation process.

4.25. Prevailing Wages

This contract is subject to the State prevailing wage requirements of the California Labor Code including, but not limited to, Sections 1770, 1771.5, 1773, 1776 and 1777.5. Contractor shall comply with California prevailing wage laws including, to the extent applicable, Labor Code Section 1720.9. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates. A copy of the prevailing rate of per diem wages shall be posted at the job site. The Contractor is responsible for obtaining a current edition of all California statutes and regulations, and adhering to the latest editions of such.

4.26. Subcontractors

For all projects, the vendor must list any subcontractors/subconsultants that will be used, the work to be performed by them, and total number of hours or percentage of time they will spend on the project. Each proposer must submit with their proposal the following:

- The Full name of each subcontracting firm as required by Government Code, Sec. 4201, typed or legibly printed.
- The address of each firm.
- The telephone number at the place of business.
- Work to be performed by each subcontracting firm.
- Total approximate dollar amount of each subcontract.

Copies of subcontracts will be provided to the District upon request.

4.27. Live Screen Criminal Background Check Requirements

Consultant, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or District policy, will ensure that all required criminal background checks are timely conducted. If required by EC section 45125.1, Consultant must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Consultant's personnel, who are anticipated to come into contact with the District's students. Consultant further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and that Consultant will comply with any such requirements. Consultant further acknowledges and agrees that no Consultant personnel shall come into contact with students if they 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).] Notwithstanding anything to the contrary herein, if Consultant is an individual operating as a sole proprietor, if required by Education Code section 45125.1(k), it shall be the responsibility of the District to prepare and submit that individual's fingerprints to the Department of Justice.

4.28. Termination

The District may terminate any purchase, service or contract with or without cause either verbally or in writing at any time without penalty.

5. Evaluation Criteria

- [1. Experience](#)

Qualifications and experience of the proposing firm and all members of the team that maybe assigned task under the scope of service listed in this solicitation.

Experience managing similar labor compliance services and task.

Experience of personnel in labor compliance pertaining to public projects including State and/or Federal projects.

Scoring Method: Points Based
Weight (Points): 35 (35% of Total)

- [2. Proven Ability/ Quality of Staff](#)

Ability to provide the services and fulfill the requirements of the “Scope of Work” herein, to public agencies that are similar in size to the District.

Link between proposed personnel and similar project experience.

Qualifications, knowledge, education, and training of proposed personnel.

Demonstrate working as a Team.

Scoring Method: Points Based
Weight (Points): 35 (35% of Total)

- [3. Technical Approach and Delivery](#)

All proposals will be evaluated on the operational and organizational approach to fulfilling the scope of work.

Management methods that characterize the firm which will be applied to the proposed work effort including working knowledge of windows-bases software, project management software, and other software applications and platforms.

Scoring Method: Points Based
Weight (Points): 15 (15% of Total)

- [4. Cost of Proposal](#)

The District’s evaluation process is not necessarily designed to award the contract to the lowest cost proposer. Rather, it is intended to help the District select the vendor with the best combination of attributes including price.

Scoring Method: Points Based
Weight (Points): 15 (15% of Total)

6. Consultant Selection and Contract Award

6.1. Proposal Evaluation Process

1. The evaluation process is designed to select a qualified firm with the best combination of attributes based upon the evaluation criteria.
2. The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. The evaluation team members shall be responsible for evaluating proposals.
3. All proposals shall be reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFP.
4. The evaluation team shall evaluate responsive proposals. Each evaluator shall score the responding firm's proposal based on the evaluation categories outlined in the evaluation criteria in No. 5 above.
5. The District reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all responding firms. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the District and, if held, shall be after initial evaluation of the proposal. If clarifications are made as a result of such discussion, the responding firm shall put such clarifications in writing.
6. The top-rated firm(s) with the highest score from the proposal evaluation scoring may be interviewed and rated. The District reserves the right, at its sole discretion, to request interviews.

6.2. Contract Award Process

The consultant selection and contract award process will follow the rules outlined below:

1. The RFP Coordinator shall invite the highest ranked firm to participate in contract negotiations with the District, as the need arises.
2. If a firm fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within seven (7) working days of its delivery to the firm, the District may determine, at its sole discretion, that the firm is nonresponsive to the terms of this RFP.
3. The RFP files shall be made available for public inspection immediately following contract approval or rejection of all proposals.
4. The District reserves the right to accept or reject any or all proposals.

7. Standard Contract Information

7.1. Standard Contract

The El Monte Union High School District Standard Professional Services Agreement (attached) contains blank sections that shall be filled with appropriate information in the final contract.

7.2. Contract Approval

The RFP and the consultant selection processes do **not** obligate the District and do **not** create rights, interests, or claims of entitlement in the apparent best evaluated responding firm or any potential consultant or subconsultant. Contract award and District obligations pursuant thereto shall commence **only** after the contract is signed by the authorized representative of the selected firm(s) and the District's Assistant Superintendent of Business Services to establish a legally binding contract.

7.3. Contract Payment

Contract payments shall be made in accordance with the Payment Terms and Conditions provision of the final contract. No payment shall be made until the contract is approved. Under no conditions shall the District be liable for payment of any type associated with the contract or responsible for any work done by the consultant, even work done in good faith and even if the consultant is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by the Board of Trustees of the El Monte Union High School District.

Invoices are to be mailed to:

El Monte Union High School District
ATTN: Sandy Navarro, Construction Account Technician – FMOT
1003 Johnson Ave.
El Monte, CA 91731
Or email to sandy.navarro@emuhsd.org

7.4. RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal emanating from the RFP negotiation process shall be incorporated into the final contract.

7.5. Contract Monitoring

The selected firm shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the District. The District may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the District may

inspect those areas of the selected firm's place of business that are related to the performance of the contract. If the District requires such an inspection, the selected firm(s) shall provide reasonable access and assistance.

7.6. Contract Amendment

During the course of this contract, the District may request the selected firm(s) to perform additional work for which the selected firm(s) would be compensated. That work shall be within the general scope of this RFP. In such instances, the District shall provide the selected firm(s) a written description of the additional work, and the selected firm(s) shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the selected firm's fee schedule to this RFP or a lump sum fixed fee that is mutually agreeable to the District and the selected firm(s), whichever is lowest. If the District and the selected firm(s) reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment.

8. Terms and Conditions

8.1. Prevailing Wages

1. **Contractor Registration.** Pursuant to Labor Code section 1725.5, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR.
2. **Prevailing Wages.** Responding firms are hereby notified that the DIR has determined the general prevailing rate of wages for each craft, classification, or type of worker needed to execute the work. Copies of the current schedules for California prevailing wages are located in the City's office, and the contents of those schedules are included herein as if set forth in full.

9. Vendor Questionnaire (to be submitted with proposal)

1. Proposal Requirements*

Please confirm that you have read and met all of the proposal requirements. (Check box)

Please confirm

2. Type of Business*

Please confirm your form of business. (Check one)

- Individual
- Sole Proprietor
- Corporation
- Non-Profit Corporation
- Partnership
- Joint Venture
- Limited Liability Company

3. Please enter Legal Company Name and any related DBA*

Please enter the full legal company name and any other business names related to this proposal registered with the Secretary of State to conduct business in the State of California.

4. Transmittal Letter*

The proposal must provide a written transmittal and offer of the responding firm in the form of a standard business letter as required by this solicitation. A Proposal Transmittal Letter is mandatory and failure to provide the information as required may result in the proposal being considered nonresponsive and rejected. Please confirm that you have attached all required Transmittal Letter documents. (Check box)

Please confirm

*Response required

5. Responding Firm's Qualifications and Experience*

Proposals shall provide responses and documentation, as required, establishing that the responding firm has met the Responding Firm's Qualifications Requirements and experience in delivering services similar to those required by this RFP. Any proposal which does not meet the mandatory requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected. Please confirm that you have attached all Responding Firm's Qualifications. (Check box)

Please confirm

*Response required

6. Project Approach*

Description of the operational or organizational approach to fulfilling the scope of work/contract intent. Please confirm that you have attached all Technical Project Approach. (Check box)

Please confirm

*Response required

7. Cost Proposal/Rate Sheet Documents*

Please confirm that you have attached your cost proposal/rate sheet documents. Please ensure that the cost proposal/rate sheet is on a separate sheet. (Check box)

Please confirm

*Response required

8. Insurance Requirements*

By submitting a response to this solicitation, the Proposer acknowledges the standard District insurance requirements and endorsements as outlined in the Insurance requirements attached. Any Proposer unable to meet the insurance requirements shall not be eligible for the selection or contract award.

Failure to do so in a timely manner following the selection of the recommended vendor shall be just cause for forfeiture of the proposal guaranty and/or rejection of your proposal. (Check box)

Please confirm

*Response required

10. Other Documentation

Please upload any additional documentation that you feel would be a value to your submitted proposal. For example: References, Licenses, certifications, business licenses, etc.

10. Attachments

Attachment A – Consulting Services Agreement

Attachment B – Continuity of Work Agreement between the El Monte Union High School District and the Los Angeles and Orange Counties Building and Construction Trade Councils and Signatory Craft Councils and Unions

Attachment C – Construction Schedule