

**REQUEST FOR QUALIFICATIONS (RFQ)**  
**Santa Clara Unified School District**  
**Districtwide Ongoing Professional Services for**  
**DTSC Compliance and/or CEQA Compliance**  
**RFQ #21-22-005**

**ATTACHMENT A**  
**RESPONDENT QUALIFICATIONS STATEMENT**

1. RESPONDENT INFORMATION

1.1. Firm Name: \_\_\_\_\_

1.2. Address

Physical Office Location

Street Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Mailing Address (if different from above)

Street Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

1.3. Phone: (\_\_\_\_\_) \_\_\_\_\_

1.4. Fax: (\_\_\_\_\_) \_\_\_\_\_

1.5. Respondent's Principal contact(s)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

License No.: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

License No.: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

E-Mail: \_\_\_\_\_

1.6. Length of time in business providing Services: \_\_\_\_\_ years

1.7. Respondent Federal Tax ID No.: \_\_\_\_\_

## 2. QUESTIONNAIRE

A Respondent will not be deemed qualified if the answer to any of Questions 2.1 through 2.5 in this section results in a "not qualified" response. A "not qualified" response will result in the District's rejection of the RFQ Response for failure of the Respondent to meet minimum qualifications requirements. The District reserves the right to request the Respondent to furnish additional information or details relating to any of Respondent's responses to the following Questions. The District may, in the District's sole discretion, independently investigate the Respondent's responses to any of the following Questions. If any of the responses to Questions 2.6 through 2.26 is a "yes", the Respondent must set forth details in a separate attachment to this Qualifications Statement.

Unless otherwise indicated, the time period to which the following questions refer is ten years.

- 2.1. The Respondent Principal(s) has/have been licensed in the State of California for the past five years and currently possesses a valid California Professional License.

\_\_\_\_\_ Yes \_\_\_\_\_ No (not qualified)

- 2.2. The Respondent is able to maintain a commercial general liability insurance policy with coverage limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

\_\_\_\_\_ Yes \_\_\_\_\_ No (not qualified)

- 2.3. The Respondent maintains an automobile liability insurance policy with combined single coverage limits of at least \$1,000,000.

\_\_\_\_\_ Yes \_\_\_\_\_ No (not qualified)

- 2.4. The Respondent maintains a professional liability insurance policy with coverage limits of at least \$1,000,000 per claim and \$2,000,000 in the aggregate.

\_\_\_\_\_ Yes \_\_\_\_\_ No (not qualified)

- 2.5. The Respondent maintains current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code § 3700.

\_\_\_\_\_ Yes \_\_\_\_\_ No (not qualified)

- 2.6. Has your organization ever refused to sign a contract for Professional Services awarded to it?

\_\_\_\_\_ Yes \_\_\_\_\_ No

- 2.7. Has your organization ever failed to complete a contract for Professional Services?

\_\_\_\_\_ Yes \_\_\_\_\_ No

- 2.8. Has your organization ever been declared in default under a contract for Professional Services?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
- 2.9. Has your organization been a party to a contract for Professional Services, which was terminated by the project owner for the convenience of the project owner?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
- 2.10. Has your organization been a party to a contract for Professional Services which was terminated by the project owner for your organization's default or breach of obligations thereunder?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
- 2.11. Has a lawsuit ever been filed by a public or private project owner against your organization for damages, losses or other liabilities arising out of project services provided by your organization?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
- 2.12. Has a lawsuit ever been filed by a contractor or subcontractor against your organization for damages, losses or other liabilities arising out of Professional Services provided by your organization?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
- 2.13. Have arbitration proceedings ever been filed by a public or private project owner against your organization for damages, losses or other liabilities arising out of Professional Services provided by your organization? \_\_\_\_\_ Yes \_\_\_\_\_ No
- 2.14. Have arbitration proceedings ever been filed by a contractor or subcontractor against your organization for damages, losses or other liabilities arising out of Professional Services provided by your organization?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
- 2.15. Have mediation proceedings ever been filed by a public or private project owner against your organization for damages, losses or other liabilities arising out of Professional Services provided by your organization?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
- 2.16. Have mediation proceedings ever been initiated by a contractor or subcontractor against your organization for damages, losses or other liabilities arising out of Professional Services provided by your organization?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
- 2.17. Has your organization or any principal/equity owner of your organization been subject to any legal judgments or arbitration awards, whether or not such legal judgments or arbitration awards arise out of Professional Services?

\_\_\_\_\_ Yes \_\_\_\_\_ No

2.18. Are there currently any pending, unsatisfied judgments or arbitration awards against your organization or any of the equity owners of your organization?

\_\_\_\_\_ Yes \_\_\_\_\_ No

2.19. Has any insurer, for any policy of insurance, refused to issue or to renew an insurance policy for your organization?

\_\_\_\_\_ Yes \_\_\_\_\_ No

\_\_\_\_\_ If yes, on how many occasions?

2.20. Has any project owner requested removal of any personnel assigned by your organization to complete Professional Services?

\_\_\_\_\_ Yes \_\_\_\_\_ No

2.21. Respondent Reported Conviction. Has the Respondent or Respondent's predecessor(s) reported to the Licensing Board ("Board") any convictions as required by California Business & Professions Code §6770 (a)(2)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If "Yes" on a separate attachment, provide details of: (i) the title of the matter; (ii) the court or agency name; (iii) docket number; (iv) the claim or file number; (v) date on which the reportable event occurred.

2.22. Respondent Reported Civil Action Settlement or Administrative Action. Has the Respondent or Respondent's predecessor(s) reported to the Licensing Board ("Board") any civil action settlement, or administrative action resulting in a settlement against the Respondent or Respondent's predecessor in any action alleging fraud, deceit, negligence, incompetence, or recklessness in the practice of professional engineering where the value of the settlement was the fifty thousand dollars (\$50,000) or greater, as required by California Business & Professions Code §6770 (a)(3)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If "Yes" on a separate attachment, provide details of: (i) the title of the matter; (ii) the court or agency name; (iii) docket number; (iv) the claim or file number; (v) date on which the reportable event occurred; (vi) settlement award.

2.23. Respondent Reported Civil Action Judgement, Binding Arbitration or Administrative Action. Has the Respondent or Respondent's predecessor(s) reported to the Licensing Board ("Board") any civil action judgement, binding arbitration award, or administrative action resulting in a judgement or binding arbitration award against the Licensee in any action alleging fraud, deceit, misrepresentation, breach or violation of contract, negligence, incompetence, or recklessness in the practice of professional engineering where the amount or value of the judgement or binding arbitration award is twenty-five thousand dollars (\$25,000) or greater, as required by California Business & Professions Code §6770 (a)(4)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If "Yes" on a separate attachment, provide details of: (i) the title of the matter; (ii) the court or agency name; (iii) docket number; (iv) the claim or file number; (v) date on which the reportable event occurred; (vi) judgment or arbitration award.

2.24. Professional Liability Insurer Reported Claims. Has any professional liability insurer for the Respondent reported to the Licensing Board ("Board") payment by the professional liability insurer of any civil action judgment, settlement, arbitration award, or administrative action resulting in a judgment, settlement, or arbitration award against the Respondent or Respondent's predecessor in any action alleging fraud, deceit, negligence, incompetence, or recklessness in the practice of architecture where the judgment, settlement, or arbitration award, as required by California Business & Professions Code?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If "Yes" on a separate attachment, provide details of: (i) amount of judgment, settlement or arbitration award; and (ii) amount paid by professional liability insurer.

2.25. Pending Professional Liability Claims and Disputes. The Respondent is presently engaged in a claim, dispute or disagreement which asserts the professional negligence or professional liability of Respondent or any Consultant to Respondent in connection with professional services provided by or through Respondent for any public or private work of improvement.

\_\_\_\_\_ Yes \_\_\_\_\_ No

If "Yes" provide details, including without limitation: (i) the title of the matter; (ii) the court or agency name; (iii) docket number; (iv) the claim or file number; (v) amount in controversy; (vi) contact information (name, address, phone and email address) for each party pursuing a pending claim against the Respondent.

2.26. Pending Payment Claims and Disputes. The Respondent is presently engaged in a claim, dispute or other disagreement relating to or arising out of a private or public contract for services in which the Respondent is seeking additional compensation.

\_\_\_\_\_ Yes \_\_\_\_\_ No

If "Yes" on a separate attachment, provide details of each such pending claim, dispute or other disagreement.

3. REFERENCES

3.1. Owner References.

California public K-12 School Districts and/or California Community College Districts

Owner Name	Address	Contact Name	Phone Number/Email

4. AGREEMENT

Attachment B, Agreement for Districtwide Ongoing Professional Services for DTSC Compliance and/or CEQA Compliance, is the Master Agreement that selected Respondent(s) will sign with the District. Exhibit A, Project Assignment Amendment, will be signed for each project for which Respondent is selected. State below any concerns about either agreement that may cause Respondent to not sign Agreements.

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ACCURACY AND AUTHORITY

The undersigned is duly authorized to execute this Qualifications Statement under penalty of perjury on behalf of the above-identified Respondent. The undersigned warrants and represents that they have personal knowledge of each of the responses to this Qualifications Statement and/or that they have conducted all necessary and

appropriate inquiries to determine the truth, completeness and accuracy of responses to this Qualifications Statement.

The undersigned declares and certifies that the responses to this Qualifications Statement are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Respondent acknowledge and agree that if the District determines that any response herein is false or misleading or contains misstatements of fact, the Respondent's RFQ Response may be rejected by the District.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021 at \_\_\_\_\_  
(City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name / Title)

\_\_\_\_\_  
(License No.)

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