

**Oakland Unified School District
Department of Facilities Planning and Management
955 High Street Oakland CA 94601**

REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ/P)

CEQA Consulting Services

New Classroom Building and Modernization Project

for Melrose Leadership Academy at the Maxwell Park Elementary School Site

4730 Fleming Avenue, Oakland CA 94619

Project #22126

September 27, 2024 (Issued)

Responses must be received October 17, 2024, no later than 2:00 p.m.

The Oakland Unified School District ("District") is requesting proposals from experienced firms, partnerships, corporations, associations, persons or professional organizations ("Consultants") to provide services in accordance with the provisions of the California Environmental Quality Act ("CEQA") associated with the New Classroom Building and Modernization Project for the Melrose Leadership Academy at the Maxwell Park Elementary School Site.

Interested firms are invited to submit a complete Statement of Qualifications ("SOQ") and a detailed Fee Proposal (collectively "RFQ/P Packet") as described below of the requested materials with a cover letter addressed to:

Oakland Unified School District
Kenya Chatman, Executive Facilities Director
Department of Facilities Planning and Management
955 High Street, Oakland, CA 94601

Oral, telegraphic, facsimile, or telephone RFQ/P Packets will not be accepted. RFQ/P Packets received after this date and time will not be accepted. The District reserves the right to waive any informalities or irregularities in the RFQ/P Packets. The District also reserves the right to reject any and all RFQ/P Packets and to negotiate contract terms with one or more Respondents.

The District will only accept electronic Proposals sent via email in lieu of hard copies. Proposals received by the District no later than 2:00 PM (Pacific Time) on October 17, 2024 via email will be accepted (to Juanita Hunter at juanita.hunter@ousd.org and the contact persons below).

If you have any questions regarding this RFQ/P and/or submitting proposal electronically, please email Kenya Chatman at kenya.chatman@ousd.org and cc: to Colland Jang at colland.jang@ousd.org

LOCAL, SMALL LOCAL AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM

District Modification: Based on the availability analysis conducted for CEQA Consulting Services, the District has waived its mandatory Local Business Utilization Policy requirement for LBE/SLBE/SLRBE certifications for this RFQ/P.

RFQ/P for CEQA Consulting Services
for Melrose Leadership Academy at the Maxwell Park Elementary School Site

FULL OPPORTUNITY

The District hereby affirmatively ensures that Disadvantaged Business Enterprises (“DBE”), Small Local Business Enterprise (“SLBE”), Small Emerging Local Business Enterprise (“SELBE”) and Disabled Veterans Business Enterprise (“DVBE”) firms shall be afforded full opportunity to submit qualifications in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender, transgender status, political affiliation, or religion in any consideration leading to the award of contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award.

SCHEDULE OF ACTIVITIES

Listed below is the “Schedule of Activities” which outlines pertinent dates of which firms responding to this solicitation should make themselves aware.

DATE	ACTIVITY
September 27, 2024	RFQ/P Issued.
October 7, 2024	Non-mandatory Pre-proposal Meeting via Zoom.
October 10, 2024	Written requests for interpretation, corrections or modifications are due by 4:00 p.m. (Pacific Time).
October 14, 2024	District will provide written responses with an Addendum to requests for clarification.
October 17, 2024	Proposals Due by 2:00 p.m. (Pacific Time)
December 11, 2024	Board Meeting – tentative approval of Contract
December 12, 2024	Tentative Notice to Proceed

PRE-PROPOSAL ZOOM MEETING

Victor Manansala is inviting you to a scheduled Zoom meeting.

Topic: MLA - CEQA RFP Meeting

Time: Oct 7, 2024 10:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://ousd.zoom.us/j/87137077728?pwd=4hwjI0pPBbQObZ0kP59FMZjnjHP66d.1>

Meeting ID: 871 3707 7728
Passcode: 189097

One tap mobile
[+13602095623,,87137077728#](tel:+13602095623,,87137077728#) US
[+13863475053,,87137077728#](tel:+13863475053,,87137077728#) US

Dial by your location • +1 360 209 5623 US • +1 386 347 5053 US • +1 507 473 4847 US
• +1 564 217 2000 US • +1 646 558 8656 US (New York) • +1 646 931 3860 US • +1 669
444 9171 US • +1 669 900 9128 US (San Jose) • +1 689 278 1000 US • +1 719 359 4580
US • +1 253 205 0468 US • +1 253 215 8782 US (Tacoma) • +1 301 715 8592 US
(Washington DC) • +1 305 224 1968 US • +1 309 205 3325 US • +1 312 626 6799 US
(Chicago) • +1 346 248 7799 US (Houston)

Meeting ID: 871 3707 7728
Find your local number: <https://ousd.zoom.us/j/87137077728>

CONSTRUCTION BUDGET:
\$22.2 Million

ESTIMATED PROJECT SCHEDULE:
Board of Education Meeting to approve LLB Contract: October 25, 2024
Construction Duration for New Classroom Building: Nov 2025 – Dec 2026
Construction Duration for Building “A” Renovation: June 2026 – June 2027
Construction Duration for Portables: June 2027 – August 2027

REQUEST FOR STATEMENT OF QUALIFICATIONS AND FEE PROPOSALS

The purpose of this RFQ/P is to solicit statement of qualifications and fee proposals from companies that provide CEQA services for the New Classroom Building and Modernization Project for the Melrose Leadership Academy at the Maxwell Park Elementary School Site.

A. PROJECT DESCRIPTION

- Construction of a new 2-story building, Building “B” which includes but not limited to 6 new classrooms, 6 new restrooms and auxiliary spaces.
- Renovation of the existing Building “A” including but not limited to HVAC and structural upgrades.
- Bid Additive Alternate: Remove portables R2 and R3. Relocate existing portables R5 and R6 to the R2 and R3 locations. Provide new utility hook-ups. Provide allowance for storm water treatment.

B. REFERENCE DOCUMENTS:

Reference documents including the 100% Schematic Design can be found at the following link:

<https://drive.google.com/drive/folders/0AN8rEibCteoFUK9PVA>

Access will be granted upon request.

C. BASIC SERVICES

The Consultant agrees to provide the Services described below:

- 1.** The Consultant shall be responsible for the professional quality and technical accuracy of all reports and other services furnished by the Consultant under the Agreement as well as design and existing conditions coordination. The Consultant shall, without additional compensation, correct or revise any errors or omissions in its reports and other services.
- 2.** The Consultant will use all due care and diligence to confirm that its reports and all other information provided by or on behalf of the District discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. The Consultant shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design and construction. The Consultant shall track for District's benefit all such suggested and disclosed information.
- 3. Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided under this Agreement, upon the District's request, the Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Consultant's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

D. INSURANCE

Insurance (Mandatory Requirements). Attach a letter from your insurance company or a certificate of liability insurance ("ACORD") indicating your firm's ability to provide insurance as required in the attached agreement, including but not limited to the following:

- 1.** A.M. Best financial strength rating (FSR) of A- or better.
- 2.** Commercial General Liability Insurance: Commercial general Liability Insurance shall be at least as broad as Insurance Services office General Liability Coverage (Occurrence Form CG 0001), with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage/ Two Million Dollars (\$2,000,000) aggregate.
- 3.** Automobile Liability Insurance: Automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto), with coverage limits of at least One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit and Two Million Dollars (\$2,000,000) in the aggregate.
- 4.** Workers' Compensation and Employer's Liability Insurance: The selected Architect shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on the Project, in accordance with the "Workers Compensation and Insurance Act," Division IV of the California Labor Code. The selected Architect shall provide employer's liability insurance in the amount of at least One Million Dollars (\$1,000,000) per accident for

bodily injury and disease.

5. Errors and Omissions Insurance: errors and omissions insurance on an claims made basis with a limit of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate with a deductible in an amount not to exceed the sum of Ten Thousand Dollars (\$10,000.00).
6. All insurance will be in a form and with insurance companies acceptable to the District.
7. Policy Endorsement that names Oakland Unified School District as an Additional Insured
8. Insurance carriers shall be qualified to do business in California and maintain an agent for process within the State.

E. STATEMENT OF WORK

1. Categorical CEQA Exemption

- 1.1 It is the District's initial assessment that a Class 1 Categorical CEQA Exemption (pursuant to Section 15301(d) of the CEQA statute) could be applied to the voluntary seismic retrofit of the existing Building "A" and a Class 14 Categorical CEQA Exemption (in accordance with Section 15314 of the CEQA statute) could be applied to where an addition does not increase student capacity by more than 25% or ten classrooms.
- 1.2 The District is requesting proposals that provide an analysis that provides substantial evidence to support the use of the aforementioned exemptions and determine if any exceptions per CEQA Statute Section 15300.2 would apply to preclude the use of the exemptions.
- 1.3 The CEQA Consultant shall, as part of this scope of services, assist the District in filing a Notice of Exemption with the County of Alameda.

2. Negative Declaration/Mitigated Negative Declaration

- 2.1 The CEQA Consultant shall determine with certainty that there is no possibility that the project activities could have a significant or even potentially significant effect on the environment. This would include an analysis of whether the Project's multiple components of work would result in significant cumulative effects.
- 2.2 Should the Consultant's analysis and findings not support a Categorical CEQA Exemption, then the Consultant shall uptake a Preliminary CEQA Analysis which shall include an Initial Study. In this instance, the District would consider whether a Mitigated Negative Declaration could be used in addressing potentially significant effects.
- 2.3 The CEQA Consultant shall, as part of this scope of services, assist the District in preparing a Negative Declaration or a Mitigated Negative Declaration. CEQA Consultant shall also assist the District in filing the Notice of Determination to the State of California's Office of Planning and Research ("OPR") and County of Alameda.

F. DELIVERABLES

The progress and final reports shall be submitted via email in PDF format.

G. STATEMENT OF QUALIFICATIONS AND FEE PROPOSAL

1. General Information / Instructions - Statement of Qualifications

- 1.1.** The District is inviting Statements of Qualifications and Fee Proposals for the "Project" which shall require coordination, administration, consulting and advice, and related services.
- 1.2.** The District seeks to identify firms with a record of excellence in efficient planning and project delivery. The firms must have extensive experience related to educational facilities, and CEQA policies and procedures.
- 1.1.** The Statement of Qualifications must contain all requested information about the firm and must be on no larger than 8 1/2 x 11 paper and no more than fifteen (15) printed pages in length. The 15-page limit (as if printed single sided) shall cover Sections 2.1 thru 2.4 below. Statement of Qualifications should be complete and prepared to provide an insightful, straightforward, and concise overview of the capabilities of firm. Additional information about the firm and/or personnel may be placed in an Appendix which would not count against the 15-page limit.

2. Content – Statement of Qualifications

- 2.1. Letter of Interest** - A dated Letter of Interest must be submitted, including the legal name of the firm(s), address, telephone, email address(es) and fax numbers, and the name, title, and signature of the person(s) authorized to submit the Statement of Qualifications on behalf of the firm. The Letter of Interest should provide a brief statement of firm's experience indicating the unique background and qualities of the firm, its personnel, and its sub-consultants, and what will make the firm a good fit for work in the District. The letter shall also include the following statements:

"[RESPONDENT'S NAME] received a copy of the District's Agreement attached as **EXHIBIT A** to the RFQ/P. [RESPONDENT'S NAME] has reviewed the indemnity provisions in **EXHIBIT A** and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, [RESPONDENT'S NAME] has no objections to the use of the Agreement."

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.

2.2 Firm Information

Narrative – Provide a narrative of services offered by firm. The narrative should include all of the following:

- 2.2.1** Provide a brief history of firm, team firms, and, if a joint venture, of each participating firm. Identify legal form, ownership, and senior

officials of company(ies). Describe number of years in business and types of business conducted.

2.2.1 Describe staffing capacity and resources to perform the scope of work. Provide resume(s) of those to be assigned to the Project as the Project Manager and/or Assistant(s) in an Appendix.

2.2.3 Discuss the firm's/team's ability to meet schedules for comparable projects, firm's schedule management procedures, and how the firm has successfully handled potential agency approval delays.

2.2.4 Identify K-12 projects performed by firm in the past three (3) years. Limit response to no more than the twenty (20) most recent projects. Please include the following information for each project:

2.2.4.1 Name of project and district,

2.2.4.2 Scope of projects, description of services provided,

2.2.4.3 Contact person, email address, and telephone number

2.2.4.4 Firm person in charge of each project,

2.2.4.5 Construction dollar value of each project.

2.2.5 Scope of Work

Provide a detailed description of the services provided into sections including but not limited to statement of work described in Section E.

2.3 Litigation. Provide information on litigation arising from firm's projects, if any, in the past five (5) years. State the issues in the litigation, the status of litigation, names of parties, and outcome.

2.4 Professional Fees

Firms shall provide a detailed fee proposal in accordance with the following:

2.4.1 Submit a Base Fee for scope covering a Categorical CEQA Exemption. Include an Additive Alternate Fee for scope to cover a Negative Declaration/Mitigated Negative Declaration, if applicable, based on Consultant's independent analysis and findings.

Include a line item for a 10% contingency to the proposed fee. The proposed fee with the 10% contingency will be considered the not-to-exceed fee for the Project. The contingency will be to cover potential additional services and shall be subject to District approval.

Breakdown of Fee Proposal shall be submitted as follows:

- 1.** Proposed Fee with a detailed hourly breakdown by task
- 2.** Contingency of 10% of Proposed Fee
- 3.** Not-to-Exceed Fee (Proposed Fee plus 10% Contingency)

2.4.2 Provide a detailed schedule of the Consultant's and Sub-consultant's hourly billing rates and a breakdown of associated costs for all tasks proposed (including contingency costs per task). Also note the time period that the fee schedule would apply and shall include the period covering the project duration.

2.4.3 The District reserves the right to negotiate different rates submitted

with the RFQ/P prior to the execution of the agreement.

- 2.5 Additional Data** - Provide additional information about the firm as it may relate to the Statement of Qualifications. Include any data that may assist the District in understanding firm's qualifications and expertise. This additional data shall be in an Appendix and will not be counted in the fifteen page limit.

H. DISTRICT'S EVALUATION / SELECTION PROCESS – STATEMENT OF QUALIFICATIONS

1. The District may, at its discretion, interview some or all of those firms submitting a Statement of Qualifications.
2. The District may check references, and may perform investigations of firm that extend beyond the information in the proposals. The District may conduct interviews of firms. Any firm(s) selected for interviews must make available for interview the key personnel it intends to assign to the District's Project(s).
3. Submittals will be opened privately to assure confidentiality and avoid disclosure of the contents to competing respondents prior to and during the review, evaluation and negotiation processes. However, to the extent that the submittals are public records under California law, the submittals may be released to the public if requested by members of the public.
4. Submittals will be reviewed for responsiveness and evaluated pursuant to established objective criteria, with particular attention to, without limitation, each respondent's qualifications, demonstrated competence in like construction, and the Firm's ability to integrate its personnel with the District's staff and consultants.
5. After the submittals are evaluated and/or ranked, the District, at its sole discretion, may elect to interview the top Firm(s). The District may elect to interview one or more Firms. Interviews are tentatively scheduled as indicated above. Adequate time will be allowed for presentation of qualifications followed by questions and answers.

I. FINAL DETERMINATION AND AWARD

1. The District reserves the right to contract with any entity responding to this RFQ/P, to reject any proposal as non-responsive, and not to contract with any firm for the services described herein. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District reserves the right to reject any or all submissions, to request further information, to negotiate with any firm, to extend the submission deadline, or to amend or cancel in part or in its entirety this RFQ/P. This RFQ/P does not commit the District to award a contract or to reimburse any firm for costs incurred in submitting a proposal.
2. The awarding of contract(s) is at the sole discretion of the District. The District may, at its option, determine to award contracts only for portions of the scope of work. In such case, the successful proposing firm will be given the option not to agree to enter into the Agreement and the District will retain the right to negotiate with any other proposing firm selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, the District will retain the right to enter into negotiations with any other Respondent responding to this RFQ/P.

3. The RFQ/P packet, 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. This RFQ/P does not commit the District to negotiate an agreement with any proposing firm or individual. All materials submitted in response to this RFQ shall become the property of the District and shall be considered a part of public record.

END OF RFQ/P