



# **REQUEST FOR QUALIFICATIONS**

## **RFQ/P No. 2324-Bonds08**

FOR  
CEQA (California Environmental Quality Act)  
CONSULTING SERVICES FOR  
CONSTRUCTION PROJECTS

**Deadline: Thursday, November 30, 2023, 2:00 P.M**  
(NOTE: *The time clock in the Purchasing Department will be used as the official timestamp.*)

**Alum Rock Union Elementary School District**  
2930 Gay Avenue  
San Jose, CA 95127  
<http://www.arusd.com>

**For Information Contact:**

Mr. Marc Freitas  
Director of Bonds  
2930 Gay Avenue  
San Jose, CA 95127  
408-828-2074  
[marc.freitas@arusd.org](mailto:marc.freitas@arusd.org)

**SECTION 1 INTRODUCTION ..... 5**  
**SECTION 2 SCOPE OF REQUIRED SERVICES..... 6**  
**SECTION 3 STATEMENT OF QUALIFICATIONS..... 7**  
**SECTION 4 SELECTION CRITERIA ..... 13**  
**SECTION 5 SUBMISSION GUIDELINES..... 15**

ATTACHMENT A AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES

ATTACHMENT B DESCRIPTION OF SERVICES TO BE PERFORMED BY  
CONSULTANT

**ALUM ROCK UNION SCHOOL DISTRICT**

2930 Gay  
Avenue  
San Jose, CA  
95127

**November 6, 2023**

**REQUEST FOR QUALIFICATIONS  
FOR CEQA CONSULTING SERVICES  
RFQ/P No. 2324-Bonds08**

Alum Rock Union School District ("District") is requesting qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide comprehensive and professional CEQA consulting services to the District for projects ("Project," "Projects" or "Project(s)") relating to the District's facilities development of its public schools including but not limited to: Russo/McEntee Academy; Sheppard Middle School; McCollam Elementary School; George Middle School; Adelante I Elementary School; Ocala Middle School; Cassell Elementary School; Fischer Middle School/Renaissance Academy; Adelante II Elementary School; Aptitude Elementary School; Renaissance at Mathson and San Antonio School. The comprehensive CEQA consulting services will include, but not be limited to: Provide all required studies, documentation, permits, and compliance services for Project Environmental Impact Report certification and environmentally-clear approval in accordance with regulatory requirements; ensure District compliance with CEQA; respond to responsible agency and public comments; attend and participate in any public hearings; serve as the District's environmental compliance advisor for public school site acquisition, expansion, and construction, coordinating with other consultants and potentially assisting in preparing reports for public hearings in alignment with relevant regulations.

Projects to be included will be maintenance projects, accessibility projects, modernization projects and additional projects defined by the Facilities Master Plan. The FMP will be finalized in the Fall of 2023.

At this time the District is requesting qualifications from respondents interested in being considered for the Projects noted above under this Program. The District will be selecting a pool of firms to supply the services based on the needs of the District, the respondent's expertise, experience and responses to the Scope of Services section of this RFQ/P, and if needed, the interview process.

No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered. Proposals received after the scheduled submittal deadline will be considered non-responsive and returned unopened. The consultant is responsible for the delivery of the proposal, if the proposal is delivered to the wrong office, by and delivery method, the consultant bears full responsibility. Proposals must bear original signatures and figures.

Respondents to this Request for Qualifications ("RFQ") should mail or deliver One (1) bound copies, One (1) unbound copy, and One (1) electronic copy on flash drive of their Statement of Qualifications ("SOQ"), as further described herein, to (ok)

Mr. Marc Freitas  
Director of Bonds  
2930 Gay Avenue  
San Jose, CA 95127  
408-828-2074

[marc.freitas@arUSD.org](mailto:marc.freitas@arUSD.org)

**ALL RESPONSE ARE DUE BY Thursday, November 30, 2023, 2:00 P.M.  
FAX OR EMAIL RESPONSES WILL NOT BE ACCEPTED.**

Questions must be submitted Mr. Freitas at [marc.freitas@arUSD.org](mailto:marc.freitas@arUSD.org) and Jie Liu at [jie.liu@cumming-group.com](mailto:jie.liu@cumming-group.com) on or before 12:00 P.M. on Wednesday, November 22, 2023. Answers will be emailed and posted on the District website by 3:00 P.M. on Monday, November 27, 2023.

Each SOQ must conform and be responsive to the requirements set forth in this RFQ/P.

**SOQ SUBMITTAL:** Mark envelope:  
**"Statement of Qualifications for CEQA Consulting Services  
RFQ/P No. 2324-Bonds08"**

## **I. INTRODUCTION**

Alum Rock Union School District (District") includes Alum Rock TK-8 schools, Alum Rock Elementary Schools and Alum Rock Middle Schools. The District is composed of twenty-two schools. All District campuses are located in San Jose, California. The District's voters approved bond Measure I in June 2016 and Measure S in November 2022.

### **A. LIMITATIONS**

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

The District reserves the right to reject any or all SOQs, to waive any irregularities or informalities not affected by law, to evaluate each SOQ submitted, and to award a contract, if any, according to the SOQ which best serves the interest of the District at a reasonable cost to the District. Further, the District reserves the right to reject any and all SOQs and to negotiate contract terms with one or more respondent firms for one or more of the work items.

The Respondent's SOQ package, and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned.

### **B. FULL OPPORTUNITY**

The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), Disabled Veterans Business Enterprises ("DVBE"), and minority business enterprises shall be afforded full opportunity to submit SOQs in response to this RFQ/P and no qualified person will be discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status in any consideration leading to the award of the contract.

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

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no person, or entity responding to this RFQ/P, 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/P, the evaluation or selection process/or the award of the contract(s) with any member of the District's Board of Education ("Board"), selection committee members, or any member of the Citizens' Oversight Committee, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification of the CEQA consulting services entity submitting a SOQ.

#### **D. POOL OF QUALIFIED APPLICANTS AND RECERTIFICATION**

The District will maintain a pool of qualified CEQA consulting services firms. Firms who 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.

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

Although the full scope of work shall be negotiated in the Professional Services Agreement, the CEQA consulting firm will be expected to be capable of fulfilling, at a minimum, the following:

- 1. Prepare all studies and documentation necessary to initiate, process, review, and ultimately obtain certification of a Project Environmental Impact Report or other appropriate environmental documentation (e.g. Negative Declaration) and all required permits that will environmentally-clear approval and implementation of the Project in compliance with CEQA and all applicable environmental requirements, including but not limited to CEQA and all applicable environmental laws, regulations, and requirements emanating from the Environmental Protection Agency ("EPA"), Cal/EPA, Air Quality Management District, State of California and Regional Water Quality Control Board, California Department of Transportation ("Caltrans"), California Department of Fish & Game, and other local agencies, as applicable. These include without limitation permits required by utility companies, state and local fire marshals, Caltrans, California Department of Fish and Game, and other local agencies. Such documentation will include an initial study, notices, mailings, technical reports, exhibits, the Draft and Final EIR (if necessary), findings, approval documents, mitigation monitoring plan, and other documentation, and studies, as required to complete the CEQA process. Services will likely include, but are not limited to, the following:**

- a) Conduct appropriate scoping activities to identify issues and define the proposed Project and alternatives for analysis; meet on an ongoing basis as appropriate with community and affected agency representatives, district administrators, master planners, and associated consultants already under contract at District; prepare, maintain and implement a CEQA processing schedule to assure efficient and timely preparation and processing of the appropriate environmental clearance, and if necessary, the EIR;
- b) Prepare and distribute the initial study and notice of preparation;

- c) Prepare administrative draft environmental documents;
  - d) Prepare and circulate draft environmental documents;
  - e) Assist in conducting public hearings and meetings, as required;
  - f) Prepare administrative EIR document;
  - g) Present draft and final report to the Board; and
  - h) Prepare the Final EIR with responses to comments, findings of fact and statement of overriding considerations (if applicable), mitigation monitoring program, certifying resolution, notice of determination and related documentation.
- 2. Ensure that the District fully complies with CEQA with respect to the Project, including, without limitation, all procedural requirements and notices as part of the CEQA process for a public school project.**
  - 3. Respond to responsible agency and public comments concerning the environmental impacts of the Project.**
  - 4. Attend and participate in any public hearings.**
  - 5. Serve as District's advisor for the Project with regard to compliance with all laws and regulations concerning the environment, which are applicable to the acquisition or expansion of a public school site and the construction of a public school or public school facilities, including without limitation, Public Resources Code section 21000 et seq., Government Code section 65402, and Education Code section 17210 et seq. Consultant shall coordinate its work with the District's other consultants, without limitation, including any Environmental Assessor retained by the District. In addition, the Consultant may be requested to prepare or assist the District with preparing a report to be utilized at a public hearing in furtherance of Education Code section 17211.**

### **III. STATEMENT OF QUALIFICATIONS**

#### **SUBMITTAL FORMAT**

Firms responding to this RFQ/P must follow the format below. Material must be in 8-1/2 x 11inch format, with a font no less than 11 point, and total no more than 15 (fifteen) pages, not including the cover letter, table of contents, divider tabs, resumes, and fee schedules. Each SOQ & Proposal shall include a Front Cover stating the following: "Statement of Qualifications and Proposals" for [FIRM NAME] for CEQA Consulting Services in Response to Alum Rock Union School District RFQ/P 2324 Bonds-08.

Submittals are to be made in sealed packages with the name of the responding firm clearly marked on the outside of each package.

Submittals shall include divider tabs labeled with boldface headers below; e.g. the first tab would be entitled "**Cover Letter**", the second tab entitled "**Relevant Qualifications**", etc.

**Provide One (1) bound copies, One (1) unbound copy, and One (1) electronic copy delivered on compact disc or flash drive.**

The unbound copy shall be marked "Copy for Reproduction", and shall be formatted as follows:

- No divider sheets or tab.
- Pages with proprietary information removed.
- A cover sheet listing the firm's name, the total number of pages, and identifying those pages that were removed due to proprietary information.

The electronic copy will only be accepted via flash drive in the following programs: Microsoft Office Suite or PDF.

Each submission package will be reviewed to determine its completeness prior to the actual evaluation. If a respondent does not respond to all categories requested, the respondent may be disqualified from further consideration.

**1. Cover Letter (maximum of 2 pages)**

- This should be a letter of introduction signed by an authorized officer of the firm. If the firm is a joint venture, duplicate the signature block and have a principal or officer sign on behalf of each party to the joint venture.
- Firm name.
- Address, include any branch office address and point of contact.
- Telephone number.
- Facsimile number.
- E-Mail address.
- Identify team.
- Include a brief description of why your firm is well suited for, and can meet, the District's needs.
- Clearly identify the individual(s) who are authorized to speak for the firm during the evaluation process.
- Summarize qualifications most relevant to this Project.
- **Must include one of the following statements:**

***[INSERT FIRM'S NAME] received a copy of the District's standardized form of Agreement for Professional Services ("Agreement") attached as Exhibit "A" to the RFQ/P. [INSERT FIRM'S NAME] has reviewed the***

***indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT FIRM'S NAME] has no objections to the use of the Agreement."***

**Or**

***[INSERT FIRM'S NAME] received a copy of the District's standardized form of Agreement for Professional Services ("Agreement") attached as Exhibit "A" to the RFQ/P. [INSERT FIRM'S NAME] has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT FIRM'S NAME] has no objections to the use of the Agreement other than as follows: [INSERT]."***

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

## **2. Firm Information**

Respondent must provide the following for itself and for any and all other firms with which it will joint venture or associate on this Project:

- Company name.
- Address.
- Telephone.
- Fax.
- Website.
- Name and email of main contact.
- Federal Tax I.D. Number.
- License or Registration Number.
- Type of organization/business structure (ownership, legal form, i.e. corporation, partnership, etc., and senior officials of company). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm.
- Certificate(s) of Insurance identifying the firm's current insurance coverages.
- Number of professional employees and support staff (licensed professionals, technical support).
- Location of nearest branch office where the bulk of services solicited will be performed and number of professional employees located there.
- Statement affirming the firm's capacity to provide the required insurance coverage.
- 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.
- Any State of California certification for your firm of Small Business or Disabled Veteran Business Enterprise status.

- How sub-consultants are generally used by your firm and to what extent work is performed in-house versus by a sub-consultant.
- How sub-consultants will be utilized on the Program and/or project(s) within the Program and to what extent work will be performed in-house.

### **3. Qualifications of Consultant**

Respondent must state its qualifications for the anticipated scope of work and its experience with projects of comparable size and complexity. In particular, respondent shall provide any experience applicable to public school projects, including new buildings, additions to existing buildings, modernization, renovation, site features, paving, sidewalks/quads and school expansion projects. Each Proposal must also include evidence that the respondent is properly licensed for the scope of work for which the proposal is submitted.

Respondent shall identify and provide resumes for the key personnel that will staff the Project. Resumes shall include specific qualifications and recent related experience providing similar services for the scope of work for which the Proposal is submitted, including but not limited to: Education, Training & Professional Certifications; project experience with focus on K-12 qualifications (include school district/community college, project name, construction value, project type; and a list of references with contact names and phone numbers for at least five (5) projects with public school experience.

### **4. Relationship to Outside Governmental Agencies**

Depending upon the project, respondent may be required to assist the District in working with various outside governmental agencies, including but not limited to, Environmental Protection Agency ("EPA"), Cal/EPA, Air Quality Management District, State of California and Regional Water Quality Control Board, California Department of Transportation ("Caltrans"), California Department of Fish & Game, and other local agencies.

### **5. Fee Proposal**

Provide a lump-sum proposal for CEQA consulting services at each of the referenced sites. Provide a Schedule of fully burdened Hourly Rates, personnel costs for supplemental services during design and construction, including coordination with the District's Architectural and Engineering teams. Include all required insurance and overhead costs.

### **6. Time for Performance**

Respondent shall include a proposed schedule for performing the above-referenced first phase services for which Respondent is submitting its Proposal.

### **7. Capacity**

Respondent must indicate the individual or firm's proximity to the District and availability to accomplish the work for which the Proposal is submitted.

**8. Sub-consultants**

Respondent shall list any sub-consultants anticipated, along with their specific tasks and references.

**9. Litigation History**

Respondent shall list any construction-related litigation in the last five (5) years, filed either by an owner, owner's consultant, or contractor, against the individual or firm.

**10. References**

Respondent shall describe its work in the past five (5) years that is similar or comparable. Respondent shall provide as references a primary contact person, with current address and telephone number, for each project of equivalent size on which applicant has provided consulting services within the past three (3) years. Respondent shall have no less than five (5) relevant references of past clients. Not all references need to be within the past three (3) years, but a reference must be provided for each project within the past three (3) years. For each reference provided, in addition to the primary contact person with current address and telephone number, Respondent shall also include the name of the district, the scope of services provided, and the name of construction manager (if applicable).

References may be contacted to attest to the respondent's ability to perform the described services.

**11. Conflict of Interest**

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

**INDEMNIFICATION**

To the furthest extent permitted by California law, Respondent shall, at its sole expense, defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from and against any and all demands, losses, liabilities, claims, suits, damages, costs, expenses, judgments and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, bodily injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement or from any activity, work, or thing done, permitted, or suffered by the Respondent in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the District. The District shall have the reasonable right to accept or reject any legal representation that Respondent proposes to defend the Indemnified Parties.

## **INSURANCE**

The selected respondents will be required to provide insurance coverage in the amount of \$2,000,000 of General Commercial Liability Insurance with coverage of owned and non-owned vehicles included, \$1,000,000 of Professional Liability Insurance to cover all services provided and Workers' Compensation coverage as required by law. This amount of insurance coverage shall be reflected in the respondent's professional fee.

## **IV. SELECTION CRITERIA**

Criteria for selection of each respondent will include the following without limitation:

1. Adherence to the specified format.
2. Completeness of the Proposal.
3. Acceptable and verifiable references.
4. Experience, professional, and technical expertise of staff.
5. Experience with similar California K12 public school construction, renovation, and/or modernization project(s) of comparable scope and complexity.
6. Experience meeting requirements of Division of State Architect for project approvals of California school projects.
7. Availability of staffing for the Project and the level of service and support.
8. Fee requirements and cost of the services.
9. Ability to maintain positive interpersonal relationships with all the Project and school community participants.
10. If the respondent is a firm, whether the District will deal with a principal or principals of the firm throughout the Projects.

## **DISTRICT'S EVALUATION PROCESS**

Responses will be reviewed for responsiveness and evaluated pursuant to the above-listed objective criteria, with particular attention to, without limitation, each respondent's qualifications and demonstrated competence in providing like services. The District may establish a pool of qualified applicants, and may elect to interview respondents prior to establishing a pool.

After submissions are evaluated and/or ranked, the District, at its sole discretion, may elect to interview the top proposer(s). The District may elect to interview one or more proposer. Adequate time will be allowed for presentation of qualifications followed by questions and answers.

If a commitment is made, it will be to the most qualified respondent(s) with whom the District is able to negotiate successfully the terms and conditions of the required agreement documents.

Final selection of a proposer, terms and conditions of any and all agreements and authority to proceed with the services for which the Proposal was submitted shall be at the discretion of the District.

The selection committee will recommend the most qualified proposer to the District's Board. After selection by the Board, District staff will commence negotiations with the best qualified proposers.

If the District is unable to successfully negotiate a satisfactory agreement with terms and conditions the District determines to be fair and reasonable, the District may then commence negotiations with the remaining qualified proposers in sequence until an agreement is reached or determination is made to reject all Proposals.

#### **FINAL DETERMINATION AND AWARD**

The District is not obligated to explain any deficiencies in responses, nor accept requests for justification from firms not selected for an interview. The District reserves the right to contract with any entity responding to this RFP as described above for all or portions of the above-described Project, to reject any response as non-responsive, and not to contract with any firm for the services described herein. The District makes no representation that participation in the RFP process will lead to selection for participation in an interview, an award of contract or any consideration whatsoever. The award of a contract is at the sole discretion of the District, acting through its Board. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any proposal in response to this RFQ/P. The selected entity(ies), if any, will be required to sign an agreement based on the District's form of agreement for independent consulting services attached hereto as **Attachment A**.

#### **ASSIGNMENT**

Any contract resulting from this RFQ/P and any amendments or supplements thereto shall not be assignable by the successful consultant either voluntarily or by operation of law without the written approval of the District.

#### **PUBLIC RECORD**

To the extent that the proposals submitted in response to this RFP are public records under California law, they may be released if requested by members of the public.

#### **RFP RESPONSE SCHEDULE SUMMARY**

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

**V. SUBMISSION GUIDELINES**

**Each SOQ must conform and be responsive to the requirements set forth in this RFQ/P.**

The District reserves the right to waive any informalities or irregularities in received Submittals. Further, the District reserves the right to reject any and all SOQs and to negotiate contract terms with one or more respondent firms for one or more of the work items.

**RFQ/P RESPONSE SCHEDULE SUMMARY:**

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

<b>DATE</b>	<b>EVENT</b>	<b>TIME DEADLINE</b>
Monday, November 6, 2023	Release and advertisement of RFQ/P No. 2324-Bonds08	4:00 P.M.
Wednesday, November 22, 2023	Deadline for submission of written questions to District concerning RFQ/P No. 2324-Bonds08	12:00 P.M.
Monday, November 27, 2023	Responses to questions to be posted to District Website.	3:00 P.M.
Thursday, November 30, 2023	Deadline for all submissions in response to RFQ/P No. 2324-Bonds08	2:00 P.M.
December 14th 2023	Board of Trustee Approval	

**WE THANK YOU FOR YOUR INTEREST IN THESE EXCITING PROJECTS!**

**ATTACHMENT "A"**

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

**ATTACHMENT "B"**  
**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

Consultant's entire Proposal is **not** made part of this Agreement, it may be attached for reference.