

Carmel Unified School District

4380 Carmel Valley Road
Carmel, California 93923

Request for Proposals (“RFP”) For Environmental Consulting Services for Construction of Carmel High School Stadium Lights

RFP Issued:	January 26, 2021
Questions Due:	February 8, 2021 by 12:00 noon
Answers to Questions by District:	February 9, 2021 by 5:00 PM
Sealed Responses Due:	February 17, 2021 at 2:00 PM
Interviews:	TBD
Selection by Governing Board:	March 10, 2021 at 5:30 PM

Request for Proposals
For Environmental Consulting Services

The Governing Board (“Board”) of the Carmel Unified School District (“District”) is seeking proposals from qualified providers of environmental consulting services for the preparation of California Environmental Quality Act (“CEQA”) documentation for the proposed Carmel High School stadium lights and visitor seating project (“Project”). The District will review the responses and select one firm for the Project.

The District may in its sole discretion select a consultant to perform environmental consulting services for the Project in any manner it deems to be in the best interest of the District, and the District is not required to employ the services of any consultant submitting a response under this RFP, regardless of that consultant’s qualifications.

1. Critical Dates

Submittal Due Date:

An original + three (3) copies of the submittal shall be delivered **no later than date and time listed on cover page** to:

Carmel Unified School District
4380 Carmel Valley Road
Carmel, California 93923
Attention: Dan Paul, Director of Facilities and Transportation

Proposals not received by the deadline will be returned unopened.

Interview Date:

To be determined.

Selection Date:

As currently scheduled, the District Board will select a consultant for the Project at its regular Board meeting on March 10, 2021. The meeting will be held electronically at 5:30 PM. However, the District may choose to select the consultant at another meeting.

2. Project Description

The District plans to install stadium lights at the artificial turf field at Carmel High School located at 3600 Ocean Ave., Carmel, CA 93922.

3. Scope of Work

The scope of work includes a project-level Environmental Impact Report (“EIR”) prepared in accordance with CEQA and CEQA Guidelines (“Scope of Work”). In completing the Scope of Work, the consultant shall comply in all respects with Public Resources Code section 2100 et seq., Title 14 of the California Code of Regulations section 15000 et seq., and the District’s adopted procedures for implementation of CEQA.

4. Proposal Format and Content

The proposal should be clear, concise, complete, well organized, and demonstrate respondent’s ability to follow instructions.

An original + three (3) copies of the proposal must be provided, with no more than 30 single-sided pages in total length.

All respondents are requested to follow the order and format specified below. Please tab each section of the submittal to correspond to the numbers/headers shown below.

The cover shall include the RFP’s title and submittal due date and the name, address, fax number, and the telephone number of the responding firm (or firms if there is a joint venture or association). The cover should also identify the proposed lead consultant for the Project.

The table of contents shall include complete and clear listings of headings and pages to allow easy reference to key information.

The following sections should be included in the proposal in the order listed:

- A. A cover letter signed by an authorized officer of the firm submitting the proposal, or signed by another person with authority to act on behalf of and bind the firm. Indicate contact person(s) for this Project.
- B. Project Cost Information – Provide a price, including an itemized spreadsheet with data supporting your estimation of the amount of time and reimbursable expenses your firm expects will be necessary to perform the Scope of Work. All elements of the fee calculations and reimbursable expense calculations must be provided, plus an hourly rate sheet for additional services. The following tasks/subtasks must be priced individually:
 - i) Initial Study and Scoping
 - a. Prepare initial study and supporting analysis
 - b. Prepare public notices and supporting documentation
 - c. Circulate notice of preparation and initial study
 - d. Provide support at scoping meeting
 - ii) Draft EIR
 - a. Prepare draft EIR

- b. Prepare public notices and supporting documentation
 - c. Circulate notice of availability and draft EIR
 - d. Provide support at public meeting
- iii) Final EIR and Response to Comments
 - a. Prepare response to comments
 - b. Prepare final EIR, including mitigation report or monitoring program
 - c. Prepare findings of fact and statement of overriding considerations
 - d. Attend Board meeting for EIR certification
 - e. Prepare notice of determination and submit to the Monterey County Clerk
- C. Scheduling Information – Provide a timeline for the Project.
- D. Proposed Staffing Plan – Provide an estimate of the staffing for the environmental consulting services on this Project. Specifically, indicate the identity and amount of time individuals are projected to spend throughout the duration of the Project.
- E. Completed Statement of Qualifications, as described in detail below.

5. Selection Process

- A. The purpose of this Request for Proposals is to enable the District to select the firm with whom the District intends to contract for the Project.
- B. The District will use the selection and negotiation process outlined below. A review and selection committee composed of key District officials and consultants will review and evaluate all proposals and will conduct interviews.
- C. Proposals will be opened privately to assure confidentiality and to 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, they may be subject to release to members of the public if specifically requested under applicable law.
- D. The following items will be considered by the District in the selection process utilizing a 100 point evaluation criteria:
 - Conformance to the specified proposal format. (10 points)
 - Organization, presentation, and content of the proposal. (15 points)
 - Qualifications and experience provided in response to the questions and information required pursuant to this RFP. (25 points)
 - Proposed methods and overall strategic plan to accomplish the work in a timely and competent manner within the District's financial constraints and time frames. (25 points)
 - Completeness of estimated cost of environmental consulting services for the Project, and the cost itself. (25 points)

6. Statement of Qualifications

The proposal must include a clear, concise, complete, and well organized responses to each of the following requirements and requests for information.

A. Organization, Credentials, and General Background

Please provide a brief history of your organization, including:

1. Number of years the organization has been in business.
2. Location of office that will perform the work required by this RFP.
3. List of basic services provided by your organization.
4. Qualifications relevant to performing the Scope of Work.

B. Environmental Consulting Experience

Describe the experiences/background of your organization in providing environmental consulting services for public schools as required by this RFP. Provide a list of similar projects performed over the last 5 years listing start and finish dates, project cost, contractor, owner, and owner contact information.

C. Past Performance Record

If any of the following has occurred, please describe in detail the circumstances for each occurrence:

1. Failure to enter into a contract once selected/awarded.
2. Withdrawal of a proposal as a result of an error.
3. Termination or failure to complete a contract.
4. Debarment by any municipal, county, state, federal or local agency.
5. Involvement in litigation, arbitration or mediation.
6. Conviction of the firm or its principals for violating any federal or state law related to its environmental consulting practice or contract performance.
7. Knowing concealment of any deficiency in the performance of a prior contract.
8. Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
9. Willful disregard for applicable rules, laws or regulations.
10. Information regarding any of the above may be deemed to indicate an unsatisfactory record of performance.

E. Project Team

1. Identify key team members for this Project and provide their qualifications.

2. Describe how the Project would be staffed.
3. Identify all of your proposed consultants for the Project and provide their qualifications.
4. Provide an organization chart for the Project.

F. Client Satisfaction/References

Provide a list of at least five educational client references for which your organization has performed environmental consulting services similar to those required by this RFP.

References must include:

1. Name, address, telephone number, and a contact person of the project owner.
2. Name, address, telephone number and a contact person for the contractor(s) working on the project(s).
3. Describe the project(s) on which your organization provided services, including costs.

G. Insurance

Attach a letter from your insurance company indicating your firm's ability to provide insurance. The following is a tentative schedule:

1. A.M. Best financial rating of A: X
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 Three Million Dollars (\$3,000,000) per occurrence for bodily injury, personal injury and property damage/Three Million Dollars (\$3,000,000) 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 Three Million Dollars (\$3,000,000) for bodily injury and property damage each accident limit.
4. Workers' Compensation and Employer's Liability Insurance: The selected consultant 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 consultant 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 a claims-made basis with a limit of at least One Million Dollars (\$1,000,000) with a deductible in an amount not to exceed the sum of Ten Thousand Dollars (\$10,000).
6. All insurance will be in a form and with insurance companies acceptable to the District.
7. Insurance carriers shall be qualified to do business in California and maintain an agent for process within the State.

7. Interviews, Selection, and Contract Negotiations

The District may, but is not obligated to, conduct interviews with the consultants that respond to this RFP. If conducted, the interviews will be held on a date and time to be determined at the District Office.

The District will enter negotiations with one or more of the proposing entities regarding the contract price. The terms of the consultant agreement (*Attachment A*) other than price, including the payment structure, are not negotiable. Should the District be unable to negotiate a satisfactory contract with one of the proposing entities, the District is under no obligation to enter into an agreement with any of the entities. The District reserves the right to award the Project to the entity the District deems most suitable to undertake the Project based on many factors, including demonstrated competence and qualifications for the types of services to be performed, and a fair and reasonable price. The District further reserves the right to reject any or all proposals, or waive any irregularities in any of the proposals submitted pursuant to this RFP.

8. General Information

Amendments: The District reserves the right to cancel or revise this RFP in part or in its entirety. If the District cancels or revises the RFP, all respondents will be notified by addenda. The District also reserves the right to extend the date responses are due, or postpone the interview date.

Inquiries: Any questions concerning this RFP or selection process may be directed to the Director of Facilities and Transportation, Dan Paul, Carmel Unified School District; telephone: (831) 624-6311. Replies involving any substantive issues will be issued by addenda and e-mailed to all parties recorded by the District as having received the RFP documents.

9. Special Conditions

Non-Discrimination: The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability, or gender in consideration for an award of contract.

Costs: Costs of preparing a proposal in response to this RFP are solely the responsibility of the Respondent.

Limitations: This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to the RFP, or to procure or contract for work. The District reserves the right to waive any irregularities in the proposals received pursuant to this RFP, or in the process outlined herein for selection of a consultant for the Project.

**CARMEL UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT SERVICES AGREEMENT:
EXTENDED TERM SERVICES**

This Independent Consultant Services Agreement (“Agreement”) is made and entered into effective ___, 2021 (the “Effective Date”) by and between the Carmel Unified School District (“District”) and _____ (“Consultant”).

1. Consultant Services. Consultant agrees to provide the following services: Project-level Environmental Impact Report (EIR) prepared in accordance with CEQA and CEQA Guidelines. Consultant shall comply with in all respects with Public Resources Code section 2100 et seq., Title 14 of the California Code of Regulation section 15000 et seq., and the District’s adopted procedures for the implementation of CEQA.
2. Consultant Qualifications. Consultant represents that it or its principals or employees assigned to provide services under this Agreement have or shall have in effect all licenses, credentials, permits and has otherwise all legal qualifications to perform this Agreement.
3. Term. This Agreement shall begin on ___, 2021 and shall terminate upon completion of the scope of work, but no later than ___, 2021. There shall be no extension of the term of this Agreement without express written consent by the District and Consultant.
4. Termination. The District may terminate this Agreement immediately at any time by giving written notice to the Consultant. Such written notice shall be sufficient to stop further performance of services by Consultant. In the event of termination prior to the end of the term of this Agreement, Consultant shall invoice the District for any work performed up to the date of termination, and shall promptly return any District property or records, and any copies thereof, in its possession to the District. The District may then proceed with the work in any manner the District deems proper.
5. Payment. District agrees to pay Consultant at the rate of \$_____. This rate shall not be increased by the Consultant over the course of this Agreement. Total payment by District to Consultant shall not exceed \$_____.00. District agrees to pay Consultant within thirty (30) days of receipt of a detailed invoice.
6. California Residency. Consultant is a resident of the State of California.
7. Indemnity. The Consultant shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, and members of the Board of Trustees, from and against claims, damages, losses, and expenses (including, but not limited to attorney’s fees and costs including fees of consultants) arising out of or resulting from performance of this Agreement including, but not limited to, the Consultant’s use of the site; the Consultant’s completion of its duties under this Agreement; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, for any act, omission, negligence, or willful misconduct of the Consultant or its

respective agents, subconsultants, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

8. Comprehensive General Liability and Automobile Insurance. Without limiting Consultant's indemnification as set forth in Section 7 hereof, Consultant shall, before beginning any of the services or work called for by any term of this Agreement, secure and maintain in full force and effect during the term of this Agreement, the following insurance (check all that apply):

X ☐ Comprehensive General Liability, in an amount not less than:

☐ \$3,000,000.00 per occurrence

☐ \$3,000,000.00 aggregate

X ☐ Valid California Insurance Policy

The District shall be named as an additional insured on Consultant's insurance policy by endorsement. The policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. A copy of the declarations page of Consultant's insurance policy shall be attached to this Agreement as proof of insurance.

9. Independent Consultant Status. While engaged in carrying out the terms and conditions of this Agreement, the Consultant is an independent Consultant, and not an officer, employee, agent, partner, or joint venture of the District.
10. Workers' Compensation Insurance. Consultant agrees to provide all necessary workers' compensation insurance for Consultant's principals and employees, if any, at Consultant's own cost and expense.
11. Errors and Omissions Insurance. Consultant agrees to provide errors and omissions insurance on a claims-made basis with a limit of at least \$1,000,000 with a deductible in an amount not to exceed \$10,000.
12. Fingerprinting. Consultant shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Consultant and District agree to the following:

A. X Consultant and principals, employees, and subconsultants assigned to provide services under this Agreement will have only limited or no contact with District students at all times during the Term of this Agreement.

B. ☐ The following Consultant principals, employees, and subconsultants assigned to provide services under this Agreement will have more than limited contact with District students during the Term of this Agreement:

If Box B. above is checked fingerprints must be submitted to the Human Resources Officer or designee. (Education Code § 45125.1.)

Date Fingerprints cleared:

Consultant further agrees and acknowledges that if at any time during the Term of this Agreement Consultant learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Consultant shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting background check requirements have been satisfied and District determines whether any such contact is permissible.

13. Taxes. Consultant agrees that Consultant has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the Consultant pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Consultant. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Consultant agrees to defend, indemnify and hold District harmless from all State and Federal tax consequences and any related consequences stemming from or related to this Agreement. Consultant is independently responsible for the payment of all applicable taxes.
14. Assignment. The Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the District.
15. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Consultant and the District and their respective successors and assigns.
16. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
17. Amendments. The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for Monterey County, subject to any motion for transfer of venue.
19. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the Consultant, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.

District:

Consultant:

Yvonne Perez, CBO
Carmel Unified School District
4380 Carmel Valley Road
Carmel, CA 93923

20. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Consultant shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Consultant agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.
21. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
22. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
23. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
24. Board Approval/Ratification. The effectiveness of this Agreement is contingent upon approval or ratification by the District's Governing Board.

**Carmel Unified
School District**

By: _____
Name: Trisha Dellis
Title: Interim Superintendent

Date: _____

By: _____
Name: Yvonne Perez
Title: Chief Business Officer

Consultant

By: _____
Name: _____
Title: Principal

Date: _____