

REQUEST FOR PROPOSAL

**RFP 11_25_26
MATERIALS TESTING AND SPECIAL INSPECTIONS (MTSI)**

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NOTE: The Table of Contents shall be included as part of the bid, and Attachments A to G shall be incorporated into the RFP packet.

Josephine Dy-Liacco
Manager, Purchasing Services

SCHEDULE OF EVENTS

RFP 11_25_26 MATERIALS TESTING AND SPECIAL INSPECTIONS (MTSI)

RFP Issuance	May 6, 2026
Publication Date	May 6, 2026
Due Date for All Written Questions and Inquiries	May 8, 2026
Addendum Issued	May 12, 2026
Sealed RFP Due to the SCCOE	May 19, 2026
RFP Evaluation (Internal)	May 20, 2026
Interviews (if needed)	May 21-24, 2026
Award Notification (Purchasing)	May 27, 2026
PO Issuance	June 30, 2026
Fully Executed Contract	TBA

**SANTA CLARA COUNTY OFFICE OF EDUCATION
1290 Ridder Park Drive, San Jose CA 95131-2304**

**NOTICE TO BIDDERS – REQUEST FOR PROPOSALS
RFP 11_25_26 - MATERIALS TESTING AND SPECIAL INSPECTIONS (MTSI)**

Notice: Notice is hereby given that the Board of Trustees of the Santa Clara County Office of Education (hereinafter referred to as SCCOE), is requesting bids from interested contractors for the following project:

RFP 11_25_26 - MATERIALS TESTING AND SPECIAL INSPECTIONS (MTSI)

No offer of intent should be construed from this legal notice that the SCCOE intends to enter a contract with the interested company.

Written bids must be sealed and filed with the SCCOE at 1290 Ridder Park Drive, San Jose CA 95131 no later than **3:00pm Tuesday, May 19, 2026. Sealed bids must be addressed to Josephine Dy-Liacco, Manager, Purchasing Services.** Any bid received after the bid deadline shall be returned to the bidder unopened. All bids will be available for public review after the bid tabulations are completed and recommendation for contract award is submitted. It shall be the full responsibility of all bidders to ensure that bids are delivered to the above office by the time and date stated. Facsimile (FAX) or electronic copies of the proposal will not be accepted. The SCCOE will not be responsible for late deliveries by U.S. mail or any other means.

Please note that there will be no formal public opening of the proposals. All submissions will be evaluated based on pricing, compliance with specifications, and other relevant criteria, and may result in single or multiple awards.

Proposals that are incomplete or noncompliant with the requirements outlined in the RFP package are subject to rejection. All bidders are responsible for reviewing and adhering to the full instructions provided in the proposal documentation.

The Santa Clara County Office of Education (SCCOE) reserves the right to accept or reject all proposals, and to waive any irregularities or informalities in the RFP or the proposal process. No proposal, in whole or in part, may be withdrawn for a period of sixty (60) calendar days following the RFP submission deadline.

Contact Information:

General Information
Josephine Dy-Liacco
Manager, Purchasing Services

Ph.: 408-453-6858
jdyliaacco@sccoe.org

Technical Questions
Ted Pierce
Manager, Facilities &
Construction
Ph.: 408-453-6684
tpierce@sccoe.org

All inquiries regarding this RFP must be submitted in writing, no later than **3:00PM Friday, May 8, 2026**, to Josephine Dy-Liacco at jdyl@sccoe.org and Ted Pierce at tpierce@sccoe.org. Responses to questions will be shared with all known prospective respondents to ensure equal access to information via an **addendum** to be published on **Tuesday, May 12, 2026**. Any addenda or updates will be posted on the SCCOE website at <https://www.sccoe.org/depts/bizserv/purchasing/Pages/Bids-Posting-System.aspx>.

It is the responsibility of all prospective respondents to **monitor the website** regularly for any amendments or addenda.

The Santa Clara County Office of Education (SCCOE) reserves the right to amend the RFP as necessary.

A copy of the RFP 11_25_26 and supporting documents will be available online **Wednesday, May 6, 2026** at <https://www.sccoe.org/depts/bizserv/purchasing/Pages/Bids-Posting-System.aspx>.

County Superintendent of Schools
Santa Clara County Office of Education

By: Josephine Dy-Liacco
Manager, Purchasing Services

SECTION 1 INTRODUCTION

The Santa Clara County Office of Education (SCCOE) provides leadership, services, and support to school districts, educators, students, and the community throughout Santa Clara County, California. As a Class II intermediate unit serving 32 K–12 districts and four community college districts, SCCOE partners with local districts to enhance educational programs, ensure compliance with state and federal requirements, and promote equitable access to high-quality learning opportunities.

Through innovative initiatives and specialized programs, the SCCOE supports students with diverse needs, including those in special education, early learning, alternative education, migrant education, and career technical education. The Office also offers direct instructional programs and a broad range of support services in instruction, business, and personnel, enhancing districts' capacity to deliver quality education and aligning with California Department of Education requirements.

The SCCOE is organized into six major units: Business, Facilities & Operations, Educational Services, Executive Services, Instruction, Leadership and Innovation, Human Resources and Technology and Data Services, all working collaboratively to support districts, educators, and students across the county.

1.1 PROJECT GOALS AND OBJECTIVES

The Santa Clara County Office of Education (SCCOE) is soliciting proposals from qualified firms to provide Materials Testing and Special Inspection (MTSI) services for the Walden West Science School Modernization Project.

The selected firm will perform materials testing and special inspection services in accordance with the California Building Code (CBC) Chapter 17, approved construction documents, applicable Authority Having Jurisdiction (AHJ) requirements, and SCCOE standards.

1.2 PROJECT OVERVIEW

The project includes modernization and improvement of existing facilities and associated site work. Anticipated construction activities include, but are not limited to:

- Earthwork and grading
- Foundations and reinforced concrete
- Site concrete and flatwork
- Structural steel and miscellaneous metals
- Drilled piers
- Post-installed anchors

Construction will occur in phases. Inspection and testing activities will be coordinated with the Contractor, Project Inspector, Architect, and SCCOE.

SECTION 2 SCOPE OF SERVICES

The selected consultant shall provide all required materials testing and special inspection services, including qualified staffing, laboratory testing, field inspection, reporting, coordination, and project closeout documentation as required for the project.

Services may include, but are not limited to:

- Geotechnical observation and compaction testing
- Reinforced concrete inspection and testing
- Structural steel inspection
- Drilled pier observation
- Post-installed anchor inspection

2.1 APPLICABLE REQUIREMENTS

All services shall comply with the following, as applicable:

- California Building Code (CBC), Chapter 17
- Approved construction drawings and specifications
- Division 01 – General Requirements, including Testing Laboratory Services
- Applicable AHJ requirements

2.2 STAFFING COMMITMENT

Proposers shall demonstrate the ability to staff the project with qualified personnel for the duration of construction.

Each proposal shall include a **Staffing Commitment Form** confirming:

- Availability of qualified and certified personnel
- Ability to support concurrent inspections when required
- Designation of a primary point of contact
- Commitment to provide equally qualified replacement personnel if necessary

SECTION 3 PRICING FORMAT AND EVALUATION BASIS (IMPORTANT – READ CAREFULLY)

3.1 PRICING SUBMITTAL FORMAT

Proposers shall submit hourly labor rates and laboratory testing unit rates only, using Attachment A – Fee & Rate Proposal Form.

Proposers shall not submit total project cost estimates or pricing based on independent assumptions regarding scope, duration, or quantities.

3.2 EVALUATION BASIS

For evaluation purposes, SCCOE will apply proposer-submitted rates to a standardized evaluation basis developed by SCCOE and applied uniformly to all proposals.

The standardized evaluation basis is used solely for proposal comparison and does not represent a guarantee of actual quantities or level of effort.

Alternate pricing formats or assumptions will not be considered.

SECTION 4 EVALUATION CRITERIA

SCCOE will use a competitive, multi-stage process in which selected vendors may be elevated through successive evaluation levels. If a vendor does not meet expectations at any stage, SCCOE may continue with remaining vendors or elevate other qualified vendors at its discretion.

SCCOE reserves the right to reject all proposals and retain its existing enterprise resource planning system if deemed in its best interest.

SCCOE reserves the right to request clarification of submitted information.

Proposals will be evaluated based on:

- Demonstrated qualifications and experience
- Staffing capacity and commitment
- Fee reasonableness

Final vendor selection will be based on the following steps and criteria:

Qualifications & Experience	20%
Staffing Capacity / Site Logistics	30%
Cost (Attachment A – Fee & Rate Proposal Form)	40%
Compliance	10%

SECTION 5 PRICING AND SCOPE CLARIFICATIONS

To ensure consistency among proposals and alignment with SCCOE’s Professional Services Agreement, the following clarifications apply:

1. **Travel and Mileage**

Mileage, travel time, and vehicle expenses are not reimbursable and shall be included in hourly labor rates.

2. **Equipment and Tools**

All equipment, tools, meters, gauges, testing apparatus, and calibration required to perform the services shall be included in hourly labor rates.

3. **Laboratory vs. Field Activities**
 - Discrete laboratory tests (e.g., Proctor compaction curves, concrete compression tests) shall be unit-priced.
 - Field activities (sampling, field testing, nuclear gauge testing, setup, handling, and documentation) shall be included in hourly labor rates.
4. **Geotechnical Compaction Testing**

Laboratory Proctor tests establish compaction curves. Field density testing is a field inspection activity and shall be included in hourly labor.
5. **Special or Non-Destructive Testing**

Testing not explicitly required by the construction documents shall only be performed when authorized by SCCOE.
6. **Shop and Field Inspections**

Differences in inspection location shall not affect billing structure.
7. **Reporting and Documentation**

Daily reports, test results, logs, summaries, and project closeout documentation shall be included in hourly labor rates.
8. **Meetings and Coordination**

Meetings, coordination, and communication necessary to perform the services shall be billed at applicable hourly rates.
9. **Standby or Idle Time**

Standby or idle time due to contractor scheduling or readiness shall only be billable when authorized by SCCOE.
10. **Overtime and Premium Rates**

Overtime, weekend, or premium rates shall apply only when pre-approved in writing by SCCOE.
11. **Retesting Due to Non-Conforming Work**

Re-inspection or retesting resulting from non-conforming work shall not be billed to SCCOE.

SECTION 6 PROPOSAL SUBMITTAL REQUIREMENTS

Each proposal shall include:

1. Cover letter
2. Firm qualifications and relevant experience
3. Staffing Commitment Form
4. **Attachment A – Fee & Rate Proposal Form**

Failure to submit proposals in the required format or in accordance with the instructions of this RFP, including the required number of hard copies, may render the proposal non-responsive.

Each vendor is required to submit three (3) hard copies of the proposal, along with one (1) jump drive containing an electronic copy, to the SCCOE contact listed above.

All information, prices, notations, signatures, and corrections must be in permanent ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialized in permanent ink by the person signing the proposal.

By submitting a proposal, vendors acknowledge they have reviewed and understand all RFP requirements, including all contract terms and any addenda issued prior to submission. Addenda shall be incorporated into and form part of the final agreement.

Proposals will not be publicly opened; however, a list of responding vendors will be made available upon request.

All terms and conditions of this RFP, addenda, the selected vendor's proposal, and any negotiated terms shall be incorporated into the resulting agreement. Submission of a proposal constitutes acceptance of these terms unless expressly noted otherwise.

Vendors shall promptly notify SCCOE in writing of any discrepancies, omissions, or ambiguities in this RFP. Requests for clarification must be submitted to the SCCOE Representative, and the requesting vendor is responsible for timely delivery.

Any revisions to this RFP will be issued by written addendum from the SCCOE Representative and posted on the SCCOE website.

Telephone or fax inquiries will not be accepted. All questions must be submitted in writing via email, referencing the applicable RFP section, page number, and quoted passage, to:

- Josephine Dy-Liacco, Manager, Purchasing Services via jdy-liacco@sccoe.org
- Ted Pierce, Manager, Facilities & Construction via tpierce@sccoe.org.

All **questions** must be submitted in writing no later than **3:00 PM on Thursday, May 8, 2026**, so the addenda can be prepared and posted on the SCCOE website.

SCCOE is not obligated to respond to requests for interpretation; however, any responses will be issued by written addendum. Failure of a vendor to receive or review an addendum posted on the SCCOE website prior to the submission deadline shall not be grounds for withdrawal of a proposal.

Written addenda are the sole official means of providing interpretation, clarification, or additional information. Only information provided in a formal addendum shall be binding; all other communications are without legal effect.

Addenda will be published by Tuesday, May 12, 2026.

SECTION 7 GENERAL CONDITIONS

7.1 SUBMITTAL COSTS

The vendor is responsible for all costs incurred by the vendor or their subcontractors in responding to this RFP.

7.2 ADVISE OF OMISSION OR MISSTATEMENT

In the event it is evident to a vendor responding to this RFP that SCCOE has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, it shall advise the SCCOE representative of such omission or misstatement.

7.3 EXAMINATION OF DOCUMENTS

Vendors are responsible for thoroughly reviewing and understanding all requirements of this RFP, including any addenda, and for determining all labor, materials, equipment, and services necessary to perform the work.

Submission of a proposal constitutes acknowledgment that the vendor has examined and is familiar with all RFP requirements. Failure to review any portion of this RFP shall not relieve the vendor of its obligations or serve as a basis for additional compensation.

7.4 RESERVED RIGHTS

7.4.1 RIGHT TO SELECT AND NEGOTIATE

SCCOE reserves the right to waive any irregularities; accept the whole, part of, or reject any or all proposals; and to select the firm which, in the sole opinion of SCCOE, best meets SCCOE's needs. SCCOE may make award to the qualified vendor based on fees submitted and its proposal. SCCOE also reserves the right to negotiate with potential vendors so that its best interests are served.

7.4.2 RIGHT TO REQUEST ADDITIONAL INFORMATION

SCCOE reserves the right to request any additional information that might be deemed necessary after the receipt of proposals.

7.4.3 RIGHT OF REFUSAL

SCCOE reserves the right to refuse any or all proposals in their entirety, or to select certain equipment or software products from various proposals, based on the best interests of SCCOE.

The right is reserved to reject any proposal where an investigation of the evidence or information does not satisfy SCCOE and/or the vendor is not qualified to carry out properly the terms of the awarded agreement.

7.4.4 RIGHT TO CANCEL

SCCOE reserves the right to cancel this RFP or portions thereof, without penalty.

7.4.5 RIGHTS TO PERTINENT MATERIALS

All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation submitted as part of the proposal shall become the property of SCCOE after the proposal submission deadline. No proposals will be returned to vendors.

7.4.6 RIGHT TO POSTPONE DEADLINE

SCCOE reserves the right to postpone the Submittal Deadline and opening of proposals any time before the date and time of said deadline announced in this RFP or subsequent addenda.

7.5 PERFORMANCE STANDARDS

The vendor will be required to meet specific performance standards established during the contract negotiation process. A project schedule specifying significant benchmark events and a project completion date will be required as part of the agreement. This plan will include vendor delivery deadlines and will be jointly developed by SCCOE and the vendor.

SCCOE also reserves the right as a condition of entry into any agreement with the successful vendor to demand financial security for performance including a performance bond, insurance policy, on-demand letter of credit, or other reasonable security.

7.6 DISQUALIFICATION OF VENDORS

SCCOE may reject any proposal if there is reason to believe collusion exists among vendors. No individual or entity may submit more than one proposal for the same scope of work unless alternate proposals are specifically requested.

Subcontractors or suppliers providing pricing to a vendor are not prohibited from submitting pricing to other vendors. However, evidence that a vendor is involved in multiple competing proposals may result in rejection of all related proposals.

Vendors must submit a complete Non-Collusion Affidavit with their proposal.

SCCOE may also reject any proposal if a vendor contacts SCCOE staff (other than those designated in this RFP) or Governing Board members regarding this RFP.

SECTION 8 CONFIDENTIAL MATTERS

Vendors must clearly identify any proprietary or trade secret information within their proposal. SCCOE may use all submitted proposal information for its purposes and will take reasonable steps to protect properly designated confidential information. However, vendors acknowledge that all materials submitted may be subject to disclosure under the California Public Records Act.

Vendors shall maintain the confidentiality of all information provided by SCCOE in connection with this RFP, including materials, drawings, designs, documentation, and other data, and shall not reproduce, use, or disclose such information without prior written consent from SCCOE.

SECTION 9 INDEMNIFICATION

As part of each and every agreement arising out of this RFP, the successful vendor shall agree to indemnify, defend, and hold SCCOE and the LEAs harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees which it may incur as a consequence of the agreements

and from any and all claims and losses to anyone who may be injured or damaged by reason of the vendor's willful misconduct or negligent performance of the agreements.

SECTION 10 INSURANCE

Without in anyway limiting the selected vendor's liability pursuant to the "Indemnification" section of the contract, the selected vendor, at its sole expense, shall self-insure or maintain the following insurance from insurers with an AM Best rating of A-VII of higher.

Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days prior written notice has been given to SCCOE.

The selected vendor shall furnish SCCOE with certificate(s), additional insured endorsement(s), and waiver(s) of subrogation evidencing compliance with the insurance requirements for review and approval at the time of signing the contract. The certificates shall clearly indicate that the selected vendor has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of execution of the contract.

If the selected vendor maintains broader coverage and/or higher limits than the specified minimums shown below, SCCOE shall be entitled to the broader coverage and/or the higher limits maintained by the selected vendor.

10.1 REQUIREMENTS

Commercial General Liability insurance with coverage in an amount not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate for bodily injury, personal injury, and property damage, including contractual liability.

Each and every General Liability policy and endorsement shall include the following:

- Name as Additional Insured the Santa Clara County Office of Education, its Board, officers, employees, interns, volunteers, agents and representatives and invitees.
- State that such policy is primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.
- If any policies are written on a claims-made form, CONTRACTOR agrees to maintain such insurance continuously in effect for three years following completion of this Agreement or extend the period for reporting claims for three years following the completion of this Agreement, such that occurrences which take place during the Agreement period shall be insured for three years following completion of the Agreement.

10.2 AUTOMOBILE LIABILITY

Automobile liability insurance shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than one million dollars (\$1,000,000) per accident.

10.3 STATUTORY WORKERS' COMPENSATION INSURANCE

Statutory Workers' Compensation insurance with Employer's Liability limits not less than one million dollars (\$1,000,000) per accident. The selected vendor shall also provide a Waiver of Subrogation for any Workers' Compensation claims or actions for work-related injuries arising out of the selected vendor's performance of the contract.

7.5 PROFESSIONAL LIABILITY INSURANCE

Professional Liability insurance with limits not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) in the aggregate.

SECTION 11 CANCELLATION OF AWARD/TERMINATION

SCCOE may terminate the agreement for unsatisfactory vendor performance upon thirty (30) days written notice. SCCOE shall be the sole judge of performance acceptability.

SCCOE warrants that funds are available at the time of contract execution. If funds become unavailable during the term of the agreement, SCCOE may cancel the agreement upon written notice. Upon such cancellation, both parties shall be released from further obligations under the agreement.

SECTION 12 LEGAL REQUIREMENTS

This RFP and any resulting agreement shall be governed by all federal, state and local laws, codes, ordinances, and regulations including, but not limited to, those promulgated by CAL-OSHA, FED- OSHA, EPA, EEOC, DFEH, and the California State Department of Health Services. The agreement shall be in accordance with the substance and procedural laws of the State of California.

SECTION 13 CONTRACTORS

13.1.1 INDEPENDENT CONTRACTORS

The vendor agrees and certifies that neither they nor any of their agents, servants or employees is an agent or employee of SCCOE. The vendor shall be an independent contractor solely responsible for the vendor's acts. The resulting agreement(s) shall not be construed as an agreement for employment with SCCOE.

13.1.2 ASSIGNMENT AND SUB-CONTRACTING

The Vendor shall have no right, authority or power to sell, mortgage or assign the resulting agreement(s) or any interest therein, or any right, power or authority to allow or permit any other person or persons or organizations to have any interest in or use any part of the rights or obligations granted hereunder for any purpose whatsoever without the prior written consent of SCCOE. Neither the agreement(s) nor any interest created thereby shall pass by operation of law to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or any claim here under to any other party or parties, except as expressly authorized by SCCOE.

13.1.3 SUB-CONTRACTS

Nothing contained in this solicitation will be construed as establishing any contractual relationship between any subcontractor(s) and SCCOE. The vendor(s) will be fully responsible to SCCOE for the acts and omissions of the subcontractor(s) and their employees. After award of contract, any changes in subcontractors require prior written approval from SCCOE.

SECTION 14 AWARD

This RFP is issued pursuant to Education Code Section 1276. Award will be made to the proposer whose proposal receives the highest overall evaluation based on the criteria set forth. Such factors may include, but are not limited to, experience with California school districts, charter schools, county offices of education, and joint powers authorities, as well as functionality, technology architecture, and implementation capability.

A vendor shall be deemed awarded a contract upon SCCOE's approval of an agreement incorporating the submitted terms and conditions, subject to SCCOE review and execution.

The selected firm shall execute SCCOE's standard **Professional Services Agreement (PSA)** without modification.

