

**SAN RAFAEL CITY SCHOOLS
REQUEST FOR QUALIFICATIONS (RFQ) # 23-05
SURVEYING & ASSOCIATED SERVICES FOR PROJECTS AT
San Rafael High School, Terra Linda High School, Davidson Middle School,
Venetia Valley Middle School, Glenwood Elementary School, Laurel Dell
Elementary School, San Pedro Elementary School, Short Elementary School &
SRCS Corp Yard.**

NOTICE IS HEREBY GIVEN that San Rafael City Schools ("District") is seeking qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide professional surveying and associated services for selected projects under the District's Measures B & C Bond Program. Qualified firms will need to be able to complete site surveys, including underground utility surveys and coordinate with the District's architectural and engineering consultants in preparation of construction documents at the District's properties, including San Rafael High School, Terra Linda High School, Davidson Middle School, Venetia Valley Middle School, Glenwood Elementary School, Laurel Dell Elementary School, San Pedro Elementary School, Short Elementary School & SRCS Corp Yard.

Respondents to the RFQ should email their Submittals (one Copy for Review & one Copy for Reproduction) to: phyllis.silverstein@vpcsonline.com & cc will@greystonewest.com. The email title should be: SRCS – RFQ #23-05. Please address the RFQ to:

**Bob Marcucci, Assistant Superintendent of Business Services
SAN RAFAEL CITY SCHOOLS
310 Nova Albion Way
San Rafael, CA 94080**

ALL RESPONSES ARE DUE BY 3:30 P.M. ON FRIDAY, APRIL 21ST 2023. Only email submissions will be accepted. Submittals received after this date and time will not be accepted.

Questions regarding the RFQ may be directed in writing to **Phyllis Silverstein** at phyllis.silverstein@vpcsonline.com and cc'd to will@greystonewest.com and must be submitted in writing on or by **3:30 P.M. ON WEDNESDAY, April 12th, 2023.**

Each Submittal must conform and be responsive to the requirements set forth in the RFQ. District reserves the right to waive any informalities or irregularities in received Submittals. Further, District reserves the right to reject any and all Submittals and to negotiate contract terms with one or more Respondents for any portion of the services. District retains sole discretion to determine issues of compliance and to determine whether any Respondent is responsive, responsible, and qualified.

I. RFQ RESPONSE SCHEDULE

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

DATE/TIME	EVENT
Friday, March 29th 2023	Release of RFQ.
<u>Wednesday, April 12th 2023</u> at 3:30 P.M.	Deadline to receive written questions from Respondents.
Friday, April 14th 2023	Deadline for District to issue Addenda to answer questions / clarifications.
<u>Friday, April 21st, 2023</u>	Deadline for Submittals in response to RFQ.
Anticipated by <u>May 8th, 2023</u>	Notice to selected Respondent(s) for inclusion in pool and contract negotiation.

II. BACKGROUND

San Rafael City Schools ("District") is located in Marin County and services approximately 9,000 K-12 students. District's mission is to graduate responsible, productive, and environmentally aware citizens who have the academic and social skills necessary to contribute to a changing global society. We pride ourselves on our quality instructional program defined by a challenging and creative curriculum that serves our diverse population.

District is seeking experienced and proven firms to provide survey and associated services for selected projects under District's million Measures B & C Bond Program at San Rafael High School, Terra Linda High School, Davidson Middle School, Venetia Valley Middle School, Glenwood Elementary School, Laurel Dell Elementary School, San Pedro Elementary School, Short Elementary School & SRCS Corp Yard. This RFQ explains the services sought and generally outlines the requirements. District will use this RFQ to select a pool of qualified Respondents for future consideration.

III. SCOPE OF SERVICES

Any firm selected based on this RFQ process must be capable of providing full survey and associated services for any and all selected projects.

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 Professional Survey 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.

IV. FORM OF AGREEMENT

Respondent must be capable of executing and performing in accordance with District's form of Independent Consultant Agreement for Professional Survey Services ("Agreement"), which is distributed with this RFQ as **Attachment A** and incorporated herein by this reference. **Any proposed changes to the form of Agreement must be identified in Respondent's Submittal**; undisclosed change requests may not be entertained.

V. QUALIFIED POOL AND RECERTIFICATION

District will use this RFQ to maintain a pool of qualified Respondents for future consideration. Requests for recertification may be sent in District's sole discretion. Respondents who do not timely satisfy recertification requirements may be deleted from the prequalified pool, at sole discretion of District. Additional firms may be added to the pool, at District's sole discretion.

VI. LIMITATIONS

This RFQ is neither a formal request for bids, nor an offer by District to contract with any party responding to this RFQ. All decisions concerning selection will be made in the best interests of District. The awarding of a contract pursuant to this RFQ, if at all, is at sole discretion of District.

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

Submittals and any other supporting materials submitted to District in response to this RFQ will not be returned and will become the property of District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind District to protect the designated matter from disclosure.

Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, Submittals shall be held confidential by District and shall not be subject to disclosure under the California Public Records Act until after either: (1) District and the successful Respondent have completed negotiations and entered into an Agreement, or (2) District has rejected all Submittals. Furthermore, District will have no liability to Respondent or other party as a result of any public disclosure of any Submittal.

VII. FULL OPPORTUNITY

No Respondent 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 military and veteran status in any consideration leading to the award of the contract. District also affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), and Disabled Veterans Business Enterprises ("DVBE") shall be afforded full opportunity to respond to this RFQ.

VIII. 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 submitting in response 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 with any member of District, Governing Board, selection members, or any member of the Citizens' Oversight Committee. Any such contact shall be grounds for the disqualification of Respondent.

IX. RELATIONSHIP TO OUTSIDE GOVERNMENTAL AGENCIES

Depending upon the scope of work, Respondent may be required to assist District in working with various outside governmental agencies, including but not limited to, the following as applicable: City or County Planning Commissions and Departments, the Department of Toxic Substance Control ("DTSC"), the State Department of Education, the Division of the State Architect, and the Office of Public School Construction & California Geological Survey. Respondent shall discuss its relevant experience with these agencies.

X. SUBMITTAL REQUIREMENTS

A. Format

Respondents to this RFQ must comply with the following format requirements. Material must be in 8-1/2 x 11 inch page size format and submitted as an Adobe Acrobat file type (.PDF), hereafter "PDF". Submittals shall include bookmark tabs for each of the headers below; e.g. the first bookmark would be entitled "Cover Letter", the second tab would be entitled "Business Information", etc. Any and all appendices shall be bookmarked as well. Submittals shall be no more than twenty (20) pages in length. This page limitation excludes any covers sheets, divider sheets, and allowed appendices. **Submittals containing more than the authorized number of pages will not be considered.**

Provide two (2) electronic copies of the Submittal to the email address(es) identified above; one Copy for Review and one Copy for Reproduction".

- The copy marked "Copy for Reproduction" shall be formatted as follows:
 - 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.
- Both copies will only be accepted in PDF format.

B. Content

1. Cover Letter

Provide a letter of introduction signed by an authorized officer of Respondent. If Respondent 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.

Include in the cover letter all of the following:

- Brief description of why Respondent is well suited for, and can meet, District's needs.
- Identification of individual(s) who are authorized to speak for Respondent during the evaluation process.
- One (1) of the follow statements:

"[INSERT RESPONDENT'S NAME] received a copy of District's form of Independent Consultant Agreement for Professional Survey Services ("Agreement") attached as Attachment A to the RFQ. [INSERT RESPONDENT'S NAME] has reviewed the Agreement, including, without limitation, the indemnity provisions and insurance provisions. If given the opportunity to contract with District, [INSERT RESPONDENT'S NAME] has no objections to the use of the Agreement."

OR

"[INSERT RESPONDENT'S NAME] received a copy of District's form of Independent Consultant Agreement for Professional Survey Services ("Agreement") attached as Attachment A to the RFQ. [INSERT RESPONDENT'S NAME] has reviewed the Agreement, including, without limitation, the indemnity provisions and insurance provisions. If given the opportunity to contract with District, [INSERT RESPONDENT'S NAME] has objections to the use of the Agreement, all of which are identified in the Appendix to this Submittal."

A copy of District's form of Agreement is attached to this RFQ as **Attachment A**. To the extent Respondent has any objections to the form Agreement, Respondent must state the objection, and must provide a reasonable description of its requested change in response to the objection. **District will not entertain unidentified objections or vaguely described objections during any contract negotiation.** Objections may be attached as an Appendix to Respondent's response and will not count toward the page limit.

- Certification that no official or employee of District, nor any business entity in which an official of 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 District.
- Certification that no official or employee of Respondent has ever been convicted of an ethics violation.
- Evidence that Respondent is legally permitted to conduct business in the State of California and properly licensed (as applicable) for the scope of services.
- Above the signature(s) the following language: *"By virtue of submission, [INSERT RESPONDENT'S NAME] declares that all information provided in the Submittal is true and correct."*

2. Business Information

- Company name.
- Address.
- Telephone.
- Fax.
- Website.
- Name and email of main contact.

- Federal Tax I.D. Number.
- License or Registration Number (if applicable).
- Type of organization (e.g., corporation, partnership, etc.). 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.
- A brief description and history of Respondent, including number of years Respondent has been in business and date established under this name.
- Number of employees.
- Location of office where the bulk of services solicited will be performed.
- State of California certification of Small Business or Disabled Veteran Business Enterprise status, if any.
- How subconsultants are generally used by your firm and to what extent work is performed in-house versus by subconsultant(s).

3. Relevant Qualifications

Describe your firm's experience, expertise, and approach in the following areas:

1. Any professional associations the firm is a member of.
2. Topographic surveys
3. 3d digital modeling of topographic surfaces
4. Underground utility scoping and surveying, including overlay on topographic "CADD" files
5. Boundary & easement recovery / retracement surveying
6. Record of Survey maps & Corner Records
7. Setting of boundary monuments
8. Preparation of legal descriptions of and easement documents
9. FEMA flood certificates
10. Site area & slope calculations
11. Water supply utility infrastructure
12. ADA accessible path noncompliance identification
13. Aerial surveys
14. Construction staking surveys
15. Construction support services for design and engineer professionals.
16. Utilized CADD, BIM, and Land Development software
17. Proposed strategies for ensuring accurate & comprehensive topographical, 3d digital, &/or utility surveys
18. Strategies for unintrusive surveying of occupied school campuses
19. Strategies and experience working with outside governmental agencies identified above
20. Building pad certification
21. Utility investigations with nonconductive pipes and/or conduits / utilities lacking a lead wire

4. Relevant Project Experience

Provide information about prior professional survey services furnished by your firm in the last ten (10) years on a minimum of five (5) K-12 educational projects, and list the following for each project:

- District name and name of contact person, title, telephone number, and email address to be contacted for a reference.
- Project name and location.
- Beginning and end dates of project (i.e., Notice of Completion and DSA final certification).
- Square footage.
- Main program elements.
- Original budget, bid amount & final amount at close-out.
- Number of RFI's and Change Orders.
- Project delivery method utilized.
- Briefly state relevance of the project for consideration in this RFQ.
- Specify role of firm or individual if work was not exclusively by the firm (i.e., joint venture, association).
- Key individuals of the firm involved and their roles in the project.
- Any subconsultants that worked with the firm.

Identify any and all K-12 educational projects that have not been closed-out by DSA and provide explanation.

5. Proposed Project Team

Identify key team members, including subconsultants, and state their qualifications relevant to the scope of services and anticipated role in delivering the services. List dates of employment by your firm whether employed as an employee, independent contractor, subconsultant, or otherwise, and office addresses for each of the identified personnel. Describe for each his/her/their experience with public school construction projects, including identifying the projects for the past five (5) years. Provide all relevant licenses, registrations, educational credentials, and associations for each member of the project team.

If subconsultants are to provide any work, include a statement as to how this shall be organized, including identified roles and qualifications of subconsultants, if any. Respondent will be required to demonstrate long term relationships with any subconsultants.

District expects that the team shall remain intact through the duration of any contract. If a team member must leave, District reserves the right to approve that team member's replacement.

6. Litigation History

Provide a comprehensive five (5)-year summary of Respondent's litigation history (including arbitration and mediation) with any clients (current or previous). This includes current/ongoing matters. State the issues in the litigation, the status of the litigation, names of parties, and outcome. A Submittal failing to provide the requested information on litigation history, will be considered non-responsive.

7. Fee Proposal

Based on the anticipated scope of services, provide detailed fee information that will enable District to evaluate Respondent's pricing and, if selected, facilitate a fee negotiation. At a minimum, include proposed: hourly billing rates by position, staffing plan, and reimbursable schedule.

8. Appendix

Shall include:

- Executed Non-Collusion Declaration (**Attachment B**)
- Certificate(s) of Insurance identifying Respondent's current insurance coverages.

May include:

- Key team member resumes.
- Identification and explanation of any and all objections to the form of Agreement.
- List of previous clients the District may contact for interview; please provide most recently available contact information.

XI. SELECTION PROCESS

A. Selection Criteria

Each Submittal must be complete. Incomplete submittals will be considered nonresponsive and grounds for disqualification. District retains sole discretion to determine issues of compliance and to determine whether a Respondent is responsive, responsible, and qualified. District may elect to conduct interviews with some or all of Respondents.

The criteria for evaluating Respondents may include, without limitation, the following:

- Overall responsiveness of the Submittal;
- Experience and performance history of Respondent with similar services;
- Qualifications, experience, and results of proposed personnel;
- Value of services under proposed fees;
- References from clients; and
- Technical capabilities and track record of use.

District will identify Respondent(s) that can provide the greatest overall benefit to District and will identify Respondent(s) for inclusion in a qualified pool for consideration for future

contracts.

B. District Investigations

District may perform investigations of Respondents that extend beyond contacting the references identified in the Submittal. District may request a Respondent submit additional information pertinent to the review process. District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.

C. Interviews

District, at its sole discretion, may elect to interview one or more Respondents. If a Respondent is requested to come for an interview, the key proposed staff will be expected to attend the interview. **Any proposed changes to the form of Agreement attached hereto as Attachment A shall be provided with the Submittal and may be the subject of inquiry at the interview.**

D. Final Determination and Award

District reserves the right to contract with any entity responding to this RFQ for all or any portion of the services described herein, to reject any Submittal as nonresponsive, and/or not to contract with any Respondent for the services described herein. District makes no representation that participation in the RFQ process will lead to an award of contract or any consideration whatsoever. District reserves the right to contract with any person or firm not participating in this process. District shall in no event be responsible for the cost of preparing any Submittal in response to this RFQ, including any supporting materials.

Awarding of contract(s) is at sole discretion of District. District may, at its option, determine to award contract(s) only for portions of the scope of services identified herein. In such case, the successful Respondent(s) will be given the option not to agree to enter into the contract and District will retain the right to negotiate with any other Respondent selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, District will retain the right to enter into negotiations with any other Respondent to this RFQ.

XII. ADDITIONAL INFORMATION

A. Prevailing Wage

As a public entity, wages for all site teams require prevailing wage per the Department of Industrial Relations.

B. Project Schedule

Initial project surveys are anticipated to begin by the end of 2023.

WE THANK YOU FOR YOUR INTEREST!

ATTACHMENT A
Form of Agreement

Attached starting on next page.
