

# REQUEST FOR QUALIFICATIONS (RFQ) NO. 127

### California Environmental Quality Act (CEQA)

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT 900 Otay Lakes Road, Chula Vista, California 91910

#### **SECTION I: INFORMATION FOR FIRMS**

#### 1. Background

Established in 1961, Southwestern College (College) is one of 109 public community colleges in the state of California and the only institute of higher education located in the southern portion of San Diego County. Its location—nestled between the City of San Diego and the U.S.-Mexico international border on a 156-acre plot—positions it to play an important role in the intellectual growth of the more than 400,000 residents that call South County home.

We offer more than 285 associate degree and certificate options. A host of noncredit courses designed to enhance personal and professional development are also offered through the College's Continuing Education department. Total combined enrollment of the main campus in Chula Vista, the Higher Education Center at Otay Mesa, and the Higher Education Center at National City exceeds 19,000.

Southwestern College has continuously received accreditation by the Western Association of Schools and Colleges. Whether pursuing an A.A. degree, preparing to transfer to a four-year college or university, or acquiring new occupational skills, students attending Southwestern College are given every opportunity to meet their educational goals.

The Southwestern Community College District (hereinafter District) is guided by a comprehensive Educational and Facilities Master Plan. As part of the Master planning process a number of facility needs were identified for the District. Through the process, the District identified the following needs: construction of new instructional and support buildings, modernization of existing buildings, infrastructure upgrades and the development of two (2) educational centers, one in the East and one in the West.

Based on this information and the funding options available, the Governing Board decided to request approval of the local electorate of a \$389 million bond issue. Approval was received from the electorate on November 7, 2008.

#### 2. Introduction

The College proposes to develop an approximately six-acre new construction site at the corner of Otay Lakes Road and East H Street on the main Chula Vista campus. Approximately 141,000 square feet of new space will be built at this location along with additional parking. The new development will be used to relocate non-education and educational functions such as the bookstore from within the core of the campus. The vacated space would then be renovated to provide educational functions such as additional classrooms to alleviate overcrowding and faculty office space (Project 1).

The College is also developing a 15,000 SF Central Plant at the south end of the Devore Stadium. The facility will house chillers and associated mechanical systems to support the Corner Lot project and selected buildings at the Chula Vista campus. The project will

also include a new Field House, a press box, restrooms and two concession buildings, which will be constructed inside the Stadium proper. The Field House will be programmed for classrooms, administrators, and faculty offices, and will include a weight and team rooms for the athletic department. These facilities will be relocated from the 1000 buildings, which will be remodeled to support our existing aquatics and aerobics programs. (Project 2)

We are seeking a response to this request for proposals (RFP) from qualified Environmental Firms (hereinafter Firms) to provide the services necessary to obtain environmental clearance and entitlement for the proposed project named above and possibly any future projects within the Proposition R Program. The college may release and request cost proposals for additional future Prop R projects to those shortlisted as a result of this RFP unless otherwise directed.

It is the intention of the College in going forward with this RFP and selection process, to retain the services of the best qualified Firm to provide the services described in this RFP.

#### 3. Type of Services Requested

The College does not have in-house staff with expertise in the preparation and processing of documentation for compliance with the requirements of the California Environmental Quality Act (CEQA). The chosen consultant will be expected to perform all tasks needed to successfully document compliance with CEQA on behalf of Southwestern College. This will entail the following:

- a) Conduct appropriate scoping activities to identify issues and define the proposed project and alternatives for analysis;
- b) Prepare and distribute required notices;
- c) Prepare Administrative Draft environmental document including any needed technical reports;
- d) Incorporate College comments and prepare and circulate draft environmental document:
- e) Conduct public hearings and meetings, as required;
- f) Prepare administrative final environmental document;
- Prepare the final environmental document with responses to comments, and any required mitigation monitoring and reporting program, findings of fact and statement of overriding considerations;
- h) Present final document to the Board of Trustees; and,
- i) Prepare and post any required decision documents.

#### 4. RFP Timeline

The College anticipates the following schedule for selecting Firms:

ACTION	DUE DATE
Release Request for Qualifications	August 30 <sup>,</sup> 2010
Last Day to Submit Request for Clarification by e-mail to	September 3, 2010 @
Henry Amigable, Program Director;	12:00 pm
hamigable@sevillecs.com	·
College to post responses to Request for Clarification on	September 7, 2010*

website: www.buildswc.com	
Deadline for receipt of RFP submittals	September 9, 2010 @ 12:00 pm
Notification of selection status	September 10, 2010*
Selection Committee Interviews	September 14, 2010*
Notice of Recommendation to Governing Board for Award	October 13, 2010

<sup>\*</sup>Dates are subject to change.

#### 5. <u>Term of Contract</u>

The Term of the contract is anticipated to be for a period of one year.

#### 6. Publication of RFP

In accordance with California Education Code Section 81641, the College has published a Notice Calling for Qualifications in the San Diego Daily Transcript.

## SECTION II: INSTRUCTIONS & INFORMATION FOR QUALIFICATION SUBMITTALS

All materials submitted in response to this RFP shall be on 8-1/2"x11" paper, preferably in portrait orientation. All submitted materials must be bound in either a three-ring binder or spiral bound notebook. Tabbed dividers should be used to identify and separate sections of the RFP response, which corresponds to the information requested in Paragraph A-G below.

Any additional information that the Respondent wants to submit, which is not listed in Paragraph A-G below, must be bound in a separate binder.

Each Respondent shall submit five (5) copies of their respective RFP responses to:

Bond Program Manager ATTN: Henry Amigable Southwestern Community College District 900 Otay Lakes Road Chula Vista, CA 91910

The District strongly adheres to their request that RFP responses be submitted by the stated deadline. Responses not received in the office of Contract Services prior to the latest date and time of submission will be rejected by the District for non-responsiveness. Respondents are advised that the District utilizes a centralized mailroom/warehouse for receipt of items transmitted by U.S. Mail and courier services, such as FED EX, UPS, etc., which are received in the centralized mailroom/warehouse and will be distributed on a daily routine basis and are not guaranteed to be received in the Bond Program Manager's Building, Building 1688 prior to 12:00 p.m., on

**September 9,2010**. A campus map of the Chula Vista campus identifying Building 1688 is attached as Exhibit "A".

Each response <u>must</u> include the information as described in Paragraphs A-G below:

#### A. <u>Letter of Introduction:</u>

- 1) Letter of Introduction shall include the name, email address, fax number and phone number of the contract person in response to this RFP.
- 2) Letter shall be signed by an authorized officer of the organization.
- 3) Letter of Introduction cannot exceed one (1) page.
- 4) If submitting as a team, note which group is the prime Firm or lead joint venture partner (if applicable).
- 5) Note individual who will be responsible for leading the effort.

#### B. Statement of Qualifications:

Provide a statement of Firm's qualifications [not to exceed five (5) pages]. Using as a minimum the following criteria, the individual or firm should state why it believes it is best-qualified to provide the services requested in the RFP.

- 1) Type of organization or company structure.
- 2) Certification that the environmental consulting firm is legally permitted or licensed to conduct business in the State of California for the services offered.
- 3) The number of years Firm has been in business.
- 4) Location of principal office that will be responsible for the implementation of this contract.
- 5) Qualification of Firm.
- 6) Strength of staff: Include resumes of key personnel that could be assigned to these Projects.

#### C. Experience and Project Approach:

Demonstration of your firm's ability to accomplish the scope of services in a comprehensive and thorough manner in compliance with CEQA and describe your approach to completing the required work. [not to exceed five (5) pages].

- Listed Experience should include environmental documentation prepared for educational facilities where the Firm provided the full range of services described in this RFP.
- 2) List company and individual team members experience in providing same services. Include name of projects and client.

#### D. References:

1) Provide a list of three (3) references, contact name, organization, job title, address, and phone number for whom the Firm has provided similar services within the past five (5) years.

2) Provide authorization of all the principals to allow the College to make oral and/or written inquires of all references listed, regarding your qualifications, performance, reasonableness of fees and charges, and quality of final results.

#### E. **Proposed Fees and Costs:**

- 1) Provide a cost matrix detailing staff members proposed/assigned to each task.
- 2) Key staff is to be identified by name. The matrix must demonstrate the number of hours for each staff member assigned by task, include individual billing rates, and be extended to show labor hours and cost for each task. The matrix shall also be extended to show total labor hours for each staff member. If subcontractors are to be used, each subcontractor shall submit a similar cost matrix. The prime contractor's matrix shall include each subcontractor, the subcontractor's proposed task, and a total cost for each subcontractor. The prime and subcontractor's costs shall be totaled to provide a total cost to provide the proposed services.
- 3) Please provide the **Proposed Fees and Costs Section** in a separated sealed envelope. Provide only one original copy of this section.

#### F. Insurances:

 Provide information on the types and amounts of insurance carried by the Firm, including GLC, automobile liability, Workers Compensation, and Professional Liability Coverage. Refer to Section V: <u>Insurance Requirements</u>.

#### G. Judgments/Evidence of Liability:

1) Please list and submit in a sealed envelope marked "confidential", true copies of any judgments and any other evidence of liability that has been the result of alleged negligent design by the Firm or any of its current or former members during the past five (5) years preceding response to this RFP. This information will not be made public, but will be kept confidential by the District.

#### **SECTION III: SELECTION PROCESS**

The District will evaluate the responses based on the qualifications, background, training, experience, and apparent reasonableness of the Firm's fee structure. The District and the Selection Committee retains the right to exercise discretion in the weight and priority of the evaluation criteria, which most benefits the District. The order of Firms to be interviewed will be selected randomly. The District retains the right to negotiate the final proposed fee schedule prior to recommending and Firm for a contract.

The District's selection process is as follows:

- 1) The Selection Committee shall screen and rate all responses that are submitted. Ratings shall be based on the criteria set forth in Section II, <u>Instructions & Information for Qualified Submittals</u> A through G.
- 2) The Selection Committee will select the short list of "Firms" that shall be invited for interviews. Respondents selected by Selection Committee will be notified by telephone and in writing on their selection status, including the date, time, and information on the interview format and required materials.
- 3) Questions and answers. The selection committee will invite short listed "Environmental Firms" for a presentation/interview. The interviews will be one hour in length; the Firms will have 30 minutes for a presentation and 30 minutes for questions and answers. The interview team shall include the team staff that will be assigned to work with District.
- 4) All data, documents and other products used or developed during response to this RFP remain the property of the Firm and not the District. Following entry into a satisfactory contract, all data, documents, drawings, calculations, and products developed by any Firm selected by the District, in the performance of its contact with the District, shall be the exclusive property of the District.
- 5) The RFP preparation and associated cost are the sole responsibility of the submitter and will not be reimbursed by the District. The District reserves the right to reject any and all RFPs to amend the RFP and the RFP process, and to discontinue or re-open the process at anytime.
- 6) The District shall not be liable to the submitter and its firm, organization, or team for personal injury or property damage sustained in the performance of these services, however caused.

#### **SECTION IV: NEGOTIATIONS/AWARD OF CONTRACT**

- Based upon the interview each Firm shall be rated in each category where professional services are desired. The highest rated Firm shall be invited to enter into contract negotiations with the District.
- 2) When the services and fees are agreed upon, the selected Firm shall be offered a consulting contract.
- 3) If the negotiations are not successful, the District shall enter into negotiations with the next, highest rated Firm until an agreement for services and fees acceptable to the District and the Firm are reached.
- 4) When services and fees are agreed upon, the Selection Committee will make recommendations to the District's Governing Board of Trustees for the award of a contract on a year to year basis, for a total period of up to five (5) calendar years.

Notwithstanding any recommendations of the Selection Committee, action to award the contract is vested solely in the Board of Trustees.

5) Issuance of this RFP does not commit the College to award a contract.

#### **SECTION V: INSURANCE REQUIREMENTS**

The District has requirements mandating that independent contractors and providers of professional services have in place, and provide evidence thereof to the District, general liability insurance, workers compensation coverage, and professional liability insurance. The successful Firm under the RFP shall provide to the office of the Bond Program Manager of the District, certificates of insurance, naming the Southwestern Community College District, and its officers, agents and employees as additional named insured's on policies that are current for the term of the agreement contemplated through this RFP process.

#### 2) Comprehensive General Liability

The Firm shall carry at its own expense, adequate comprehensive general liability insurance from a carrier admitted to write said insurance in the State of California, to protect the Firm, its principals, officers and employees, and the District, its directors, officers, agents and employees, from any and all claims, suits, actions of any nature for damage to property and for personal injury, including death, arising out of or in any way connected with the services provided under any agreement with the District. The coverage shall include, in addition, all automobiles operated by the Firm that are covered while going to and from the site of the performance of services to the District, and while operating motor vehicles on the District's property. Limits of this insurance shall be a minimum of \$1,000,000 per occurrence, with aggregate of \$1,000,000 per policy year.

#### 3) Workers Compensation Coverage

Firm, its principals and employees are independent contractors, and not employees of District. As an independent contractor Firm shall carry workers compensation coverage with an approved provider in the State of California. The Firm shall defend and indemnify at its sole cost and expense, the District, its directors, officers, agents, and employees from and against all claims, demands, actions, and proceedings arising under the California Labor Code and/or regulations for workers compensation benefits, including disability claims for long term rating and compromise.

#### 4) Professional Liability Insurance (Errors and Admissions)

Respondent (Firm) shall have in place, and keep in force during the term of any agreement entered into hereunder, including coverage sufficient to cover all applicable statutes of limitation for the services rendered hereunder, professional liability insurance in an amount of \$1,000,000 per occurrence and an aggregate of no less \$2,000,000.