

# Lancaster School District



## REQUEST FOR PROPOSALS

### **LEAD, ASBESTOS, HAZARDOUS MATERIALS TESTING/ DTSC COMPLIANCE SERVICES FOR MODERNIZATION AND NEW CONSTRUCTION PROJECT AT DESERT VIEW ELEMENTARY SCHOOL**

RFP Responses Due:

**Wednesday, July 2, 2025, at 1:00 PM**

Respondents deliver one (1) electronic PDF copy of their RFP response via email conforming to the requirements of this RFP to:

Mason Nakada, Project Coordinator  
Caldwell Flores Winter, Inc.  
[mnakada@cfwinc.com](mailto:mnakada@cfwinc.com)

Only Firms that have registered with the California Department of Industrial Relations (DIR) regulations are eligible to be further considered for a construction contract. For any public project, as defined in subdivision (c) of Section 22002 of the Public Contract Code, for which the District uses funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 (Chapter 12.5 (commencing with Section 17070.10) of Part 10 of Division 1 of Title 1 of the Education Code) or any funds from any future State school bond for a public project that involves a projected expenditure of one million dollars (\$1,000,000) or more, the District shall require that prospective general contractors and prospective electrical, mechanical and/or plumbing subcontractors ("Firms") complete and submit a standardized prequalification questionnaire and financial statement, verified under oath.

<b>REQUEST FOR PROPOSALS (RFP) - LEAD, ASBESTOS, HAZARDOUS MATERIALS TESTING/DTSC COMPLIANCE SERVICES</b>
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**NOTICE IS HEREBY GIVEN** that the Lancaster School District ("District") is requesting proposals for lead, asbestos, hazardous materials testing/DTSC compliance services for the upcoming District's Modernization and New Construction Project at Desert View Elementary School ("Project").

Respondents to this Request for Proposals ("RFP") should deliver one (1) electronic copy of their proposal ("Proposal") labeled "Lead, Asbestos, Hazardous Materials Testing/DTSC Compliance Services Proposal," as further described herein, to:

Mason Nakada, Project Coordinator  
Caldwell Flores Winter, Inc.  
[mnakada@cfwinc.com](mailto:mnakada@cfwinc.com)

**ALL RESPONSES ARE DUE BY 1:00 P.M., ON WEDNESDAY, JULY 2, 2025.** Any Proposal received after that date and time will not be accepted. Late submittals will not be accepted or considered. Each Proposal must conform and be responsive to the requirements set forth in the RFP.

District reserves the right to waive any informalities or irregularities in received submittals. Further, District reserves the right to reject any and all submittals and to negotiate contract terms with one or more respondent firms for one or more of the work items. District retains the sole discretion to determine issues of compliance and to determine whether a respondent is responsive, responsible, and qualified.

If you have any questions regarding this RFP please submit them via email to [mnakada@cfwinc.com](mailto:mnakada@cfwinc.com) before 4:00 p.m. on Friday June 27, 2025. Responses will be provided by an Addendum to this RFQ by 1:00 p.m. on Monday June 30, 2025.

**RFP RESPONSE SCHEDULE SUMMARY:**

The District reserves the right to change the dates on the schedule without prior notice.

DATE / TIME	EVENT
June 25, 2025	Issue RFP
June 27, 2025 at 4:00 PM	Deadline for submission of written questions to District
July 2, 2025 at 1:00 PM	Deadline for all submissions
Week of July 7, 2025	Review of submissions by selection committee.
Week of July 7, 2025	Notification to selected Firm(s).
August 5, 2025	Anticipated Board consideration of contract adoption

## **I. BACKGROUND AND OVERVIEW**

Lancaster School District ("District") serves approximately 14,768 students in transitional kindergarten through eighth grade. The District is seeking Proposals from experienced entities to provide full Lead, Asbestos, Hazardous Materials Testing/DTSC Compliance Services ("Consultant") for the District's Modernization and New Construction Project at Desert View Elementary School ("Project").

### **A. LIMITATIONS**

This RFP is a formal request for bids, an offer by the District to contract with any party responding to this RFP. The District reserves the right to add prequalified Respondents for consideration after distribution of this RFP if it is found to be in the best interest of the District. The award of the contract pursuant to this RFP, if at all, is at the sole discretion of the District.

The District reserves the right to contract with any entity responding to this RFP. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing a response to this RFP. The awarding of the Consultant contract(s), if at all, is at the sole discretion of the District.

The Proposals and any other supporting materials submitted to the District in response to this RFP, will not be returned and will become the property of the District unless portions of the material are designated as proprietary at the time of submittal and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, Proposals shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Respondent have completed negotiations and entered into an agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the Respondent or other party as a result of any public disclosure of any Proposal.

### **B. FULL OPPORTUNITY**

The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), Disabled Veterans Business Enterprises ("DVBE"), and minority and women business enterprises shall be afforded full opportunity to submit Proposals in response to this RFP and no respondent will be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability, or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

### **C. RESTRICTIONS ON LOBBYING AND CONTACTS**

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person or entity submitting in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process or the award of the contract(s) with any member of the District's Governing Board ("Board"), Committee members, any member of the Citizens'

Oversight Committee, or with any employee of the District except for clarifications and questions as described herein in Section VIII (Submission Guidelines) below. Any such contact shall be grounds for the disqualification of the firm submitting a response to this RFP.

## **II. SCOPE OF REQUIRED SERVICES**

The anticipated scope of services is set forth at **Exhibit "A"** to the District's form of Agreement for Professional Services, which is distributed with this RFP as **ATTACHMENT "A"** and incorporated herein by this reference.

The District will have the need to procure professional services from a licensed and/or certified Lead, Asbestos, and Hazardous Materials survey and testing laboratory consultant to ensure that the project sites and existing improvements are free from hazardous materials, and/or to verify the presence of hazardous materials and develop a work plan to remove, contain, or otherwise mitigate the effects of hazardous materials to the school site. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

The Project Lead, Asbestos, and Hazardous Materials Survey and Testing Lab's Scope of Work includes, but is not limited to, the following:

### **1. PRE-CONSTRUCTION PHASE**

#### **Asbestos-Related Consulting Services**

- 1) Provide State of California, Division of Occupational Safety and Health Association (OSHA), Certified Asbestos Consultant(s) (CAC) or Certified Site Surveillance Technician(s) (CSST), for asbestos-related services.
- 2) Review sites and scope of work and/or specification and plans for proposed construction activities to determine the type of work that will occur on the project. Also, CONSULTANT shall review building records, including architectural and structural plans as provided by the DISTRICT to obtain information regarding building elements and for reference to asbestos used in construction, renovation and/or repair.
- 3) Meet with District Project Manager and where applicable, other consultants, to perform on-site inspections of the locations involved in the project to determine where asbestos containing materials may be present, or are in close proximity to the work and could be impacted, as a result of the project.
- 4) Review of previous asbestos documents provided by the DISTRICT to determine sampling strategy. Sampling to be conducted in accordance with EPA/AHERA established sampling protocols and asbestos analysis shall be performed by an NVLAP Accredited Laboratory.
- 5) Inspections shall include accessing and possibly creating destructive entry into walls and enclosed spaces. CONSULTANT shall collect representative bulk samples of suspect materials not identified as positive or negative for asbestos content. Materials assumed to contain asbestos, such as transite pipes and flues, gaskets, etc. will not be sampled or analyzed.
- 6) Take digital photographs of special site conditions, anomalies, and for describing conditions more clearly.

- 7) Review existing Asbestos Management Plan, Survey Reports and supplemental bulk sample and analysis reports and reports prepared by consultants on prior projects.
- 8) Prepare appropriate work plan for specifications.

#### **Lead Based Paint and Other Lead-Related Consulting Services**

- 1) Provide staff with State of California, Department of Health Services Lead Certification to perform lead-related services.
- 2) Review sites and scope of work and/or specification and plans for proposed construction activities to determine the type of work that will occur on the project.
- 3) Meet with District and where applicable, other consultants, to perform on-site inspections of the locations involved in the project to determine where lead-based paint may be present or are in close proximity to the work and could be impacted, as a result of the project.
- 4) Areas of deteriorated paint or other lead-containing materials may need to be identified so that loose and flaky paint, or other potential lead-containing materials, can be removed or otherwise properly handled prior to and/or during demolition and construction.
- 5) Lead-based paint testing will be performed using a portable X-ray fluorescence (XRF) analyzer.

#### **Hazardous Materials Consulting Services**

Prior to demolition or abatement, a survey of potential hazardous materials (in addition to asbestos and lead based paint (LBP) must be inventoried. CONSULTANT shall perform a visual evaluation of potential hazardous chemicals and/or ballasts to determine the need for additional mitigation efforts required for safe demolition. CONSULTANT is to visit the project site and determine what materials require sampling. CONSULTANT is to take bulk samples of all materials that are suspected to be hazardous including all unmarked containers containing unknown substances. Samples are analyzed for PCBs according to EPA Method 8082 by an accredited lab using chain-of-custody procedures to collect and transport samples.

The following items require sampling:

- Polychlorinated Biphenyl (PCB) Ballasts including capacitors
- Mercury thermostats and light switches and fluorescent light tubes
- Cooling units, Freon heating, refrigerators, air conditioners and drinking water fountains
- Hydrocarbon-containing equipment (door closers)
- Lead (lead-acid batteries)
- Other suspect items including but not limited to paint, coatings, window film, ceramic tile, ceiling tile, resilient flooring tile, adhesives/mastics, and any other potentially hazardous or suspect materials or items.

#### **Evaluation of Soil Conditions**

- 1) Assessing site structures for the potential presence of hazardous materials will occur concurrently with evaluating soils for the same. This requirement may be due to the Site's history and the analytes that may occur in the soils of such

properties. The analytes include lead leached from LBP, organochlorine pesticides (OCP) used for termite control, PCBs from pole-mounted transformers, pesticides, fertilizers, heavy metals, hydrocarbons, and all other hazardous materials identified by DTSC as a potential threat to the health and well-being of students.

- 2) To assess the potential presence of these analytes at the Site and to characterize them, if present, the CONSULTANT may be required to prepare a workplan. The proposed work for evaluation of the presence of residual lead in soil from LBP or other lead affected materials shall be conducted in a manner consistent with the California Environmental Protection Agency and Department of Toxic Substances Control (DTSC) regulations.
- 3) Soils samples may be collected within the buildings' drip lines and exterior areas with known, or the potential for, LBP. CONSULTANT shall collect samples from ground surface to approximately 0.5 feet below ground surface (Bgs). Based on analytical results, additional soil samples may be collected from other lateral "step-out" positions to define the extent of soils with lead exceeding current allowable regulatory limits. The exact number of samples collected at each building will be determined by accessibility.
- 4) After sample collection, the CONSULTANT will close each borehole and decontaminate drilling and sampling equipment. To close the borehole, the CONSULTANT shall backfill it with unused sample material and/or hydrated bentonite chips to grade and finish the borehole with material that is compatible with the surrounding surface.

## **2. DTSC COMPLIANCE**

- A. Coordination and correspondence with DTSC.
- B. Completion of Phase I Environmental Site Assessment (ESA) in accordance with ASTM standard 1527-05, including records review, site reconnaissance, interviews, and report preparation. ESA shall also include all requirements per DTSC Draft School Environmental Assessment Manual (SEAM) published August 2008 – or per updated documents published more recently.
- C. Coordination with DTSC for review of ESA
- D. Completion of a draft PEA work plan to expedite DTSC review process.
- E. Completion of Phase II Sampling Program, as required by DTSC, and completion of the Preliminary Environmental Assessment (PEA)
- F. Coordination and Correspondence with the California Dept. of Education (CDE) to ensure compliance with CDE site safety checklist, completion of all required CDE forms and all other CDE site approval requirements, including but not limited to:
  - High Voltage Power Transmission Lines
  - Airports/Hazardous Air Emissions and Facilities Within a Quarter Mile
  - Railroads
  - Pressurized Gas, Gasoline, or Sewer Pipelines
  - High-Pressure Water Pipelines, Reservoirs, Water Storage Tanks
  - Major Roadways
  - Tsunami, Flood, and Dam Inundation

- EMF Frequencies

### **3. CONSTRUCTION PHASE**

During the course of construction, monitor abatement work to ensure compliance with the contract requirements and completion of the work by the abatement contractor. During construction, perform the following tasks:

- Attend all necessary construction meetings during the course of abatement work
- Review abatement contractor responses
- Provide on-site inspections with daily reports and photos of abatement work
- Maintain on-site records and perform monitoring during all abatement work. Perimeter monitoring for fugitive lead and asbestos at or near the entrances and or openings to the containment zone are an essential part of assuring that the containment is operating properly. This perimeter monitoring shall be performed by the CONSULTANT.
- Monitor abatement contractor's compliance with the plans, specifications and any regulations including but not limited to certification of abatement workers, ensuring proper containments, and conrespondentation of the removal of all asbestos, lead and hazardous materials.
- Assist the District with problem resolutions associated with abatement work and keep District informed of abatement contractor's performance.
- Surveys of existing buildings and sample collection, and utilization and compliance with OSHA, AHERA and ASHARA and EPA approved methods.
- Complete written reports on all activities performed.
- Consultation on remedial action and contractor selection.
- Develop, implement and monitor a network of real-time ambient air monitoring stations to screen for potential particulate matter released from construction activities on the Project Site.
- Collect and analyze a subset of daily air monitoring samples for contaminants of potential concern via Transmission electron Microscopy (TEM), Scanning Electron Microscopy (SEM), or other appropriate methodology.
- An on-site technical staff position may be required to interpret, consult and advise on air monitoring results.
- Upon completion of the contracted abatement, the CONSULTANT shall inspect the entire surface from which asbestos-containing materials have been abated as well as the entire containment setup, plastic, and/or polyethylene used in the containment setup, the decontamination setup and any other item, equipment or material within the isolated/regulated area.
- The CONSULTANT shall verify that all surfaces are free of visible debris before approving the area.

### **4. CLOSEOUT PHASE**

- Verify the Uniform Hazardous Waste Manifest, when required, has been submitted and reviewed by Office of Environmental Health and Safety (OEHS) for completeness a minimum of 48 hours prior to the date the waste is to be

removed from the site. Consultant shall provide waste specific information for inclusion on the manifest. No hazardous waste may be transported away from a District site without a manifest. Submit all original paperwork required to be maintained by the contract documents, this agreement, and by law to the District.

- Upon completion of the abatement work, prepare a Closeout Abatement Report that documents all the activities performed, including copies of all sampling forms with results, daily reports, progress photos, correspondence and any regulatory compliance forms. Deliver to District one hard copy and one electronic copy.

## **5. REPORTS**

As part of the Services, Consultant will prepare and deliver the following tangible work products to District:

### **Assessment Reports, Abatement Plan, and Final Closeout Report**

1. Prepare an Assessment Report for each project and in the case of projects involving site acquisition, subsections by each property parcel including a description of the site conditions, details of the site inspection/investigations, site drawings indicated sampling locations, site photographs and laboratory results with a summary of all identified asbestos, lead or hazardous materials and soil conditions.
2. Prepare recommendations and an abatement plan with an estimate of costs for abatement of the materials that will impact the project/parcels. The abatement plan shall include an Abatement Scope of Work and Abatement Technical Specifications to be included in the Project Bid Documents. The specifications will stipulate industry standard methods for abatement activities; ACBM, LBP, and HMA abatement methods; removal and disposal methods, regulations, and standards to be followed. Drawings will be included to depict the location and design of containment systems, access to abatement areas, routes for waste removal, locations of waste containers, and other details important to abatement activities. Under otherwise desired by District, the specifications will allow for one 8-hour work shift per day of abatement. The Bid Documents will require that bids include a schedule consistent with the District's needs; a work plan based on specifications; a list of recently completed projects; records of any EPA or OSHA citations; and documentation of insurance, licensing, training, medical surveillance and respirator fit-testing.
3. Preparation of a final report describing, and quantifying identified friable and non-friable ACMs associated with the property.
4. Upon completion of the abatement work, prepare a Closeout Abatement Report that documents all the activities performed, including copies of all sampling forms with results, daily reports, progress photos, correspondence and any regulatory compliance forms. Deliver to the District one hard copy and one electronic copy.



## **6. TIME**

Phase 1 initial survey and sampling report shall be provided to the District within 30 days of receipt of Notice to Proceed (NTP). Phase 2 work detailing all required remediation, abatement, and containment activities to be performed shall be provided within 45 days of receipt of NTP. Phase 3 monitoring and observation reports shall be provided on a weekly basis while work is underway to summarize activities completed that week and look ahead for upcoming activities over next two weeks. Final Closeout Abatement Report shall be provided within 30 days of completion of all remediation, abatement, and containment activities. As required, prevailing wages shall be paid, and certified payroll is to be provided to the District and Department of Industrial Relations.

## **7. QUALIFICATIONS**

All services shall be performed by qualified personnel under the supervision of a professional licensed or otherwise qualified by the State of California to practice related engineering disciplines, and/or shall be OSHA certified, a Certified Asbestos Consultant, or Certified Site Surveillance Technician for asbestos-related services. All documents submitted shall bear the licensed/certified professional's seal and statement.

## **8. USE OF CONSULTANT'S REPORT and DIAGRAMS**

It is understood that the District, or the Architect on the District's behalf, may reproduce the Consultant's report(s) and/or diagram(s) without modification and distribute the prints in connection with the use or disposition of the property without incurring obligation for additional compensation to the Consultant. The original drawings shall remain the property of the District.

## **9. ACCURACY STANDARDS**

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of hazardous materials consultants licensed to practice in California.

## **10. HOLD HARMLESS/INDEMNIFICATION**

The Consultant shall indemnify, defend and save the District, its Board of Trustees, officers agents, and employees harmless from any and all claims damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of the consultant respondent's performance or failure to perform any duties contemplated by this Agreement. As the consultant respondent is not an employee of the District it is understood the consultant and their employees are independent contractors. Nothing contained in this Agreement shall be deemed to create any contractual relationship between the consultant and any of the other consultants or material suppliers for the program, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District, the consultant which does not otherwise exist.

The exact scope of services, however, will be negotiated with the selected firm and finalized in any resulting contract.

Any entity retained as a result of this RFP shall be required to work cooperatively with the District in conjunction with all other technical consultants, the architect, and any Program and/or construction manager, if any, retained by the District for the Project, as well as other entities retained by the District to facilitate the timely completion of the Project.

### **III. CONTRACTUAL REQUIREMENTS**

Consultant must be able to execute the District's standard agreement. (A copy of the District's Agreement for Professional Services is attached to this RFP as **ATTACHMENT "A."**) Firms responding to this RFP must acknowledge that they have reviewed the agreement and must agree to the indemnity and insurance provisions contained in the District's standard agreement and confirm in writing that, if given the opportunity to contract with the District, the firm has no substantive objections to the use of the District's standard agreement.

### **IV. RELATIONSHIP TO OUTSIDE GOVERNMENTAL AGENCIES**

Depending upon the scope of work, respondent may be required to assist the District in working with various outside governmental agencies, including but not limited to, the following as applicable: City or County Planning Commissions and Departments, the Department of Toxic Substance Control ("DTSC"), the regional air quality control district, the state and regional water quality control boards, the State Department of Education, the Division of the State Architect, the State Allocation Board, and the Office of Public School Construction. Respondent shall discuss its experience with each of these agencies.

### **V. CONFLICT OF INTEREST**

Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the District.

### **VI. SUBMITTALS**

#### **A. SUMMARY OF REQUIRED QUALIFICATIONS**

The scope of services will require professional services from a licensed and/or certified Lead, Asbestos, and Hazardous Materials survey and testing laboratory consultant to ensure that the project sites and existing improvements are free from hazardous materials, and/or to verify the presence of hazardous materials and develop a work plan to remove, contain, or otherwise mitigate the effects of hazardous materials to the school site. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

#### **B. FORMAT REQUIREMENTS**

Firms responding to this RFP must follow the format below. Material must be in 8-1/2 x 11 inch format, with a font no less than 11 point, and shall not exceed twenty (20) single-sided pages or ten (10) double-sided pages, not including the cover letter, table of contents, divider tabs, resumes, samples of work, and fee schedules. Each submittal shall include a Front

Cover stating the following: "Proposal for [FIRM NAME] for Lead, Asbestos, Hazardous Materials Testing/DTSC Compliance Services in Response to Lancaster School District's RFP.

Proposals are to be submitted as an electronic PDF via email conforming to the requirements of this RFP to:

Mason Nakada, Project Coordinator  
Caldwell Flores Winter, Inc.  
[mnakada@cfwinc.com](mailto:mnakada@cfwinc.com)

**Provide one (1) electronic copy of the Proposal.** The electronic copy will only be accepted and saved as a PDF. Each submission package will be reviewed to determine its completeness prior to the actual evaluation. If a respondent does not respond to all categories requested, the respondent may be disqualified from further consideration.

## **C. PROPOSAL CONTENT REQUIREMENTS**

### **1. COVER LETTER (maximum of 1 page)**

- Provide a letter of introduction signed by an authorized officer of the firm. If the firm is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.
- Firm name.
- Address, include any branch office address and point of contact.
- Telephone number.
- E-Mail address.
- Identify team. [if applicable]
- Include a brief description of why your firm is well suited for, and can meet, the District's needs.
- Clearly identify the individual(s) who are authorized to speak for the firm during the evaluation process.
- Summarize qualifications most relevant to this Project.
- Federal Tax I.D. Number.
- License or Registration Number.
- Reference to Certificate(s) of Insurance identifying the firm's current insurance coverages. The proposal shall also include a copy of the referenced certificate(s).
- **Must include the following statement:**

***[INSERT FIRM'S NAME] received a copy of the District's standardized form of Agreement for Professional Services ("Agreement") attached as ATTACHMENT "A" to the RFP. [INSERT FIRM'S NAME] has reviewed the indemnity and insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT FIRM'S NAME] has no objections to the use of the Agreement."***

**OR**

***"[INSERT FIRM NAME] received a copy of the District's form of Agreement for Professional Services ("Agreement") attached as ATTACHMENT "A" to the RFP [INSERT FIRM NAME] has reviewed the indemnity provisions and insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT FIRM NAME] has objections to the use of the Agreement, listed as follows or as contained in the appendix to this Submittal."***

- Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

## **2. LITIGATION AND CLAIMS HISTORY**

- Provide a comprehensive five (5) year summary of the firm's litigation, arbitration, and negotiated/settled history ("Claims"). This includes current/ongoing Claims. For each Claim, state the issues in the litigation, the status of the litigation, names of parties, and the outcome, if any.

## **3. PROJECT TEAM SUMMARY**

The selected firm shall employ, at its expense, professionals properly licensed and skilled in the execution of the functions required for the applicable services as described herein.

- Identify and provide resumes, including responsibilities, titles, licenses, certifications, and clearly identify experience in school projects, for key personnel and/or team members, including sub-consultants, and the roles to which they will be assigned. List dates of employment by your firm whether employed as an employee, independent contractor, sub-consultant, or otherwise, and office addresses for each of the identified personnel. Resumes shall include specific qualifications and recent related experience and shall include a list of references with contact names and phone numbers.

- If any work is to be provided by sub-consultants include a statement as to how this shall be organized, including identified roles and qualifications of sub-consultants, if any.
- The District expects that the team shall remain intact through the duration of the Project. If a team member must leave, the District reserves the right to approve that team member's replacement

#### **4. FEE PROPOSAL**

Proposal shall include a not to exceed fee for the services requested. Fee proposal shall include hourly billing rates by position (proposed); staffing plan (proposed); and reimbursable schedule (proposed). Proposal shall provide a Schedule of Rates ("SOR") by position, by company entity, for each position proposed by your firm, whether you are submitting as a prime with subconsultant(s), or as joint venture or partnership. The SOR should identify proposed reimbursables by category. Travel and related expenses shall be reimbursed in accordance with the federal government Joint Travel Regulation.

#### **5. NON-COLLUSION DECLARATION**

A Non-Collusion Declaration form is attached to this RFP as **ATTACHMENT "B."** Respondents must include a copy of the Non-Collusion Declaration executed by someone authorized to bind the firm. Submittals that do not include the executed Non-Collusion Declaration are non-responsive and will not be considered.

#### **6. CERTIFICATIONS REGARDING LOBBYING ACTIVITIES, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The parties shall not enter into contracts with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement programs (Executive Orders 12549 and 12689 and 2 CFR, Part 200, Appendix II).

Certifications Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters are attached to this RFP as **ATTACHMENT "C."** Respondents must include a copy of the Certifications executed by someone authorized to bind the firm. Submittals that do not include the executed Certifications are non-responsive and will not be considered.

## **7. COMMENTS TO FORM OF AGREEMENT**

A form of the Agreement has been distributed with this RFP as **ATTACHMENT "A."** The final form of the Agreement will incorporate the final scope of work and not-to-exceed fee negotiated between the District and the selected firm. **Any objections to the form of Agreement must be identified in Respondent's submittal; undisclosed, vague, or non-specific change request may not be entertained.** Proposed changes must be specifically identified; general objections without a proposed change will not be entertained.

## **VII. SELECTION PROCESS AND CRITERIA**

The District retains the sole discretion to determine issues of compliance and to determine whether a firm is responsive, responsible, and qualified. Based upon the information presented in the submissions, the District may elect to conduct interviews with some or all of the respondents. After the interviews, if any, the District will identify the firm(s)/team(s) that can provide the greatest overall benefit to the District.

### **A. EVALUATION CRITERIA**

Submittals will be reviewed for responsiveness and evaluated pursuant to the specific criteria set forth in this RFP, including, without limitation:

1. Experience and performance history of the firm with similar services;
2. Experience and results of proposed personnel;
3. Acceptable and verifiable professional references for relevant experience;
4. Current commitments and ability of firm to handle several simultaneous projects, including without limitation, availability of staffing and the level of service and support for the Project(s), and availability of resources to meet anticipated schedule and Project requirements;
5. Capacity and commitment to provide services to District, including ability to respond to District's requests in a timely and appropriate fashion; to inform District of all issues discovered on Project; and to work positively and cooperatively with District's team;
6. Credentials, including without limitation, professional and technical expertise, of specific employees assigned as members of the proposed team for the District;
7. Proposed Fee and value of services; and
8. Overall responsiveness of the Proposal.

## **B. DISTRICT INVESTIGATIONS**

The District may perform investigations of responding parties that extend beyond contacting the references identified by the responding parties. The District may request a respondent to submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.

## **C. INTERVIEWS**

The District, at its sole discretion, may elect to interview selected firm(s). The District may elect to interview one or more firms. In the event the District does so, the procurement scoring will be cumulative. If your firm is requested to come in for an interview, the key proposed Project staff will be expected to attend the interview. The interview will be an opportunity for the District to further inquire as to the firm's suggested approaches to the projects and the issues identified in this RFP. Any comments or objections to the District's form of Agreement attached to this RFP as **Attachment "A"** may be the subject of inquiry at the interview.

## **VIII. SUBMISSION GUIDELINES**

Respondents to this RFP should deliver one (1) electronic copy of their Proposal to:

Mason Nakada, Project Coordinator  
Caldwell Flores Winter, Inc.  
[mnakada@cfwinc.com](mailto:mnakada@cfwinc.com)

**ALL RESPONSES ARE DUE BY 1:00 P.M., ON WEDNESDAY, JULY 2, 2025.** Any submittal received after that date and time will not be accepted and will be returned unopened. Late submittals will not be accepted or considered.

Each submittal must conform and be responsive to the requirements set forth in this RFP. District reserves the right to waive any informalities or irregularities in received submittals. Further, District reserves the right to reject any and all submittals and to negotiate contract terms with one or more respondent firms for one or more of the work items. District retains the sole discretion to determine issues of compliance and to determine whether a respondent is responsive, responsible, and qualified.

**ATTACHMENT A**

**DISTRICT'S AGREEMENT FOR PROFESSIONAL SERVICES**

[Link to Form Agreement for Professional Services](#)



## **ATTACHMENT B**

### **PROJECT DESCRIPTION:**

#### **DESERT VIEW ELEMENTARY SCHOOL**

#### **MODERNIZATION AND NEW CONSTRUCTION PROJECT**

The Desert View Elementary School Modernization and New Construction Project (Project) consists of the modernization of 14 of the school's existing permanent classrooms, providing 21st century improvements to 14 portables, removing one portable classroom and constructing four new permanent transitional kindergarten/kindergarten (TK/K) classrooms and a new library, and removing two portable classrooms and constructing a new music room, built according to current State code, District specifications, and 21st century educational program requirements. Modular construction is planned for the new buildings.

The District has selected Caldwell Flores Winters, Inc. (CFW) to act as the District's program manager to direct the selection, design, approval and construction phases for the team of professionals required to implement the Project. Selected firms shall work at CFW's direction in the presentation of work product to be approved by the District.

#### **Project Orientation**

Desert View Elementary School is located at 1555 West Avenue H-10 and is bounded by West Avenue H-8 to the north, West Avenue H-10 to the south, Saigon Avenue to the west, and 15th Street West to the east. There is one parking lot located adjacent to the administration office at the cross streets of West Avenue H-10 and Saigon Avenue. The parking spots are covered by solar carports. Buses enter the site from a parking lot entrance on West Avenue H-10, and students enter the school from gates between the administration office and MPR. Parent drop-off occurs in the school's front parking lot at the corner of Saigon Avenue and West Avenue H-10. The school was built in 1957 and occupies a 12.9 acre site.

The school serves students in grades TK through sixth and has an enrollment of 688 students. The school is comprised of seven buildings, 14 permanent classrooms, administrative offices, a multipurpose room, 31 portable classrooms and a small library. The two existing TK/K classrooms are located in the southeast of the campus and the 31 portables are located north or east of campus, most of which were placed over time beginning in 1997 through the early 2000's.

## Desert View Elementary School Existing Conditions



### **Project Requirements**

The Project includes the modernization of 14 of the school's existing permanent classrooms, providing 21st century improvements to 14 portables, removing portable classroom 40 and constructing four new permanent TK/K classrooms and a new library, and removing portable classrooms 46 – 47 and constructing a new music room, built according to current State code, District specifications, and 21st century educational program requirements. The four TK/K classrooms are to be constructed upon the removal of portable classroom 40 and are to be placed near the existing TK/K facilities, thus creating a TK/K village with access to the existing TK/K playground. A new 1,200 square foot music room is to be constructed away from other classrooms in the area occupied by portable classrooms 46 and 47 upon their demolition or removal. In addition, a new library of 2,100 square feet will be constructed with sufficient size and 21st Century improvements to meet the needs of the student enrollment. Once the new library is completed, the portable building that houses the current library may be removed. The 14 existing permanent classrooms are to be modernized and receive 21st Century improvements, including new furniture and technology. Fourteen of the existing portable classrooms will need to be used for classroom instruction and will receive 21st Century furniture and technology upgrades. One portable classroom will remain in its current condition to house support services. Modular construction is planned for the new buildings.

## Desert View Elementary School Proposed Improvements



### Project Budget and Schedule

The total project budget is \$11,393,137 and represents the total “all-in” budget. The “all-in” budget is estimated in current dollars (including contingencies, and both hard and soft costs), including demolition and site work. The construction budget (projected Guaranteed Maximum Price, or “GMP”) for the project is \$8,185,713 inclusive of general conditions and requirements, contractor fees and overhead. The soft costs include design fees, consulting services, testing and inspection services, agency approval fees, furniture and equipment (FF&E), etc.

- DSA Submittal: November 2025
- DSA Approval: May 2026
- Bidding/Start Construction: June 2027 (subject to change and availability of funding)
- End Construction: November 2028

The anticipated project timeline is subject to adjustment based on the timing and processing of administrative approvals, prevailing market conditions, weather and environmental conditions, and unforeseen site conditions.

**ATTACHMENT C**

**NON-COLLUSION DECLARATION  
(Public Contract Code Section 7106)**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing  
[Title] [Name of Firm]

bid/proposal.

The bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid/proposal is genuine and not collusive or sham. The bidder/proposer has not directly or indirectly induced or solicited any other bidder/proposer to put in a false or sham bid/proposal. The bidder/proposer has not directly or indirectly colluded, conspired, connived, or agreed with any bidder/proposer or anyone else to put in a sham bid/proposal, or to refrain from bidding/proposing. The bidder/proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid/proposal price of the bidder/proposer or any other bidder/proposer, or to fix any overhead, profit, or cost element of the bid/proposal price, or of that of any other bidder/proposer. All statements contained in the bid/proposal are true. The bidder/proposer has not, directly or indirectly, submitted its bid/proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, to effectuate a collusive or sham bid/proposal, 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/proposer 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/proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_,  
[Date]

at \_\_\_\_\_, \_\_\_\_\_.  
[City] [State]

Date: \_\_\_\_\_  
Proper Name of Bidder/Proposer: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

END OF DOCUMENT



## **ATTACHMENT D**

### **Certifications Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters**

**The undersigned certifies, to the best of their knowledge and belief, that:**

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Organization:

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Street address:

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City, State, Zip:

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Certified by: (type or print)

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Title

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Signature

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Date

**Disclosure of Lobbying Activities**Approved by OMB  
0348-004Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> contract <input type="checkbox"/> grant <input type="checkbox"/> cooperative agreement loan <input type="checkbox"/> loan guarantee <input type="checkbox"/> loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> bid/offer/application <input type="checkbox"/> initial award <input type="checkbox"/> post-award	<b>3. Report Type:</b> <input type="checkbox"/> initial filing <input type="checkbox"/> material change For material change only: Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b>  _____Prime _____Sub-awardee Tier _____, if Known:   Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is Sub-awardee,</b>  Enter Name and Address of Prime:    Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>10b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	

<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p><b>Signature:</b></p> <p>_____</p> <p><b>Print Name:</b></p> <p>_____</p> <p><b>Title:</b></p> <p>_____</p> <p><b>Telephone No.:</b> _____ <b>Date:</b></p> <p>_____</p>
<p><b>Federal Use Only</b></p>	<p><b>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</b></p>

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.



10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

### **Debarment, Suspension, and Other Responsibility Matters**

As required by Executive Order 12549, Debarment and Suspension, for prospective participants/Respondents in primary covered transactions:

- A. The Respondent certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the Respondent is unable to certify to any of the statements in this certification, they shall attach an explanation to this application.

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Contractor/Company Name

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Award Number, Contract Number, or Project Name

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Name(s) and Title(s) of Authorized Representatives

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Signature(s)

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Date