



FRESNO UNIFIED SCHOOL DISTRICT

REQUEST FOR SUBMITTAL
RFQ No. 20-35

INVESTIGATION SERVICES

**Fresno Unified School District
Purchasing Services
4498 N. Brawley
Fresno, California, 93722
559-457-3588**

**FRESNO UNIFIED SCHOOL DISTRICT
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END

REGISTRATION FORM

(Pre-Submittal meeting & Addendums)

FAX OR EMAIL BACK THIS SHEET ONLY

RFQ No. 20-35 – INVESTIGATION SERVICES

Attn: Toni Jorge
Email: toni.jorge@fresnounified.org

Fresno Unified School District Bids and Submittals are available online. If you downloaded a Bid or Submittal, you are required to email or fax the following information so that you may be added to the Bidders List to receive addendums to this Submittal.

Name _____

Title _____

Organization _____

Street Address _____

Address (cont.) _____

City _____

State/Province _____

Zip/Postal Code _____

Work Phone _____

Fax _____

E-mail _____

FRESNO UNIFIED SCHOOL DISTRICT

RFQ No. 20-35 INVESTIGATION SERVICES

NOTICE OF INVITATION

Notice is hereby given that Fresno Unified School District (DISTRICT) will receive Statement of Qualifications from Firms for RFQ No. 20-35, INVESTIGATION SERVICES to prequalify a pool of firms. Services include a variety of investigative services through its Risk Management Department. Investigating Services include personnel matters, on-scene/post-incident motor vehicle/bus accidents, workers' compensation and sub-rosa, personal injury, property damage, discrimination and/or harassment. Approved firms will be prequalified for a five-year period and will operate on an as needed basis.

Statements of Qualifications (SOQ) will be received by email only prior to **3:01 P.M.** on **Monday, April 20, 2020**, to toni.jorge@fresnounified.org. The Subject line for the email must reference the RFQ No., Title, and name of firm submitting the SOQ. Each organization submitting an RFQ shall submit in Adobe PDF file format. Submittals received later than the designated time and date will not be accepted. Receipt of SOQ will be confirmed by email. It is the responsibility of each organization submitting an RFQ to verify their SOQ is received prior to the deadline. Mailed and Facsimile (FAX) copies of the Submittal will not be allowed.

Firms will be prequalified based on the evaluation criteria outlined in the RFQ document. The services requested under this RFQ are in accordance with Government code 56060, Specialized Service.

Fresno Unified School District reserves the right to accept or reject any or all Statement of Qualifications or any combination thereof and to waive any informality or irregularity in the RFQ process.

Copies of the RFQ documents may be downloaded from the Fresno Unified Purchasing website <https://www.fresnounified.org/dept/purchasing/Pages/Bid-Information.aspx> under Bid Opportunities, click on the RFQ title, or obtained from the Fresno Unified School District Purchasing Department 4498 N. Brawley, Fresno, CA, 93722. Refer any questions to Toni Jorge at (559) 457-3463.

Published dates: March 27, 2020
April 3, 2020

I. RFQ INSTRUCTIONS

1. **RFQ Submittal.** Firms RFQ submittal shall include the information/documentation addressing each of the minimum requirements outlined in Section VII, EVALUATION CRITERIA. Statement of Qualifications will be evaluated on **100-possible points** based on Qualifications, Experience and References, Personnel and Staffing, Work Plan, Rates and Fees, Quality, and Responsiveness of the Statement of Qualifications.

2. **Information Requests.** All questions regarding this RFQ are to be addressed via email only to toni.jorge@fresnounified.org. Questions must be submitted by 5:00 P.M. on **April 13, 2020**, to allow sufficient time for release of any final addendum prior to the RFQ closing date and time. The DISTRICT will distribute to all Firms the questions and answers by addendum as deemed appropriate.

In order to control information disseminated and protect the integrity of the RFQ process , Firms interested in submitting responses are directed not to make personal contact with members of the governing Board, DISTRICT Administration, or staff.

3. **Statement of Qualification.** Submittals must be received prior to the date and time identified in the Notice of Invitation. Statements of Qualifications (SOQ) will be received by email only to toni.jorge@fresnounified.org. **The Subject line for the email must reference the RFQ No., Title, and name of firm submitting the SOQ.** Each organization submitting an RFQ shall submit in Adobe PDF file format. Submittals received later than the designated time and date will not be accepted. Receipt of SOQ will be confirmed by email. It is the responsibility of each organization submitting an RFQ to verify their SOQ is received prior to the deadline. Mailed and Facsimile (FAX) copies of the Submittal will not be allowed.

The DISTRICT reserves the right to request information for clarification of the information submitted and request additional information from any firm in determining the most responsive, responsible submittal that best meets the DISTRICT's desired services or products.

The DISTRICT reserves the right to conduct discussions with any or all Firms, but may, at its sole discretion, elect to conduct interviews with highest ranking firm(s).

4. **Accept or Reject Submittal.** The DISTRICT reserves the right to accept or reject any or all Submittals or to negotiate with any or all responsible parties submitting a response to this RFQ, and to waive any informality in the RFQ process. The cost for developing responses to this RFQ are entirely the responsibility of the firm and shall not be chargeable to DISTRICT.

5. **Name and Nature of Proposer's legal Entity.** The proposer(s) shall specify in the Submittal and in the bond, if bond is required, the legal name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The Submittal shall be signed under the correct firm name by an authorized officer.

6. Tentative Timeline.

<u>RFQ Schedule of Events</u>	<u>Dates</u>
RFQ release date	3/27/2020
Deadline to receive final questions	4/13/2020
Submittal due date	4/20/2020, before 3:01 pm
Evaluation of Submittals	4/20/2020 – 4/30/2020
Interviews (by invitation only) week of	4/27/2020
Anticipated Board Award Date	6/10/2020

7. Bid Bond/Security. Reserved.

8. Withdraw of Submittals. Submittals may be withdrawn by the respondents prior to the time fixed for the opening of the Submittals but may not be withdrawn for a period of ninety (90) days after the opening of Submittals. A successful Firm shall not be relieved of the Submittal submitted without the DISTRICT’s consent or Firm’s recourse to public Contract Code Sections 5100 et. seq.

9. Exceptions. All exceptions which are taken in response to this RFQ must be stated clearly. The failure to identify exceptions/deviations will constitute an acceptance by the Firm of the RFQ as proposed by the DISTRICT. The DISTRICT reserves the right to reject an RFQ containing any deviations, including but not limited to exceptions, additions, qualifiers, or conditions. The taking of RFQ exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the Submittal. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any RFQ exceptions or additional conditions requested after RFQ closure, which are not detailed within the RFQ response, may result in disqualification of the Submittal. No oral or telegraphic modification of any Submittal submitted will be considered and a confirmation of the telegram duly signed by the Firm was placed in the mail prior to the opening of the RFQ’s is required.

10. Report Fraud, Waste, or Abuse. Call the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste, or abuse reporting form online at <http://www.ppcpas.com/fresno-unified-fraud-alert>. The anti-fraud, waste, or abuse reporting hotline is available to report alleged fraud, waste, or abuse in the DISTRICT. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

11. Prohibited Interests/Conflict of Interest. Firm is responsible for understanding and ensuring adherence to California Government Code section 1090 et seq., with respect to the Project. Pursuant to Government Code section 1090, no DISTRICT officers or employees shall be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall DISTRICT officers or employees be purchasers

at any sale or Firms at any purchase made by them in their official capacity. No official or employee of DISTRICT who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving, any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall become, directly or indirectly, financially interested in the Project or in any part thereof. An officer shall not be deemed to be interested in a contract entered into by the Board if the officer has only a “remote interest” in the contract (as "remote interest" is defined in Government Code section 1091(b)) and if the fact of that interest is disclosed to the Board and noted in its official records, and thereafter the Board authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the officer’s vote with the remote interest per Government Code 1091.

12. **Anti-discrimination.** Fresno Unified School DISTRICT prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the DISTRICT’s Chief Compliance and Title IX Officer Paul Idsvoog, by phone at 559-457-3730, by email at Paul.Idsvoog@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

13. **Public Records Act.** The RFQ may be regarded as public records and subject to public records request in accordance to Government Code 6252 , with the exception of those elements in each Submittal which are defined by the Respondent as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary.” The DISTRICT shall not be liable or in any way responsible for the disclosure of any such Submittal or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary” or if disclosure is required under the Public Records Act. Any Submittal which contains language purporting to render all or significant portions of the Submittal “Confidential,” “Trade Secret,” or “Proprietary,” shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the DISTRICT may not be in a position to establish that the information that a Respondent submits is a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary”, the DISTRICT will provide the Respondent who submitted the information with reasonable notice to allow the Respondent to seek protection from disclosure by a court of competent jurisdiction. All information, written, oral, electronic or otherwise prepared or furnished to the DISTRICT by

Respondent shall become the property of the DISTRICT and may be used as it deems appropriate.

14. **Restriction on Disclosure and use of Data.** Any portion of the RFQ that the Firm considers confidential or proprietary information, or to contain trade secrets of Firm, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the DISTRICT with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to release of any information requested under the Public Information Act.

II. GENERAL TERMS AND CONDITIONS

SUBMITTALS. To receive consideration, Submittals shall be developed in accordance with the following terms:

1. **THE SUBMITTAL** – If applicable by inclusion of a Submittal form, all items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Unsigned bids will not be accepted.
2. **DEFINITIONS** – Responsible; a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being solicited by Submittal. Responsive; a bid which meets all of the specifications set forth in the request for Submittal.
3. **ACCEPTANCE OR REJECTION OF SUBMITTALS** – The DISTRICT may purchase an individual item or combination of items, whichever is in the best interest of the DISTRICT, provided also that bidder(s) may specify that the DISTRICT's acceptance of one item shall be contingent upon the DISTRICT's acceptance of one or more additional items submitted in the same Submittal. Submittals shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.
4. **EXECUTION OF CONTRACT** – Issuance of a Purchase Order(s) shall evidence the contractual agreement between the bidder(s) and the DISTRICT and the bidder's acceptance of these Bid Instructions and Conditions.
5. **DEFAULT BY CONTRACTOR** – The DISTRICT shall hold the proposer(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful proposers(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the

DISTRICT may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the proposer. The prices paid by the DISTRICT at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the DISTRICT from the proposer or deducted from any funds due the proposer.

6. **COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE INSURANCE** – The successful proposer(s) shall maintain insurance adequate to protect him from claims under Workers’ Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder’s operations under the contract. The proposer shall secure and maintain in force during the term of this agreement a **comprehensive general liability and automobile policy** utilizing an occurrence policy form, with combined single limits of One Million Dollars (\$1,000,000.00 or (\$1,000,000.00) per person, (\$1,000,000.00) per accident with no annual aggregate limit. Property damage limits shall be \$500,000 per loss. **FRESNO UNIFIED SCHOOL DISTRICT, AND ITS EMPLOYEES AND AGENTS shall be named as an additional insured on the policies by separate endorsement that shall be attached to the contract as proof of insurance.** Insurance Accord shall state “*All operations resulting from informally or formally quoted projects*”. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).

7. **INVOICES AND PAYMENTS** – Unless otherwise specified, the successful proposer(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to the Accounting Department of the DISTRICT, 2309 Tulare Street, Fresno, California, 93721. Invoices shall be submitted under the same firm name as shown on the bid. The successful Firm(s) shall list separately any taxes PAYABLE BY THE DISTRICT and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The DISTRICT shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized DISTRICT Representative.

8. **MISCELLANEOUS PROVISIONS:**

- a) **Assignment of Contracts** – The successful Firm shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond (if one is required) and of the DISTRICT.
- b) **Binding Effect** – This Agreement shall inure to the benefit of and shall be binding upon the Contractor and DISTRICT and their respective successors and assigns.
- c) **Severability** – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

- d) **Amendments** – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.
- e) **Entire Agreement** – This Submittal and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Proposer, by the execution of his/her signature on the Submittal Signature Page Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions stated in the RFQ.
- f) **Non-Exclusive Contract** - Any resultant contract will be awarded with the understanding and agreement that it is for the sole convenience of the DISTRICT. The DISTRICT reserves the right to obtain like goods or services from another source when necessary.
- g) **Hold Harmless Clause** – The successful proposer agrees to indemnify, defend and save harmless Fresno Unified School DISTRICT, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the DISTRICT, it’s officers, agents, and employees may sustain or injure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder’s agents, employees or subcontractor’s performance under the terms of this contract, excepting only liability arising out of the sole negligence of the DISTRICT.
- h) **Law** – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the Submittal shall conform to all applicable requirements of local, state and federal law.
- i) **Governing Law and Venue** – In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state of federal court located in Fresno County.
- j) **Permits and Licenses** – The successful proposer(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.

k) **Independent Contractor** – While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by his/her signature on the RFQ that he/she is an independent contractor and not an officer, employee or agent of the DISTRICT.

l) **Termination without Cause** – This Agreement may be terminated by the DISTRICT upon giving sixty (60) calendar days advance written notice of an intention to terminate.

m) **Student Safety Allowance (Fingerprinting)** – Requirements for Contact with Students: Vendor shall comply with Education Code section 45125.2 and this Article. DISTRICT Processing to Department of Justice: If Vendor is required to receive verification for an employee, agent or subcontractor from the Department of Justice pursuant to this Article or the Education Code, Vendor will have individual(s) processing submitted through the DISTRICT to the Department of Justice using the DISTRICT's fingerprinting hardware and materials. The DISTRICT will charge for such assistance at its standard rates charged to its own employees. Department of Justice clearance processed through any other agency will not be accepted by the DISTRICT.

III. DESIRED SERVICES

A. Scope of Work

1) Background

Fresno Unified School District is situated in the City of Fresno, California, and is the third largest public-school district in the state. The District provides educational services to a diverse student body of approximately 74,000 in grades T-K through 12, and an Adult Education program. There are approximately 100 different school sites plus 30 administrative support facilities and approximately 11,000 employees. More information about the District may be obtained at its website (www.fresnounified.org).

2) Objectives

The District is seeking Statement of Qualifications from qualified firms to conduct a variety of investigative services on an as needed basis. The District seeks an outside firm(s) or individual(s) to conduct impartial, prompt and professional investigation services at the request of various departments/sites, primarily through its Risk Management Department. The District is seeking to enter into contracts with one or more firms/individuals that will operate on an as needed basis, through a formal "Letter of Assignment". The District is interested in firms/individuals experienced in investigating matters to include, but not limited to, personnel matters, on-scene/post-incident motor vehicle/bus accidents, workers' compensation and sub-rosa, personal injury, property damage, discrimination and/or harassment.

B. Service Requirements

1) Services

As requested by the District and through a formal “Letter of Assignment”, Firm shall provide the following services for the District:

Conduct comprehensive, objective, fair and professional investigation(s) services; gather facts and make factual findings, which the District and/or its legal counsel will use in making a determination as to the merits of the allegation(s) and/or a recommendation regarding the appropriate course of action, in accordance with the scope of the investigation

The following elements, subject to change, may constitute the desired scope of an investigation:

- a) Identify factual bases for the allegation(s)/complaint;
- b) Identify the absence of factual bases for any such allegation(s)/complaint;
- c) Identify factual bases for any responses/counter-allegations raised by witnesses or accused individual(s);
- d) Identify the absence of factual bases for any responses/counter-allegations raised by witnesses or accused individuals; and
- e) Assess the credibility of the complainant, accused individuals, and other witnesses.
- f) Assess the validity of the complaint and allegations contained therein.
- g) Assess the Districts exposure related to legal and/or financial responsibility.

Historical Case Assignments (7/1/2017-Present)

Vehicle/Bus	70
Personnel	49
Property Damage/Loss	11
Injury to Student	20
Injury to General Public	4

IV. SPECIAL TERMS AND CONDITIONS

TERM OF PREQUALIFICATION: Approved firms will be prequalified for a five-year period and will operate on an as needed basis.

EXECUTION OF CONTRACT: The District is seeking to engage services with one or more firms that will operate on an as needed basis, through a formal “Letter of Assignment”. Issuance of a purchase order(s) to cover DISTRICT investigations by the Executive Director of Purchasing shall evidence the contractual agreement between the FIRM and the DISTRICT and the Firms authorization to provide services.

PAYMENT: The Firm must invoice Fresno Unified School District, Contract Administrator, in order to initiate the payment process. All invoices shall indicate (a) the RFQ No. and (b) the Purchase Order number.

By MAIL
Fresno Unified School District
Attn: Risk Management
2309 Tulare Street
Fresno, CA 93721

By E-MAIL
kathy.pereida@fresnounified.org

The DISTRICT will not approve for payment any services which is not documented on the Firm's monthly activity report and there is no support documentation on file with the DISTRICT (i.e. report does not match DISTRICT activity report and no report was received from Firm). The successful proposer(s) is responsible for all employees' wages, social security, Federal and State withholding taxes, and any other required personnel expenses including, but not limited to worker's compensation insurance.

PRICING AND OTHER SERVICES. The DISTRICT reserves the right to engage other related services identified in the Firms' SOQ. The submitted prices in this RFQ will be used as the source of compensation during the term of the Firms' prequalification. District reserves the right to accept, negotiate, or deny proposed price changes during the Firm's prequalification period.

ALTERNATE PROVIDER OPTION. It is the intent of the DISTRICT to fully utilize the selected Firm(s) for services listed herein, however the DISTRICT reserves the right to engage services elsewhere to perform specific services due to negligence in performance at any given site or if Firm is unable to provide requested staff. Written notice will be provided to the Firm in an event, which would require exercising this article.

V. SUBMITTAL OF STATEMENTS OF QUALIFICATIONS

A. Firm's SOQ submittal shall include the information/documentation addressing each area outlined in Section III- Desired Services, Item 3- Required Services.

- a) SOQ including questionnaire shall not exceed **15 pages**. Forms, price sheet and resumes are excluded from page count.
- b) SOQ shall include the forms listed on the SUBMITTAL CHECK LIST. Failure to submit the documents/forms.
- c) Consultant shall submit SOQ formatted in a PDF to toni.jorge@fresnounified.org.

B. Contents of SOQ

Submittals will be evaluated using five (5) categories listed below:

- a) **Letter of Introduction (1page)**

- i. Firm profile
- b) **Qualifications, Experience and References (up to 3 pages)**
 - i. Experience in performing work of a closely similar nature and with a similarly sized organization(s); experience working with public agencies; experience and understanding of human resource, risk management and subrogation practices of governmental agencies; stability, experience, and technical competence.
- c) **Personnel and Staffing (does not count toward maximum number of pages)**
 - i. Attach resumes of proposed staff
- d) **Work Plan**
 - i. Depth of Proposer(s) understanding of District needs and requirements, overall quality and logic of work plan.
- e) **Rates and Fees (does not count toward maximum number of pages)**
 - i. Reasonableness and competitiveness of the rates and fees proposed; adequacy of data in support of figures quoted, basis on which rates and fees are quoted.
 - ii. Per diem, mileage, etc.
- f) **Quality and Responsiveness of the Submittal and Questionnaire**
 - i. Completeness of response in accordance with the RFQ instructions

VI. EVALUATION PROCESS

The method used for evaluating and awarding this RFQ will involve a two (2) step process:

Step 1: The Committee will evaluate SOQ based on 100-possible points. The SOQ that is deemed to be responsive, compliant, and capable of meeting the DISTRICT's needs, and scores the highest points based on the evaluation criteria stated in the Submittal, will be approved to move forward to Step 2, should the DISTRICT find it necessary to conduct interviews to ensure a diversified pool of firms with specific expertise to match to the required service . The DISTRICT reserves the right to prequalify firms based on Step 1 or Step 2.

Step 2: Consensus ranking based on interviews:

- a. The DISTRICT reserves the right to conduct interviews of Firms with the highest scores. No firm will be by-passed for a firm with a lower score for the purpose of participating in interviews. If necessary, the interviews will be held the week of April 20, 2020.
- b. If interviews are held, the Committee will select by consensus ranking of firms. The consensus ranking will reflect the DISTRICT desire to pull from a diversified pool of firms with specific expertise to match to the required service.
- c. The number of firms the DISTRICT qualifies is subject to ensuring coverage of expertise in all areas of service identified in the RFQ. Historically, this number has been approximately a dozen firms.

VII. EVALUATION CRITERIA

The evaluation criteria will be weighted as follows: A total possible score is assessed for each category. One-hundred points being the highest possible total score. The following represent the principal selection criteria and possible points in each category, which will be considered during the evaluation process of step 1:

Evaluation Criteria	Maximum Points
Qualifications, Experience and References	25
Personnel and Staffing	25
Work Plan	20
Rates and Fees	20
Quality and Responsiveness of the Submittal	10
Total	100 points

SUBMITTAL CHECK LIST

The listed documents below are required to be provided as part of your submittal

- Submittal not to exceed 15 pages in accordance with Section V, SUBMITTAL OF STATEMENTS OF QUALIFICATIONS

- Pricing/Fee Schedule

- Request for References Form

- Non-Collusion Declaration Form

- No Prohibited Interest/Conflicts of Interest Declaration Form

- Workers Compensation Form

- Submittal Signature Page Form

NONCOLLUSION DECLARATION

I, _____, declare that I am the party making the foregoing Submittal, that the Submittal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Submittal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham Submittal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham Submittal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the Submittal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the Submittal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her Submittal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date

Name of Firm

Printed name of Authorized Company Representative

Signature of Authorized Company Representative

NO PROHIBITED INTEREST/CONFLICTS OF INTEREST DECLARATION

I hereby certify and declare that the undersigned Bidder has reviewed and understands the Information to Bidders, Prohibited Interests/Conflicts of Interest clause, and that Bidder has no business relationship with any member of the Board of Education (“BOE”) that gives any BOE member a financial interest in any contract between Bidder and the DISTRICT, other than a financial interest that qualifies as a “remote interest” or a “noninterest,” and that no Prohibited Interests/Conflicts of Interest exist which violate this clause of the Information to Bidders and thereby preclude Bidder from contracting with the Fresno Unified School DISTRICT. Bidder further understands that the provision of a bid/quote to Bidder over 5 years prior to a BOE member’s election or appointment, without the goods or services included in the bid actually being furnished to Bidder, i.e., an unaccepted bid/quote, does not qualify to cause a financial interest to be a “remote interest” as that term is defined in California Government Code section 1091(b)(8).

Consistent with the foregoing and with the clause of the Information to Bidders relating to Prohibited Interests/Conflicts of Interest, Bidder understands that if Bidder is awarded the contract for this Project and a Prohibited Interests/Conflict of Interest is thereafter discovered which violates the clause of the Information to Bidders, Prohibited Interests/Conflicts of Interest, the contract between Bidder and Fresno Unified School DISTRICT may be void, and in such event Bidder may be required to disgorge all monies received pursuant to such void contract.

I declare under penalty of perjury under the laws of the State of California that 1) Bidder has reviewed all necessary documents and exercised all due diligence in determining that no Prohibited Interests/Conflicts of Interest exist as set forth above and as described in the clause of the Information to Bidders relating to Prohibited Interests/Conflicts of Interest, with respect to the undersigned Bidder, 2) I am authorized by Bidder to execute this form on Bidder’s behalf and to make the certifications contained herein, and 3) the representations and certifications set forth herein are true and correct.

Dated: _____, 2020 _____
[Company Name]

[Name and Title of Bidder’s Representative]

[Signature]

CONTRACTOR'S CERTIFICATE REGARDING WORKERS COMPENSATION

Labor Code Section 3700 Provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with those provisions before commencing the performance of the work of this Contract.

CONTRACTOR

By

Type/Print Name

Title

Date

(In accordance with Labor Code section 1860, this certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

STUDENT SAFETY DECLARATION

Education Code Section 45125.2

I, _____ [name/title], declare as follows:

1. I am a representative of _____ [company], and am authorized to make this declaration on its behalf;
2. Pursuant to Education Code section 45125.2, I shall not permit any employee, agent or subcontractor to have more than limited contact with pupils without taking protective steps as set forth in that section and this declaration.
3. I declare that I have taken one or more of the following protective measures pursuant to Education Code section 45125.2 and General Conditions Section 00 73 19:
 - a. Neither I, my employees, agents nor subcontractors will have more than limited contact with students.
 - b. I have installed or will install a physical barrier at the worksite such that no employee, agent or subcontractor will have more than limited contact with students.
 - c. An employee, agent or subcontractor will continually monitor and supervise all employee(s), agent(s) and subcontractor(s) who will have more than limited student contact. I will **have individual(s) processed through the DISTRICT** to submit fingerprints to the Department of Justice (DOJ) for the monitoring and supervisory of employee(s), agent(s) or subcontractor(s). I will not begin work on the job site until a DOJ cleared supervisor submitted through the DISTRICT is provided on the job site, and I certify that none of these supervisory employees, agents or subcontractors will have been convicted of a felony as defined in Education Code section 45122.1.

I know the above of my own personal knowledge and if called as a witness could competently testify thereto. I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed

on _____ [month/year], _____ [day], at _____ [city], California.

Name of Contractor

By: _____

SUBMITTAL SIGNATURE PAGE FORM

The undersigned, having carefully examined the RFQ and all addenda, proposes and agrees to be bound by all terms and conditions of the complete Contract Documents. I have thoroughly reviewed the Pricing Sheet for RFQ No. 20-35, INVESTIGATION SERVICES submitted herewith and agree to provide Investigation services consistent with the terms of the RFQ at the prices identified on the Pricing Sheet.

"I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct."

To be signed by authorized company agent acknowledging submittal of RFQ. Errors may be crossed off and corrections made prior to RFQ opening only and must be initialed in ink by the person signing this form.

Signature/Title

Area Code / Telephone Number

Type or Print Name

Area Code / Fax Number

Name of Company as Licensed

E-Mail Address

Address

Contractor License No. / Class / Exp. Date

City State Zip Code

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. ___ Date _____

Addendum No. ___ Date _____

Addendum No. ___ Date _____

Addendum No. ___ Date _____

SAMPLE QUESTIONNAIRE

RFQ No. 20-35, INVESTIGATION SERVICES

Submit responses to the questions in the sample below using the provided excel file. The Questionnaire will be submitted in excel file format in addition to your SOQ narrative.

Question	Response
1.	Provide the following information for the primary contact responsible for completing and answering questions for this Submittal:
1.A	Name
1.B	Title
1.C	Address
1.D	Phone
1.E	E-Mail address
2.	Provide the following information regarding your organization:
2.A	Established date
2.B	Number of current clients
2.C	Number and size of school district or public agency clients
2.D	Number of new clients since 1/1/2019 (as services pertain to the Scope of Work)
2.E	Client turnover rate (% of clients who terminated their contracts) in the last three years
2.F	Please list the reason(s) for all clients terminating services within the last three years
2.G	Number of employees, if any. (Resumes must be included in submittal)
2.H	Brief history of organization, including mergers, acquisitions, etc.
3.	What specialized services, if any, do you offer that would benefit the District?
4.	Do you provide claim adjusting services?
5.	Do you perform surveillance services?
6.	Is your business headquartered in Fresno County, CA.?
7.	If not headquartered in Fresno County, do you maintain a satellite office in Fresno County?

8.	What criteria do you use to measure performance to ensure customer satisfaction?	
9.	Please list the number of male and female investigators?	
10.	Are any investigators that will be assigned to this account bilingual? If so, in what languages?	
11.	If necessary do you contract with interpreters to complete an assignment?	
12.	Are you capable of providing accident scene investigations (within City of Fresno limits), for bus or auto accidents, within 25 min. of notification?	
13.	Across your book of business, what is the average number of days for completion of an investigation from date of assignment?	
14.	Will you contract with subcontractors to meet the requirements of this RFQ? If so, please describe the nature of those services.	
15.	How does your firm protect and secure access to client data and/or information obtained in the course of completing an investigative assignment?	
16.	What is the average years of experience for the investigator(s) assigned to this account, if selected as a service provider?	
17.	Has your firm/company been a named defendant to any litigation in the last 5 years? If so, please explain the nature of the litigation.	