



RIALTO UNIFIED SCHOOL DISTRICT

REQUEST FOR PRPOSALS
ON-CALL LAND SURVEYING SERVICES

Request Issuance Date: April 5, 2024

Address for Submitting Responses: Rialto USD Purchasing Services
Attn: Angie Lopez
625 W. Rialto Avenue
Rialto, CA 92376

RFP Due Date: April 12, 2024, at 2:00 PM

INTRODUCTION

The Rialto Unified School District (“District”) is a public school district located in San Bernardino County, California, that provides educational, recreational, and other services to students in Preschool, Transitional Kindergarten, and Kindergarten through 12th Grades.

The District has issued this Request for Proposals (“RFP”) for purposes of selecting one or more qualified consultants to provide professional on-call land surveying services. which may include, but are not limited to, ALTA surveys, field surveys of boundaries, topographic survey and mapping, property descriptions, easement plats and right-of-way maps, record of survey, *et cetera*. The District may request that land survey consultants (each a “Consultant”) perform other types of surveying tasks on all types of engineering design and construction projects for the District. The purpose of the request is to provide the District with the ability to obtain assistance within a short response time for various land surveying needs and, depending on the responses to this RFP that it receives, the District may establish a pool of qualified Consultants.

OBJECTIVE

A Consultant that desires to be considered by the District must satisfy all of the following requirements:

1. The Consultant must be able to demonstrate that it can provide qualified surveying professionals as described in the Scope of Work.
2. The Consultant’s staff performing surveying services must managed and supervised by a registered professional (i.e., Professional Land Surveyor or Professional Licensed Engineer).
3. The Consultant must provide all instruments, equipment, tools, personnel/ field crew, and supervision.

SCOPE OF WORK

Project tasks may include, but are not necessarily limited to, the services listed below in this Scope of Work. If a Consultant believes that additional tasks are warranted for any particular project, the Consultant must clearly identify those tasks in the proposal it submits for that project.

The Consultant shall ensure that the services outlined herein are performed by Consultant’s own responsible representative or designated alternate. The requirements described in this Section are neither limited nor comprehensive in nature, but are the minimum necessary to meet the School District’s objectives. If a Consultant does not provide or perform any one or more of the services listed below in this Scope of Work, the Consultant, in its response to this RFP, must specifically identify the services that it does not provide or perform.

Detailed work procedures are not included in this Scope of Work. The Consultant shall exercise independent, professional judgment and innovation in performance of any services or tasks listed

herein, to perform the most effective, efficient, and timely services. The Consultant, in each of its proposals for specific projects, shall identify the specific methodology by which the work will be accomplished. The Consultant is expected to expand on this scope in its proposals by incorporating specific areas of expertise and any other tasks required for the specific project and/or proposal requested. The Consultant's proposals may include additional work, shown separately in the fee proposal as alternate options, if in the Consultant's opinion such requirements are reasonable and necessary to meet the intent of this RFP.

The District may request that a Consultant provide some or all of the land surveying services listed below.

1. ALTA Survey
2. Field Topographic Survey
3. Topographic Design Survey
4. Aerial Mapping and Photography
5. Research of Existing Utilities Information or Base Maps
6. Boundary Surveys
7. As-Built Surveys
8. Construction Stakings
9. LAFCO Mapping/ Descriptions
10. Lot Line Adjustments/ Lot Mergers
11. Preparation of Legal Descriptions
12. Record of Survey Mapping/ Corner Records

All work and services shall be performed under the direction of a Registered Land Surveyor, in accordance with the Professional Land Surveyors Act ('PLSA'), Chapter 15, Article 3, Section 8276 and/or a licensed engineer authorized to perform Land Surveying registered with the State of California under Section 8731 of the PLSA. The surveyor shall maintain professional licenses required by the laws of the State of California.

CONSULTANT RESPONSES TO THIS RFP

A Consultant desiring to respond to this RFP shall provide all of the following:

1. Cover Letter -- Addressed to Ms. Angie Lopez, Agent (Director), Facilities Planning Services, which, at minimum, must contain the following:
 - a. Identification of firm, including name, address, and telephone number.
 - b. Name, title, address, and telephone number of contact person during period of proposal evaluation.
 - c. Signature of a person authorized to bind the firm to the terms of the proposal.
2. Executive Summary -- Include a brief narrative describing the firm's objectives and experience.
3. References -- At least three (3) public agency references, past and present, that have employed the Consultant for performance of services the same as described in this RFP, and for each reference stating the scope of work, date, and the name, email address, and telephone number of the client contact. Also, provide a complete list of California school

districts and county offices of education utilizing your land surveying services over the past five (5) years.

4. Consultant's Hourly Rate Schedule -- Provide a copy of the consultant's hourly rate schedule. The hourly rates will be used, for purposes of this RFP, to determine relative competitiveness with respect to pricing, and may be considered as the starting point for negotiating the fee for any particular service or project. Compensation will, for each project, be based on a not-to-exceed limit agreed upon by both Consultant and District.

EVALUATION CRITERIA

Each Consultant proposal will be evaluated based on the Consultant's responses to the foregoing criteria, and such other information and criteria as the District deems relevant, including, without limitation, interviews with one or more Consultants. Note that nothing in this RFP shall be deemed or construed to require that the District interview any one or more Consultants, or all Consultants if it interviews some Consultants.

The District may select one or multiple competent and qualified Consultants in response to this RFP and, from those selected, may choose a Consultant for any particular project, dependent upon the District's determination that it aligns with the District's best interests. In each case, the decision will be based on the Consultant's proven competence, professional qualifications, and proposals reflecting fair and reasonable fees.

District employees are prohibited from participating in the selection process if they have a financial or business relationship with any private entity responding to this RFP, and each Consultant responding to this RFP shall be in strict compliance with all laws regarding political contributions, conflicts of interest, and unlawful activities.

AGREEMENT FOR SERVICES

Set forth as Attachment No. 1 to this RFP is the District's form of Agreement for Services. Please review this agreement and provide the District with a written statement of your firm's willingness to accept the terms of the attached form of agreement. Note, however, that one or more particular projects may require additional provisions or a different form of agreement, including, among other possibilities, to accommodate requirements for payment of prevailing wages. In such cases, the District shall provide an appropriate form of agreement when it requests a proposal for a particular project or service.

QUESTIONS

Please direct any questions regarding this RFP to Ms. Angie Lopez, Agent, (Director), Facilities Planning Services at alopez@rialtousd.org or by calling (909) 421-7555 before 2:00 p.m. on April 9, 2024.

ATTACHMENT NO. 1 – SAMPLE AGREEMENT FOR SERVICES

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

THE RIALTO UNIFIED SCHOOL DISTRICT, hereinafter referred to as the “DISTRICT,” and

(Contractor)
(Address)
(Address)
Attn: Contractor
(Phone Number)
(Email)

Hereinafter referred to as the “Contractor” or “Consultant.”

WHEREAS, the DISTRICT is authorized by Government Code section 53060 to contract with an independent contractor specially trained, experienced and competent to perform special services required, and/or consultation(s) in connection with financial, economic, accounting, engineering, legal, or administrative matters where such services and advice are not available to the DISTRICT without cost either internally or from other public agencies;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, the Contractor is specially trained, experienced and competent in conformity with the laws of the State of California, to perform the special services pursuant to this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. **PERIOD OF AGREEMENT:** Shall be for a period beginning **(Date)** through **(Date)**.
2. **CONTRACTOR’S DUTIES AND RESPONSIBILITIES:** Shall be to provide services in accordance with Exhibit “A”, which is attached hereto and made a part hereof.
 - a. Perform services described in Exhibit “A” in a manner consistent with professional skill, care and the orderly progress of the work. Contractor represents that he/she will follow the standards of his/her profession in performing all services under this Agreement. Contractor shall provide adequate supervision of its staff and/or trainees and/or Subcontractor(s). Any ambiguities or discrepancies between this Agreement and Exhibit A shall be interpreted in favor and governed by terms and conditions of this Agreement.
 - b. Contractor certifies that he/she is qualified in all respects to provide to the DISTRICT all of the services contemplated by this Agreement and, to the extent required by any applicable laws, Contractor has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.
 - c. Contractor certifies that all personnel providing services to students are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that such personnel shall provide evidence of freedom from tuberculosis within six (6) months of starting service at the school site.
3. **INDEPENDENT CONTRACTOR:** While engaged in the performance of this Agreement, the Contractor shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of

Contractor's employees and subcontractor(s) shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided to employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation.

Contractor assumes full responsibility for payment of any applicable prevailing wages and all, State and local taxes or contributions, in respect to Contractor and Contractor's employees. Contractor warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) for qualification as an independent contractor.

4. **CONTRACT VALUE:** The DISTRICT shall process payments to the Contractor at a not-to-exceed amount of **\$00,000 (dollars and no/100)** including all expenses in accordance with Attachment "A", which is attached hereto and made a part hereof. Provision of requested services and approval of invoices shall be coordinated with Facilities Planning Accountant, or her designee. Invoices must (a) reference the related purchase order number, (b) be signed and submitted by the Contractor to the locations identified below, and (c) shall itemize services, date(s), and payment rate(s) consistent with the terms of this Agreement.
5. **INVOICING:** Any invoice(s) failing to meet the requirements set forth in this Section will not be considered for payment within 30 days and may be rejected and/or returned to the Contractor. Additional documentation shall be furnished by the Contractor to the District's Accounts Payable department upon request.

Mail Original Invoice(s) to:

Rialto Unified School District
Facilities Planning Services
625 West Rialto Avenue
Rialto, CA 92376
Attention: Accounts Payable

6. **RIGHTS TO REPORTS:** All reports and/or other documents that are prepared, reproduced, maintained and/or managed by the Contractor, his staff, trainees or Subcontractor(s) in accordance with this Agreement shall be and remain the "Property" of the DISTRICT.
7. **CONFIDENTIALITY:**
 - 7.1 This Agreement, all communications and information obtained by the Contractor from the DISTRICT relating to this Agreement, and all information developed by Contractor under this Agreement, are confidential. Contractor shall not use any communications or information obtained from the DISTRICT for any purpose other than the performance of this Agreement, without the DISTRICT's written prior consent.
 - 7.2 Contractor may disclose to any subcontractor, or DISTRICT approved third parties, any information otherwise subject to Subsection 8.1 that is reasonably required for the performance of the subcontractor's work. Prior to any disclosure, Contractor shall obtain the subcontractor's written Agreement to the requirements of Subsection 8.1 and shall provide a copy of such Agreement to the DISTRICT.
 - 7.3 Contractor's obligation of confidentiality with respect to information submitted or disclosed to Contractor by the DISTRICT hereunder shall survive termination of this Agreement.
 - 7.4 Should there be a need for the Contractor to maintain on its server(s) and/or other data storage media, personnel and/or student information protected by the Family Educational Rights and Privacy Act Regulations 34 CFR Part 99 (FERPA) or the Health Insurance Portability and Accountability Act

(HIPAA), Contractor must take appropriate measures to ensure the security of said information and maintain its confidentiality according to applicable regulations.

8. **TERMINATION FOR CONVENIENCE:** The DISTRICT may, upon 30 day written notice to the Contractor, terminate this Agreement in whole or in part at any time, for the DISTRICT's convenience. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the DISTRICT all information and material as may have been involved in the provision of services whether provided by the DISTRICT or generated by the Contractor in the performance of this Agreement, whether completed or in process.
9. **TERMINATION FOR DEFAULT:** The DISTRICT may, upon 30 day written notice to the Contractor, terminate this Agreement in whole or in part at any time because of the failure of the Contractor to fulfill its contractual obligations. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the DISTRICT all information and material as may have been involved in the provision of services whether provided by the DISTRICT or generated by the Contractor in the performance of this Agreement.
10. **EFFECTS OF TERMINATION:** Following termination of this Agreement, (i) Contractor shall promptly invoice DISTRICT for all accrued payments earned through the date of termination and DISTRICT shall pay the invoiced amount promptly upon receipt of such invoices, (ii) DISTRICT shall return to Contractor, all Contractor property, including all electronic files, in DISTRICT's possession or control; and (iii) destroy all copies of Contractor's property stored in an electronic format.
11. **INSURANCE:** Contractor agrees to carry a comprehensive General Liability insurance policy with a minimum limit of one million dollars (\$1,000,000.00) per occurrence with a two-million-dollar General Aggregate combined single for bodily injury and property damage to protect Contractor and DISTRICT against liability or claims of liability that might arise out of this agreement. Contractor will carry automobile liability coverage in the amount of one million dollars (\$1,000,000.00) for owned, non-owned and hired vehicles. Contractor agrees to carry professional liability (errors & omissions) insurance with a minimum limit of one million dollars (\$1,000,000.00) per occurrence with a two-million-dollar General Aggregate limit per year. Pursuant to the provisions is Section 3700 of the California Labor Code, Contractor has no employees, and therefore, will not submit a certificate of insurance for Worker's Comprehensive coverage.
12. **ASSIGNMENTS:** Neither the performance of this Agreement, nor any part thereof, may be reassigned by either party without the prior written consent and approval of the other.
13. **GOVERNING LAW:** The validity, interpretation and performance of this Agreement shall be determined according to the laws of the State of California.
14. **ENTIRE AGREEMENT/AMENDMENT:** This Agreement and any exhibits or attachments attached hereto constitute the entire Agreement between the parties to the Agreement and supersede any prior or contemporaneous written or oral understanding or Agreement, and may be amended only by written amendment executed by both parties to this Agreement.

The complete Agreement between these parties includes (1) this Agreement, (2) Exhibit A listing and/or describing Contractor's services and related materials and corresponding prices hereunder, and (3) any other attachments or exhibits identified in this Agreement. Any of these documents shall be interpreted to include all provisions of the other included documents as though fully set out therein. In the event of any inconsistency between the documents that constitute this Agreement, the following order of precedence shall apply: (1), (2), and (3).

15. SEVERABILITY: If any section, provision or portion of this Agreement is held to be invalid, illegal or void by a court of proper jurisdiction, the remainder of this Agreement shall nevertheless subsist and continue in full force and effect.
16. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD: The following certification is applicable only to contracts for \$25,000 or more, which are funded by Federal funds.
17. REPRESENTATIONS, WARRANTIES AND COVENANTS: Notwithstanding any language to the contrary in this Agreement or any attachments to this Agreement, Contractor represents, warrants, and covenants to the DISTRICT his/her compliance with Laws and Regulations as follows:
 - a. At all times during the term of this Agreement, Contractor shall comply with all applicable, State, and local laws and regulations during its performance of all work contemplated by Exhibit A to this Agreement (“Work”). Contractor represents and warrants that it has all licenses or certificates required to perform the Work or has received waivers from such requirements.
 - b. Contractor shall ensure that all subcontractors performing Work under this Agreement are properly licensed to perform such Work. Contractor shall provide DISTRICT with all reasonable assistance in complying with all applicable, State, and local laws and regulations.
18. DISTRICT DATA: Notwithstanding any language to the contrary in this Agreement or any attachment to this Agreement, any data or other material furnished by the DISTRICT for use by Contractor under this Agreement shall remain the sole property of the DISTRICT and will be held in confidence in accordance with Section 8 of this Agreement.
19. INDEMNIFICATION: To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold the DISTRICT entirely harmless from all liability arising out of:
 - 19.1 Both parties shall indemnify and save harmless the other party, its officers, agents, employees and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of; (A) injuries to or death of any person, including either party, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any other loss or cost, including but not limited to that caused by the concurrent or active negligence of either party, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damages to the extent caused by the other party’s negligent actions or omissions.
20. INTELLECTUAL PROPERTY: DISTRICT acknowledges that CONTRACTOR or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement, and that no materials will be developed specifically for DISTRICT. CONTRACTOR shall retain all copyrights owned prior to entering the Agreement, and DISTRICT may not reproduce any materials not designated reproducible without the express written permission of the CONTRACTOR.
21. CONFLICT OF INTEREST: Contractor represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance or services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by the Contractor.

Contractor will take all necessary steps to avoid the appearance of a conflict of interest and shall have duty to disclose to the District prior to entering this Agreement any and all circumstances existing at such time which would pose a potential conflict of interest.

22. FINGERPRINTING: In the performance of required services under this Agreement, Contractor shall provide services as follows:

- A) Services are performed without any student contact.
- B) Services are performed with direct, indirect or possible contact with students.

If item B is checked, a Department of Justice Fingerprint Clearance is required before contract approval or commencement of services.

23. Independent Contractor Status and Disclosure Regarding STRS/PERS Retirees: Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that s/he and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint ventures of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled. The parties acknowledge that the District periodically reports to the California State Teachers' Retirement System (STRS) and the California Public Employees' Retirement System (PERS) earnings paid to individuals receiving retirement benefits under STRS and PERS and that the District may be obligated to report earnings of independent contractors and their employees who are receiving STRS or PERS retirement benefits. Therefore, prior to providing any services under this Agreement, Contractor shall provide written notice to the District of all employees and subcontractors of the Contractor who are receiving STRS or PERS retirement benefits and who will provide services to the District under this Agreement. Thereafter, during the term of this Agreement, Contractor shall provide written notice to the District within five (5) business days of becoming aware of any additional employees or subcontractors of Contractor providing services under this Agreement who are receiving STRS or PERS retirement benefits. Contractor shall take reasonable measures to determine whether its employees providing services under this Agreement are receiving STRS or PERS retirement benefits.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED

Rialto Unified School District

(Contractor)

By: _____
Diane Romo,
Lead Business Services Agent

By: _____
Print Name: _____
Print Title: _____

Date: _____

Fed. Tax ID No: _____

Date: _____

SCOPE OF WORK

PAYMENT SCHEDULE

The Total Cost of this Agreement shall not exceed \$0.00 (dollars and no/100), including expenses.

Consultant to invoice District on a monthly basis.

No payment shall be made unless the District verifies that all services and expenses for which payment is requested have been fully and satisfactorily performed.

EXPENSES:

Authorized reimbursable expenses under this Agreement shall not exceed \$_____.

The total cost for the complete delivery of all services under this Agreement shall not exceed \$_____ (dollars and no/100), including expenses.

ADDITIONAL SERVICES:

Additional services not specified in above Scope of Work are not considered authorized or reimbursable under this Agreement. Deviations from agreed upon services require an amendment executed by both parties prior to performance. Contractor(s) providing services not covered by this Agreement or an Amendment to this Agreement will do so at their own expense.

END OF DOCUMENT