



REQUEST FOR QUALIFICATIONS

RFQ No. 2223-Bonds35

FOR

Geotechnical Engineering Services

Deadline: 2:00 p.m., Monday, June 12, 2023

(NOTE: The time in the Purchasing Department will be used as the official time.)

Alum Rock Union Elementary School District

2930 Gay Avenue

San Jose, CA 95127

<http://www.arusd.com>

For Information Contact:

Mr. Marc Freitas

Bonds Director

2930 Gay Avenue

San Jose, CA 95127

408-928-6987

marc.freitas@arusd.org

SECTION 1: INTRODUCTION

1.1 Purpose of RFQ: Alum Rock Union Elementary School District (Owner) is a public school district located in the City of San Jose, Santa Clara County, California. By issuing this Request for Qualifications ("RFQ"), the District seeks Statements of Qualification ("SOQ") from experienced entities interested in providing the geotechnical engineering services ("Respondents") for the construction of multiple projects at Alum Rock ("Project").

This RFQ is a part of the process for the District's future selection and retention of geotechnical engineering services for the Project ("Services"). Timely submitted RFQ Responses will be evaluated by the District in accordance with the criteria established in this RFQ. One or more Respondents may be requested to interview with the District as part of the process.

At this time, the District requests qualifications from Respondents. Based upon information presented in the RFQ Responses, the District's selection committee will create a pool of qualified firms that may be selected for future consideration to provide the services for the Project. Selected firms may be requested to respond to a future request for proposals for the Project, at which time they will develop a detailed scope of services, proposed fee, and schedule.

1.2 Pool of Qualified Applications and Recertification: The District will maintain a pool of qualified firms. Requests for recertification may be sent every five (5) years. Firms that do not reply to the request for recertification may be deleted from the pool of prequalified firms, at the sole discretion of the District. Additional firms may be added to the pool, at the District's sole discretion, as the District determines the need for additional services.

District RFQ Contacts. Questions, requests to obtain a copy of this RFQ, or other communications relating to this RFQ shall be directed in writing to the District at:

Mr. Marc Freitas
Bonds Director
2930 Gay Avenue, San Jose, CA 95127
marc.freitas@arUSD.org

With a copy to:
Deborah Slivkoff, Program Manager
dslivkoff@cumming-group.com

1.3. RFQ Schedule: District reserves the right to extend schedule dates by written addenda.

EVENT	DATE
RFQ Issued	Monday, May 22, 2023
Deadline for Clarifications	Friday, June 2, 2023, 4:00 p.m.
Responses to Questions/Clarifications	Tuesday, June 6, 2023, 4:00 p.m.
Deadline to Submit RFQ Response	Monday, June 12, 2023, 2:00 p.m.
Interviews, if any	Week of June 19, 2023

- 1.4. District Modifications to RFQ.** The District expressly reserves the right to modify any portion of this RFQ prior to the submission deadline, including without limitation, the cancellation of this RFQ. Modifications, if any, made by the District to the RFQ will be in writing; potential Respondents who have obtained this RFQ from the District prior to any such modifications will be issued modifications to the RFQ by written addenda.
- 1.5. No Oral Clarifications/Modifications.** The District will not provide any oral clarifications or modifications to the RFQ or the requirements hereof; no employee, officer, agent, or representative of the District is authorized to provide oral clarifications or modifications to the RFQ. No Respondent shall rely on any oral clarification or modification to the RFQ.
- 1.6. Errors/Discrepancies/Clarifications to RFQ.** If a Respondent encounters errors or discrepancies in this RFQ or portions hereof, the Respondent shall immediately notify the District of such error or discrepancy. Any Respondent seeking clarification of any portion of this RFQ shall submit the requested clarification in writing to the District Contact Representatives designated in this RFQ. Responses of the District to any requested clarification will be in writing; if in the sole judgment of the District, any clarification response affects the RFQ or other Respondents, the District will issue the clarification response by a written addendum distributed to all potential Respondents who have theretofore obtained this RFQ from the District. All requests for clarification of this RFQ must be submitted and received by the District no later than the Deadline for Clarifications specified in the RFQ Schedule; the District will not respond to clarification requests submitted thereafter.
- 1.7. Restrictions on Lobbying and Contacts.** From the period beginning on the date of the issuance of this RFQ and ending on the date of the award of the contract, no person, or entity responding to this RFQ, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ, the evaluation or selection process or the award of the contract(s) with any member of the District's Board of Trustees, Committee members, any member of the Citizens' Oversight Committee, or with any employee of the District except for clarifications and questions procedures as described in this RFQ. Any such contact shall be grounds for the disqualification of the firm responding to this RFQ.
- 1.8. Limitations.** This RFQ is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFQ. The District reserves the right to add additional prequalified respondents for consideration after distribution of this RFQ if it is found to be in the best interest of the District. The award of the contract pursuant to this RFQ, if at all, is at the sole discretion of the District.

The District makes no representation that participation in the RFQ process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any responses to this RFQ.

- 1.9. Public Records.** Except for materials containing Trade Secrets (as defined in California Civil Code §3426.1) and specifically marked "Proprietary" at the time of submittal, and that are specifically requested to be returned, SOQs and all materials submitted in response to this RFQ are deemed property of the District and public records subject to disclosure, pursuant to the California Public Records Act. Vague designations and/or blanket statements regarding entire pages or

documents are insufficient and will not bind the District to protect the designated matter from disclosure. The District may reject for non-responsiveness the RFQ Response that indiscriminately or vaguely notes materials are "Trade Secret" or "Confidential" or "Proprietary" and exempt from disclosure as a public record.

Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, RFQ Responses shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful respondent have completed negotiations and entered into an agreement, or (2) the District has rejected all responses.

By submitting a response to this RFQ, Respondent agrees the District shall not be liable to Respondent for the disclosure of RFQ Responses, or portions thereof, deemed to be disclosable public records pursuant to the California Public Records Act, or by an order of a court of competent jurisdiction, or which occurs through inadvertence, mistake, or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a RFQ Response deemed exempt from disclosure hereunder, by submitting a response to this RFQ, each Respondent agrees to defend, indemnify, and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense of the District in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

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

SECTION 2: PROJECT OVERVIEW / DESCRIPTION

- 2.1** The Owner seeks a Geotechnical Engineer to provide a detailed Proposal related to the Scope of Work which is more fully described herein. The Geotechnical Engineer should demonstrate expertise in the project specific requirements. The Respondent shall demonstrate its ability to work as part of a collaborative team and also demonstrate its ability to work closely with the Owner and other interested parties including, but not limited to, architectural and design firms, construction managers, MEP contractors, utility contractors, equipment manufacturers and other consultants. Such collaboration is critical to the Owner in order to successfully implement this Project.

SECTION 3: SCOPE OF WORK AND PROPOSAL REQUIREMENTS

- 3.1** Any firm selected based on this RFQ process must be capable of providing full geotechnical engineering for any and all selected projects.

Geological and Soil Engineering General Requirements:

3.1.2 The Geological and Soil Engineering Consultant ("GSE Consultant") shall be a registered Geotechnical Engineer in California with experience in soils engineering. The work to be provided by the GSE Consultant includes the following: supply all equipment and labor to perform field exploration, drill test borings, sample soils and perform laboratory tests; evaluate geologic and seismic conditions; and provide full soils evaluations with detailed soils reports which shall include construction level recommendations, surface evaluation, subsurface exploration coring, boring log, R-value test results, grain size distribution, soils classification according to the Unified Soils Classification System, laboratory testing of earth materials collected, ground water evaluation, existing geologic, seismic, and soil conditions present within the Property, and evaluation of potential impacts to the Project under conditions associated with faults, strong seismic ground shaking, seismic- related ground failure such as liquefaction, landslides, and unstable geologic units and/or soils.

3.1.3 The geological and soil engineering studies of the Property shall be conducted in compliance with Education Code sections 17212.5. The GSE Consultant will be the District's advisor for the existing sites and identified projects with regard to compliance with statutes and regulations on Geological and Soil Engineering services. The successful GSE Consultant will ensure that the District complies with all laws and regulations governing Geological and Soil Engineering which are applicable to the construction, renovation, or modernization of a public school or public school facilities, including without limitation Public Resources Code section 21000 et seq., Government Code section 65402, Education Code section 17210 et seq. and all applicable regulations. The successful GSE Consultant shall coordinate its work with the District's other consultants without limitation. The successful GSE Consultant shall respond to public comments on any reports issued by the GSE Consultant on the Project and shall attend and participate in any public hearings upon District request.

The selected Respondent must be capable of performing the full Scope of Services set forth at Exhibit A to the District's form of Independent Consultant Agreement for Geotechnical Engineering Services ("Agreement"), which is distributed with this RFQ as Attachment A and incorporated herein by this reference. The exact scope of services and final fee, however, will be negotiated with the selected firm and finalized in any resulting contract.

SECTION 4: SUBMITTAL

- 4.1** Proposals are due not later than **2:00 PM on June 12, 2023**. Please submit **five (5)** hard copies and **one (1) electronic copy** (on a flash drive) of your response to this Request for Proposals to:

ALUM ROCK UNION SCHOOL DISTRICT
2930 Gay Avenue
San Jose, CA 95127
Attn: Mr. Marc Freitas

- 4.2** Questions must be submitted in writing to Mr. Marc Freitas, Bonds Director at marc.freitas@arUSD.org and a copy to Deborah Slivkoff, Program Manager at dslivkoff@cumming-group.com, by **June 2, 2023 at 4:00 PM**. Responses will be provided to all firms.
- 4.3.** RFQ Response Format and Organization. Each RFQ Response must conform to the following described organizational format and must include the contents described below. Failure of a Respondent to submit its RFQ Response in a format and with contents conforming to the following requirements will be a basis for the District's rejection of such RFQ Response for non-responsiveness.
- 4.3.1. Cover Sheet. Identify the submittal as RFQ No. 2223-Bonds35 Response to this RFQ and an identification of the firm submitting the RFQ Response along with the firm's address, telephone/fax numbers and email addresses of the firm's principal contacts in connection with this RFQ or the RFQ Response.
- 4.3.2. Letter of Interest. Include a brief letter, signed by an authorized officer of the firm, expressing the interest of the Respondent in providing Services for the Project and a brief statement of the Respondent's relevant qualifications. If the firm is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.
- 4.3.2.1. Provide contact information, including the address, telephone number, fax number and email address for the personnel of the Respondent who is the designated point of contact for this RFQ.
- 4.3.2.2. Clearly identify the individual(s) who are authorized to speak on behalf of the firm during the evaluation process. The letter of interest should be bound with other materials responding to this RFQ.
- 4.3.2.3. Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.
- 4.3.3. Business Information. Respondent must provide the following information for itself and for any and all other firms which it will joint venture or associate on this Project:
- 4.3.3.1. Company name, address, telephone, fax, website.
- 4.3.3.2. Federal Tax I.D. Number

- 4.3.3.3. License or Registration Number
- 4.3.3.4. Type of organization/business structure (ownership, legal form, i.e. corporation, partnership, etc., and senior officials of the entity). If a joint venture, describe the division of responsibilities between participating companies, offices (locations) that would be the primary participants, and percentage of each firm.
- 4.3.3.5. A brief description and history of the firm, including number of years the firm has been in business and date firm was established under its given name.
- 4.3.3.6. Any State of California certification for your firm indicating Small Business of Disabled Veteran Business Enterprise status.
- 4.3.3.7. How sub-consultants, if any, are generally used by your firm and to what extent work is performed in-house versus by a sub-consultant. Provide similar Business Information for proposed sub-consultants.
- 4.3.4. Table of Contents. Include a Table of Contents reflecting the Respondent's responses to each of the items set forth below.
- 4.3.5. Tab 1: Statement of Qualifications. Complete the Statement of Qualifications ("SOQ") attached as Attachment B to this RFQ for the Respondent.
- 4.3.6. Tab 2: Project Approach, Qualifications, Relevant Project Experience
 - 4.3.6.1. Provide additional details of the projects identified in the SOQ which reflect the skills, experience and other qualifications of the Respondent to successfully complete necessary services for the Project.
 - 4.3.6.2. Provide a statement demonstrating your firm's ability to accomplish the scope of services in a comprehensive and thorough manner with an aggressive schedule.
 - 4.3.6.3. Describe your firm's experience with DSA and working within the DSA process.
 - 4.3.6.4. Provide a statement of your work plan including your firm's present workload and number of current projects, and where possible, projected workload for the coming two (2) years, which should include available staff.
- 4.3.7. Tab 3: Insurance Certificates. Provide copies of Certificates of Insurance for the Respondent; required Certificates of Insurance and minimum coverage amounts for each policy of insurance are as set forth below.

Policy of Insurance	Minimum Coverage Amount
Workers Compensation	In accordance with law
Employers Liability	One Million Dollars (\$1,000,000)
Commercial General Liability	One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate
Automobile Liability	One Million Dollars (\$1,000,000) combined single limit
Professional Liability	One Million Dollars (\$1,000,000) per claim, Two Million Dollars (\$2,000,000) aggregate

4.3.8. Tab 4: Personnel and Resumes. The selected firm shall employ, at its expense, professionals properly licensed and skilled in the execution of the functions required for the applicable services as described herein.

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

4.3.8.2. If any work is to be provided by sub-consultants include a statement as to how this shall be organized, including identified roles and qualifications of sub-consultants, if any. Note: firm(s) selected for inclusion in the District's pool of applicable consultants will be required to demonstrate long term relationships with any sub-consultants.

4.3.8.3. The District expects that the team shall remain intact through the duration of the Project(s). If a team member must leave, the District reserves the right to approve that team member's replacement.

4.3.9. Tab 5: Letter of Agreement

4.3.9.1. Respondents must include one of the following statements, signed by the firm's authorized representative:

"[INSERT FIRM'S NAME] received a copy of the District's standardized form of Independent Consultant Agreement for Project Inspector Services

("Agreement") attached as Attachment A to the RFQ. [INSERT FIRM'S NAME] has reviewed the terms contained in the Agreement, including the indemnification and insurance provisions. If given the opportunity to contract with District, [INSERT FIRM'S NAME] has no objections to the use of the Agreement and accepts all terms and conditions of the Agreement, without conditions, qualifications or reservations."

OR

"[INSERT FIRM'S NAME] received a copy of the District's standardized form of Independent Consultant Agreement for Project Inspector Services ("Agreement") attached as Attachment A to the RFQ. [INSERT FIRM'S NAME] has reviewed the terms contained in the Agreement, including the indemnification and insurance provisions. If given the opportunity to contract with District, [INSERT FIRM'S NAME] has objections to the use of the Agreement, listed as follows: [IDENTIFY ALL OBJECTIONS]."

4.3.9.2. Where Respondent requests modification consisting of amendments to existing provisions or additional provisions, the Respondent must set forth: (i) the section number of the existing provision and (ii) the complete text of the requested amendment or addition. Any Respondent that does not identify modifications to terms or conditions of the attached Agreement will be deemed to have agreed to and accepted all terms and conditions set forth therein, if the Respondent is awarded the Agreement.

4.3.10. Tab 6: Price Proposal. Although this RFQ is not a request for a specific proposal, the District requires each Respondent to provide a price proposal for services offered by Respondent on the form of Price Proposal attached to this RFQ as **Attachment C**.

4.3.11. Tab 7: Acknowledgment of Addenda

4.3.11.1. If the District issued Addenda to the RFQ, Tab 7 must include the following statement: "The Respondent submitting this RFQ Response acknowledges receipt of Addenda Nos. _____. The Respondent confirms that requirements noted in the foregoing Addenda are incorporated into the RFQ Response.

4.3.11.2. If the District did not issue Addenda to the RFQ, Tab 7 must include the following statement: "No Addenda issued."

4.3.12. Additional Materials. Respondents are not prohibited, but are discouraged, from submitting materials in addition to the required contents listed above. If a Respondent elects to submit materials with its RFQ Response which are in addition to the information requested in this RFQ, the Respondent shall bind all such additional materials separate from the required RFQ Response.

SECTION 5: OWNER'S RIGHTS

5.1 The Owner reserves the right to reject any and all Proposals and may also waive any and all formalities during the selection process. The Owner reserves the right to select the firms they feel are best suited for the Project and will not debrief firms who are not selected.

5.2 Verification of Information: Proposers are hereby notified that the Owner will rely on the accuracy and completeness of all information provided in making its selection. As such, Proposers are urged to carefully review the provided information to ensure the clarity, accuracy and completeness of such information. The Owner, at its sole discretion, reserves the right to make any inquiries or follow-up as required to verify the information provided.

SECTION 6: ATTACHMENTS

Attachment A – Consultant Agreement to be provided under separate attachment

Attachment B – Statement of Qualifications Form

Attachment C – Price Proposal

ATTACHMENT A

**INDEPENDENT CONSULTANT AGREEMENT FOR
GEOTECHNICAL ENGINEERING SERVICES**

****PROVIDED UNDER SEPARATE ATTACHMENT****

ATTACHMENT B
STATEMENT OF QUALIFICATIONS FORM

1. Respondent Information.

1.1. Respondent: _____

1.2. Address:

Physical Office Location:

Street Address : _____

City, State and Zip Code: _____

Mailing Address (if different than address above):

Street Address : _____

City, State and Zip Code: _____

1.3. Phone:

(_____) _____

1.4. Fax:

(_____) _____

1.5. Respondent's principal contacts:

Name: _____

Title: _____

Phone: (_____) _____

Fax: (_____) _____

E-Mail: _____

Name: _____

Title: _____

Phone: (_____) _____

Fax: (_____) _____

E-Mail: _____

1.6. Length of time Respondent has been in business providing Geotechnical Engineering Services:

_____ years

1.7. Respondent Federal Tax ID No.: _____

2. Insurance.

2.1. Commercial General Liability Insurance.

Insurer: _____

Current Policy No.: _____

General Liability Insurance Broker:

Address: _____

Telephone No.: (____) _____

Fax No.: (____) _____

Contact Name: _____

2.2. Automobile Liability Insurance.

Insurer: _____

Current Policy No.: _____

General Liability Insurance Broker:

Address: _____

Telephone No.: (____) _____

Fax No.: (____) _____

Contact Name: _____

2.3. Professional Liability Insurance.

Insurer: _____

Current Policy No.: _____

General Liability Insurance Broker:

Address: _____

Telephone No.: (____) _____

Fax No.: (____) _____

Contact Name: _____

2.4. Workers' Compensation Insurance.

Insurer: _____

Current Policy No.: _____

Workers' Compensation Insurance Broker:

Address: _____

Telephone No.: (____) _____

Fax No.: (____) _____

Contact Name: _____

- 3. References.** Complete the following to identify: (i) owner references that are California public K-12 School Districts and/or California Community College Districts; and (ii) architect references. Architect references must be architects that have served as the architect of record for K-12 school or community college projects subject to DSA jurisdiction. A minimum of three (3) references are required per category.

Public School Districts			
District Name	Address	Telephone No.	Contact

Architects			
Firm Name	Address	Telephone No.	Contact

- 4. Prior Project Geotechnical Engineering Services Experience.** Duplicate the following to provide details of **all California K-12 School District or California Community College District projects** for which your organization provided geotechnical engineering services, **within the past five (5) years.** Complete the following for each Project subject to the foregoing. Attach completed copies of the following to the completed and executed Qualifications Statement submitted concurrently with the Respondent's RFQ Response.

Project Identification (by name or other identification for project) and location	
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Project Description (including building structural system, type of building occupancy, square footage, etc.)	
Beginning and end dates of project, including DSA close-out and/or certification status and date of project's Notice of Completion	
Scope/Description of construction materials test/inspection provided	
Respondent's Engineering Manager for Project and key personnel	
Project Owner (include contact person and contact information for contact person)	
Architect of Record for Project (include contact person and contact information for contact person)	
Construction Manager, if applicable (include contact person and contact information for contact person)	

ATTACHMENT C

PRICE PROPOSAL

Respondent: _____

The above-identified Respondent proposes the following pricing for services:

1. Geotechnical Engineering. Respondent proposes a lump sum, fixed price of _____ Dollars (\$_____) for completion of the geotechnical engineering for the Project as indicated in Independent Consultant Agreement for Geotechnical Engineering Services attached to the RFQ as Attachment A.
2. Breakdown of Proposed Pricing. The pricing proposed in Paragraph 1 above is broken down for each as follows:

Description	Unit Description (per week, per hour, etc.)	Costs Per Unit

3. Acknowledgment and Confirmation. The Respondent acknowledges its receipt and review of the Request for Qualifications and Independent Consultant Agreement for Geotechnical Engineering Services so that it has a full and complete understanding of the requirements for the Project. The Respondent and its personnel are duly certified, licensed, approved and otherwise qualified to complete the scope required for the Project under the Independent Consultant Agreement for Project Geotechnical Engineering Services, if an agreement is awarded to Respondent. The undersigned: (i)

has reviewed and verified the accuracy and completeness of the foregoing Price Proposal and (ii) is authorized to bind and commit Respondent to the foregoing Price Proposal.

By: _____

(Signature of Respondent's Authorized Officer
or Representative)

(Typed or Printed Name)

Title: _____