REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ/P)
Santa Clara Unified School District
Professional Services for Transportation Engineering Consultants for Master Plan
Projects at Bracher, Briarwood, Scott Lane and Westwood Elementary Schools
RFQ/P #21-22-009

OVERVIEW AND SUBMISSION GUIDELINES

The Santa Clara Unified School District (“District”) is seeking Statements of Qualifications (“SOQ”) from qualified persons, firms, contractors, partnerships, corporations, associations, or professional organizations (“Consultant”) in response to this Request for Qualifications and Proposals (“RFQ/P”) for Current and Future District Projects for Transportation Engineering Consultants (“Professional Services”).

This RFQ/P is not a formal request for bids or an offer by the District to contract with any Consultant responding to this RFQ/P. The District intends to create a pool of Consultants with the RFQ and award projects to Consultant(s) that respond to this RFQ/P. One Consultant may receive contracts for more than one project. Any award of a contract will be subject to approval by the District’s Board of Trustees. The Board of Trustees will also approve the pool of Consultants for future projects.

Respondents to this RFQ/P should submit responses electronically in PDF format via email. Respondent is responsible for verifying that the email and attachments have been received. Email to:

MELISSA KERSH
mkersh@scusd.net
PROJECT MANAGER, FACILITY DEVELOPMENT AND PLANNING
SANTA CLARA UNIFIED SCHOOL DISTRICT

ALL RESPONSES ARE DUE ELECTRONICALLY VIA EMAIL BY 2:00 P.M., ON Wednesday, January 12, 2022.

LATE SUBMITTALS WILL NOT BE ACCEPTED OR CONSIDERED.

Any questions regarding this RFQ/P must be put in writing and sent by email to Melissa Kersh at mkersh@scusd.net on or before Friday, January 7, 2022 at 2:00 P.M.

All responses will be communicated in writing to all recipients of this RFQ/P. Email mkersh@scusd.net to verify that you have received the RFQ/P and would like any addendums emailed to you. The addendums will also be posted on the District website.

Questions received after the date and time stated above will not be accepted, and will not be responded to. Respondents shall not, directly or indirectly, communicate with any employee, officer, Board of Trustees member, agent or representative of the District regarding the RFQ/P or Professional Services required by the RFQ/P except for the District Contact person noted above. The RFQ/P Response of a Respondent who has engaged in any action or activity inconsistent with or in violation of the foregoing is subject to rejection for non-ransponsiveness.
I. INTRODUCTION

The Santa Clara Unified School District ("District") is a public school district covering a 56 square mile area within Northern California and containing neighborhoods in the cities of Santa Clara, Sunnyvale, San Jose, and Cupertino. The District has over 1.5 million square feet of building area and includes 18 elementary schools, 1 K-8 school, 4 middle schools, 3 high schools, 3 alternative high schools, 3 leased sites, and 1 District Office site. Construction has commenced for the new Katharine MacDonald High School in North San Jose.

The District Community passed 2 General Obligation Bonds recently: Measure H, 2014 - $419 million and Measure BB, 2018 - $720 million. This RFQ/P will cover projects within various District Departments including Bond Projects, Facility Development and Planning, and Maintenance. The District will be master planning every school site in the District over the next two years.

The District is seeking Statements of Qualifications ("SOQ") from qualified Consultants, partnerships, corporations, associations, persons, or professional organizations ("Respondent(s)") in response to this Request for Qualifications and Proposals("RFQ/P") for Transportation Engineering Consultants ("Professional Services") for District projects. Respondents must possess a certification as a Transportation Engineer from the California Board for Professional Engineers, Land Surveyors and Geologists.

Respondents must have extensive experience with the International Building Code (IBC), Title 24 of the California Code of Regulations, California Building Code, California Geologic Survey, California Environmental Quality Act (CEQA). Knowledge of the Division of State Architect (DSA) is preferred. Respondents must have experience (minimum of 5 years) in the planning of public school facilities, working with construction managers, contractors, other school facility related consultants, and establishing project scope and project budgets for public school projects.

This RFQ/P is for selection of Consultants to provide professional services for master planning, design, bidding, modernization, and/or design of new parking lots, student drop off and pick up, bus pick up and drop off and school parking lot flow as required by each project. The Consultant selected to provide the Professional Services, its personnel assigned to any Project along with the Sub-Consultants, and their Project personnel must possess experience, skills, and resources to meet the District’s Project schedule, budget, programming requirements, and design objectives. The District, in accordance with the criteria established in this RFQ/P, will evaluate timely submitted RFQ/P Responses.

The SCUSD Board of Trustees will approve a pool of Consultants and a Consultant for each project(s). One Consultant may be selected to provide Professional Services for more than one District project. Separate RFP’s will be sent to the pool of Consultants as needed for Projects.

A. CURRENT PROJECTS AND ARCHITECTS

The District has the following projects under contract with architects that will need Professional Services to start immediately after Board Approval. Each School (Project) below has started the master plan process to create a long term strategic plan for the site. Each project will require an analysis of the existing parking lot and transportation flow on, into and out of the campus and recommendations for improvement to the existing parking lot(s),
drop-off and pick-up areas, preschool parking lot, bus loop or designs and locations for new parking lot(s), drop-off and pick-up areas, preschool parking lot, bus loop and access to the multipurpose/cafeteria for school deliveries based on the master plan design for each school. Transportation analysis, recommendations and basic site layout will be included in the master plan, which will be complete by June 1, 2022. Scott Lane Master Plan will be complete by April 10, 2022.

1. Bracher Elementary Master Plan and Modernization - LPA Architects
   2700 Chromite Drive, Santa Clara, Ca 95051

2. Briarwood Elementary Master Plan and Modernization - LPA Architects
   1930 Townsend Avenue, Santa Clara, Ca 95051

3. Westwood Elementary Master Plan and Modernization - LPA Architects
   435 Saratoga Avenue, Santa Clara, Ca 95050

4. Scott Lane Elementary Master Plan and Parking Lot – HY Architects
   1925 Scott Boulevard, Santa Clara, Ca 95050

B. LIMITATIONS AND DISTRICT RIGHT TO REJECT

The District reserves the right to contract with any entity responding to this RFQ/P. This RFQ/P is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFQ/P. This RFQ/P does not commit the District to select any Consultant and the District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. It is at the sole discretion of the District to award a contract for the Services or no contract at all.

The District shall not be liable for any costs incurred in preparing and submitting responses to this RFQ/P. In no event will the District reimburse any respondent for any costs or expenses incurred in preparing and submitting responses to this RFQ/P.

The District, in its sole discretion, reserves the right to:

1. Accept or reject any and all submittals, or any portion or combination thereof;

2. Contract with any entity responding to this RFQ/P in whatever manner the District decides; and/or

3. Waive any informality or non-substantive irregularity, not affected by law, as the interests of the District may require.

The Respondent’s Statement of Qualifications (SOQ), 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. 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. Pursuant to Michaelis, Montanari, & Johnson v. Superior Court (2006) 38 Cal.4th 1065, SOQs and Proposals 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
Proposals. Furthermore, the District will have no liability to the respondent or other party as a result of any public disclosure of any SOQ.

The District reserves the right to add additional Consultants for consideration after receipt of SOQs in response to this RFQ/P if it is found to be in the best interest of the District. All decisions concerning Consultant selection will be made in the best interests of the District.

C. 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 SOQs and Proposals in response to this RFQ/P and will not be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national original, medical condition or disability in any consideration leading to the award of the 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 of contract.

D. 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 contractor 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 governing board ("Board"), Committee members, 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 Consultant submitting a SOQ and Proposal.

II. MINIMUM REQUIREMENTS

Selected Consultant(s) must be able to execute the District’s Agreement. A copy of the District’s form Agreement for Professional Services for Transportation Engineering Consultants is attached to this RFQ/P as Attachment C.

A. INDEMNITY

Consultants responding to this RFQ/P must acknowledge that they have reviewed these provisions of the Agreement and must agree to the indemnity provisions and insurance provisions contained in the Agreement attached as Attachment C to this RFQ/P and confirm in writing that, if given the opportunity to contract with the District, the Consultant has no substantive objections to the use of the District’s Agreement.

B. INSURANCE

A Consultant actually selected to undertake work on behalf of the District shall be required to maintain and provide certification of adequate insurance coverage as specified by the District in the Agreement form attached to this RFQ/P.
The District requires at least the following insurance coverage:

   i. $1,000,000 Each Occurrence
   ii. $2,000,000 General Aggregate

b. **Automobile Liability Insurance**
   i. $1,000,000 Combined Single Limit

c. **Workers Compensation**
   i. In accordance with applicable laws

d. **Professional Liability**
   i. $1,000,000 Each Claim
   ii. $2,000,000 General Aggregate

e. **Sexual Abuse or Molestation Coverage**
   i. $1,000,000 Each Occurrence
   ii. $2,000,000 General Aggregate

The successful respondent shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. Insurance policy(ies) shall not be amended or modified and coverage amounts shall not be reduced without thirty (30) days’ written notice to the District prior to modification and/or cancellation. Consultant shall not allow any employee or agent to commence work on any contract or any subcontract until the insurance required of the Contractor, employee, or agent has been obtained.

### III. 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.

### IV. ASSIGNMENT

V. 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.

### VI. STATEMENT OF QUALIFICATIONS
A. MINIMUM QUALIFICATIONS

See Attachment A, Respondent Qualifications Statement, Part 2 Questionnaire, items 2.1 through 2.5 for minimum qualifications for projects.

B. REQUIREMENTS AND INSTRUCTIONS

1. District Modifications to RFQ/P. The District expressly reserves the right to modify any portion of this RFQ/P prior to the latest date/time for submission of RFQ/P Responses, including without limitation, the cancellation of this RFQ/P. Modifications, if any, made by the District to the RFQ/P will be in writing; potential Respondents who have obtained this RFQ/P from the District prior to any such modifications will be issued modifications to the RFQ/P by written addenda.

2. No Oral Clarifications/Modifications. The District will not provide oral clarifications or modifications to the RFQ/P or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFQ/P. No Respondent shall rely on oral clarification or modification to the RFQ/P.

3. Public Records. Except for materials deemed Trade Secrets (as defined in California Civil Code §3426.1), materials specifically marked “Confidential” or “Proprietary” and Respondents’ Financial Statements if required, all materials submitted in response to this RFQ/P are deemed property of the District and public records upon submission to the District. The foregoing notwithstanding, the District may reject for non-responsiveness the RFQ/P Response of a Respondent who indiscriminately notes that its RFQ/P Response or portions thereof are “Trade Secret” “Confidential” or “Proprietary” and exempt from disclosure as a public record. The District is not liable or responsible for the disclosure of RFQ/P Responses, or portions thereof, deemed to be public records, including those exempt from disclosure if disclosure is required by operation of law, 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/P Response deemed exempt from disclosure hereunder, by submitting a response to this RFQ/P, 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.

4. Errors/Discrepancies/Clarifications to RFQ/P. If a Respondent encounters errors or discrepancies in this RFQ/P 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/P shall submit the requested clarification in writing to the District. 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/P 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/P from the District. All requests for clarification of this RFQ/P must be submitted and actually received by the District no later than the date and time listed in the RFQ/P Response Schedule Summary. The District will not respond to clarification requests submitted thereafter. All communications to the District shall be in writing to the designated District RFQ/P Contact.

5. RFQ/P Response Costs. All costs and expenses incurred by a Respondent to prepare and submit a response to this RFQ/P shall be borne solely and exclusively by the Respondent.

6. RFQ/P Documents. In addition to this RFQ/P, the following form a part of the RFQ/P:

   a. Attachment A – Respondent’s Qualifications Statement
   b. Attachment B - Respondent’s Cost Proposals
   c. Attachment C – Master Agreement for Professional Services for Transportation Engineering Consultants

C. RFQ/P RESPONSE

7. Submission.

   a. Responses/Proposals to more than one Project. Respondent may submit cost proposals on one or more Projects. All cost proposals will be submitted on Attachment B on separate lines. If submitting on more than one Project, only one Response Package is required. If project personnel information is different for one or more Projects, submit as many Attachment B proposals as necessary.

   b. Due Date and Time. The latest date and time for submission of RFQ/P Responses is listed in the RFQ/P Response Schedule Summary under Section VI Evaluation and Selection Criteria. Responses, which are not actually received by the District in accordance with the foregoing at or prior to the latest date/time for submission of RFQ/P Responses, will be rejected by the District for nonresponsiveness. Respondents are solely responsible for the timely submission of RFQ/P Responses.

   c. Electronic Submission. RFQ/P Responses must be submitted electronically via e-mail to the District Contact listed under Section VI Evaluation and Selection Criteria. RFQ/P Response files may be submitted as e-mail attachments or via download link or shared folder. The Respondent is responsible for obtaining confirmation that its RFQ/P Response has been received by the District Contact person.

   d. Electronic File Format. Files must be in PDF format. All materials submitted in response to this RFQ/P shall be organized in
sequential files or folders. Files shall be bookmarked in a table of contents order.

8. **Format and Organization.** Each RFQ/P Response must conform to the following described organizational format and must include the contents described below. Failure of a Respondent to submit its RFQ/P Response in a format and with contents conforming to the following requirements will be a basis for the District’s rejection of such RFQ/P Response for non-responsiveness.

   a. **Cover Sheet.** (Maximum 1 page)
      i. A summary of relevant expertise and experience in the specific related services, especially as it relates to schools sites and facilities.
      ii. Consultant address, telephone number, email address, and name of principal contact
   b. **Section 1 - Consultant Information.** (Maximum 5 pages)
      i. A brief overview of the Consultant History
      ii. Identification of project team and their specific expertise with projects on school sites
      iii. A list of Basic Services provided by Consultant
   c. **Section 2 - Consultant Experience.** (Maximum 6 pages)
      i. Appropriately detailed description of projects within the last five (5) years, which demonstrate relevant experience and successes respecting school projects. Each project description should include the date(s) that the relevant work was performed as well as the name, title, address and telephone number of a contact person who can be contacted for verification of information provided by Consultant.
   d. **Section 3 - Sub-consultants.** (Maximum 1 page)
      i. A schedule of sub-consultants or sub-consultant categories, if any, which are likely to be used by the Consultant, in carrying out any work that may hereafter be awarded to Consultant by the District.
   e. **Section 4 - Billing Rates.**
      i. Billing rates for all personnel and/or categories of employees as well as any overhead or other special charges. If applicable, Consultant’s Response should provide estimates for certain standardized components of the process.
   f. **Section 5 - Litigation / Mediation / Arbitration / Termination by Owner.**
i. Description of any litigation, mediation, arbitration or services contract termination the Consultant has been involved in the last (5) years. Indicate nature of Litigation, Mediation, Arbitration, or Termination ultimate resolution of dispute, and names of reference who can verify information provided.

g. Section 6 – Insurance Certificates.

i. Provide copies of Certificates of Insurance showing minimum coverage required in Agreement (Attachment B), or a Statement verifying the ability to obtain required insurance.

h. Section 7 - Acknowledgment of Addenda.

If the District issued Addenda to the RFQ/P, include the following statement:

“The Respondent submitting this RFQ/P Response acknowledges receipt of Addenda Numbers________________. The Respondent confirms that requirements noted in the foregoing Addenda are incorporated into the RFQ/P Response.”

VII. EVALUATION AND SELECTION CRITERIA

A. GENERAL

Each timely submitted RFQ/P Response will be independently reviewed by the selection committee. An RFQ/P Response, which does not comply with the requirements of this RFQ/P, will be subject to rejection for non-responsiveness. Each SOQ must be complete. Incomplete SOQs will be subject to rejection for non-responsiveness. The District retains the sole discretion to determine issues of compliance and to determine whether a Consultant is responsive, responsible, and qualified. Based upon the information presented in the submissions, the District’s Committee will choose the most highly qualified Consultants for each project.

B. EVALUATION CRITERIA

RFQ/P Responses will be evaluated based on qualifications to provide professional services. Although not necessarily exhaustive of the criteria to be utilized by the District, the District intends to use the following evaluation criteria in its selection process. The evaluation criteria are as follows:

1. Timeliness and Completeness of Qualifications. Consultant’s Response must be received by the Response Deadline. Consultant’s Response will be evaluated with respect to organization, clarity, completeness, and responsiveness to this RFQ/P. (5 points)

2. Technical Qualifications and Competence. The evaluation will consider experience, expertise, and familiarity with applicable laws and requirements for public works projects in general and public school projects in particular. (10 points)

3. Approach to the Work. Project management and coordination methodologies, analysis and study approaches and ability to respond to emergencies and delays. (10 points)
4. **Cost Control.** Cost control procedures, preliminary cost estimates, personnel utilization, billing rates for personnel and overhead costs. (10 points)

The District reserves the right to request that some or all of the respondents submit additional written information and/or that they consent to be interviewed by selected District personnel and/or representatives. The District also reserves the right to: (i) extend the Response Deadline, (ii) send out additional RFQ/Ps, and/or (iii) provide for other mechanisms for selecting Consultants to provide Transportation Engineering consulting services to the District.

The District shall not be responsible in any manner for the costs associated with the preparation or submission of Consultant’s RFQ/P Response. The Qualifications, including all drawings, plans, photos, and narrative materials, shall become the property of the District upon the District’s receipt of same. The District shall have the right to copy, reproduce, publicize and/or dispose of each Response in any way that the District may choose.

**C. REJECTION OF RFQ/P RESPONSES; WAIVER OF IRREGULARITIES**

The District reserves the right to reject all RFQ/P Responses or to waive any immaterial irregularities or informalities in any RFQ/P Response. A RFQ/P Response which does not conform to requirements set forth herein is subject to rejection by the District for non-responsiveness.

**D. SELECTION BY PROJECT**

The District may, at its discretion, select one Consultant for all projects or multiple Consultants for any combination of projects. Agreements for Professional Services for Transportation Engineering Consulting resulting from this RFQ/P, if awarded, will be by action of the District’s Board of Trustees. Projects may include site and/or building modernization, and site and/or building new construction.

**E. SELECTION PROCESS**

Responses of all responding Consultants will be evaluated to establish the strengths of each Consultant including the qualifications, experience, and capability to successfully complete services for the District. Minimum qualifications described in the RFQ/P must be met for consideration. Skills, experience, and qualifications of the Consultant and its personnel proposed will be screened according to evaluation criteria described in this RFQ/P.

The District intends to recommend at least two Consultants for Transportation Engineering Services for the Projects and they will be submitted to the Board of Trustees for approval. The District shall have the discretion to award the Professional Services Contract to a Consultant that did not submit the lowest priced proposal provided that the District establishes the basis for such exercise of discretion.

**F. DISTRICT RFQ/P CONTACT**

Melissa Kersh, Project Manager with the Facility Development and Planning Department, nrkersh@scusd.net.

**G. RFQ/P RESPONSE SCHEDULE SUMMARY**

The District anticipates that the following activities relating to the RFQ/P will be completed at the times noted below. The foregoing notwithstanding, the District reserves the right to modify RFQ/P activities and/or the time for completion of an RFQ/P activity.
The District reserves the right to change the dates on the schedule without prior notice.

<table>
<thead>
<tr>
<th>DATE</th>
<th>EVENT</th>
<th>TIME DEADLINE</th>
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<tbody>
<tr>
<td>December 14, 2021</td>
<td>Release of RFQ/P</td>
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<tr>
<td>December 16 and 23, 2021</td>
<td>Advertisements</td>
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<tr>
<td>January 7, 2022</td>
<td>Deadline for submittal of all questions and clarifications</td>
<td>2:00 p.m.</td>
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<tr>
<td>January 12, 2022</td>
<td>Deadline for submittal of Responses</td>
<td>2:00 p.m.</td>
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<tr>
<td>January 14, 2022</td>
<td>Recommendation for Pool of Consultants and Award of Agreement(s)</td>
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<tr>
<td>January 27, 2022</td>
<td>Board of Trustees to approve Pool of Consultants and Award Agreement(s)</td>
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VIII. **SCOPE OF REQUIRED SERVICES FOR PROJECTS**

A. Conduct or review traffic engineering, traffic analysis and transportation planning studies for project specific related issues;
B. Review/coordinate preliminary plans with City of Santa Clara planned traffic improvements and staff;
C. Provide parking lot entry and exit location, student pick up and drop off locations, parking lot size, bus entry and exit, preschool parent parking location recommendations and design as necessary to inform and advise Architect and Civil Engineer for the master plan;
D. Provide comprehensive analysis of existing and projected traffic conditions on and off school sites, including Safe Routes to Schools;
E. Coordinate closely with Architect and District to determine the best transportation flow for each Project. Ongoing master plan meetings will occur through May 2022 and the final site master plan will be complete and presented to the Board in June 2022.

[END OF DOCUMENT]