

# **LGRAND UNION ELEMENTARY SCHOOL DISTRICT**

## **REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR FACILITIES MASTER PLAN**

Qualifications Deadline Date

November 19, 2021 at 4:00PM

### **Submit to:**

**Le Grand Union Elementary School District  
13071 East Le Grand Rd.  
Le Grand, CA 95333-0027  
Attn: Scott Borba**

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## **PURPOSE OF THE RFQ:**

By way of this Request for Qualifications ("RFQ"), the Le Grand Union Elementary School District ("District") seeks Statements of Qualifications ("SOQ") from Architecture Firms ("Consultant") to provide Master Planning services for the facilities program ("Program"). The purpose of this RFQ is to obtain information that will enable the District to select a Consultant(s) best suited to assist the District in connection with the Program. Each Consultant responding to this RFQ should be prepared and equipped to provide full service to the District in an expeditious and timely manner so as to enable the District to meet critical time deadlines and schedules. All qualified architectural firms, including local firms, are encouraged to submit a SOQ.

## **Anticipated Scope of Work:**

It is the District's intent that the planning process be comprehensive and lead to adoption of a District wide plan that will provide the model for facilities planning for a minimum of ten (10) years. The process should include at a minimum, review of functional deficiencies and condition issues in existing facilities, safety issues, HVAC and other mechanical issues, educational suitability issues, technology readiness issues, special program needs, demographic trends, and student capacity issues. All of the District's sites detailed in Attachment "1" will be included in the evaluation and planning, although needs and levels of planning effort will vary from site to site. The successful consultant will be required to perform, at a minimum, the following services:

- Review and confirmation of existing data
- Stakeholder engagement for input on needs, standards, and priorities at each site
- Engagement with District staff, including employees and administrators for input on needs, standards and priorities
- Analysis of individual sites and preparation of options for solving facilities needs on a site-by-site basis
- Developing enrollment projections based on valid assumptions that are explicitly stated and justified.
- Conduct rigorous field inspections of all sites to report all deficiencies including, but not limited to, those related to: (a) Building codes, (b) ADA compliance, (c) Fire and life safety, (d) Building integrity, (e) Mechanical, electrical, plumbing, structural and civil engineering systems, (f) Energy efficiency and management, and (g) Facility infrastructure in support of 21st Century schools.
- Developing specifications to enhance the safety and security of our facilities for students and staff.
- Analyze and factor in environmental sustainability and energy savings opportunities.

- Evaluate existing building use, condition, integrity, and requirements for upgrades and repairs
- Describe conditions of all systems at all facilities, including safety, HVAC, technology, mechanical, electrical, plumbing, and structural systems
- Developing a database of District properties including location, land area, site improvements, square footage by use, site plans showing property line and adjacent areas for all sites
- Analysis of special program needs
- Analysis of District-wide trends and issues which may impact facilities solutions
- Analysis of project phasing opportunities
- Preparation of a detailed Facility Needs Assessment (FNA) by site
- Establishing cost estimates for identified needs, proposed improvements and to correct all deficiencies. Provide detailed backup support. Identify the source of these estimates and the construction cost escalation that may be applied for projected facilities, additions, upgrades and renovations. Explore and recommend viable cost reduction opportunities.
- Compilation of all analyses and proposals into a Facilities Master Plan suitable as a guide for long-range planning and decision making
- Analyzing, documenting and assisting the District in pursuing all potential funding sources available to the District for use in completing the Program and the projects described therein. These sources should include eligibility in the State School Facilities Program, Deferred Maintenance Program and other State Programs. Services will also include assisting the District in determining potential for local funding including general obligation bonds, community facilities districts, developer fees, and local grants. Should the District pursue grants, general obligations bonds, or other such funding mechanisms, services shall include providing assistance by preparing graphic images of conceptual designs, attending and presenting at community meetings, and providing the District with other information and materials as needed to prepare for applications and/or bond elections.
- Stakeholder engagement for review of proposals and input on priorities
- Working with District staff in prioritizing facility needs and gaining buy-in based on community/student needs and financial constraints.
- Coordinate the Facilities Master Plan with the Educational Specifications which will be developed simultaneously by the District's current pool of architects as required by the California Department of Education
- Presentation of proposal to District administration, District stakeholders,

## Facilities staff, and Board of Trustees

Prime elements of interest for the District are: accommodation of educational program standards; value; serviceability; durability of the structures; design standards policy adherence; comprehensiveness of services; timeliness of delivery; and total cost of projects. Incorporation of these elements into the Program is essential to the District's expansion and modernization program. To incorporate these elements and complete the Program, the successful Consultant will be required to perform the following tasks in addition to the above:

### **Facilities Needs Assessment:**

Consultant will be expected to conduct a Facilities Needs Assessment, compile and analyze all available data, as well as independently confirm functional issues with the existing facilities and infrastructure. The District will provide any available existing information on current conditions at the various sites. However, the Consultant will be required to collect and analyze all other required information to meet its duties. The main sources of District available information and data will include Maintenance Work Order histories, Williams Complaint reports and other appropriate information that may be available. The Consultant will review and evaluate the available information for each site as part of the planning process. The process should include at a minimum; cost-benefit analysis of options to repair, remodel or replace existing facilities and/or component systems which are deficient.

During the Facilities Needs Assessment process, Consultant shall develop site budgets based on a physical survey of the campus and the needs identified by District and school site stakeholders at the campus. The site should be evaluated in five scope categories as follows:

1. Permanent Building modernization;
2. Site utility replacement;
3. Food Service upgrades;
4. Playfield replacement; and
5. Portable classrooms to permanent structures.

The above evaluation shall provide a total project cost for each option noted above.

Consultant shall also develop a budget for full campus replacement for the site including the evaluation and cost of new facilities, grounds, playfields and all other areas at the site. Consultant shall produce a site replacement index to quantify when the cost benefit analysis favors new construction over modernization.

The project costs at the site shall be expressed in 2021 dollars and should include contractor overhead & profit, bond and insurance and applicable contingencies. Soft

costs including, but not limited to, design fees, DSA plancheck fees, printing/advertising, test/surveys, inspection, PM/CM fees, program contingency, relocation costs, labor compliance, commissioning, F,F&E and other miscellaneous soft costs should be expressed as a percentage of the total project cost. This percentage should be based on public K-12 school and community college construction in California. (i.e. 70/30 or 65/35 hard/soft costs).

### **Technology Readiness:**

The Consultant should be knowledgeable about current technology trends and work with the District Technology Director and Facilities Director to review current District standards and capabilities. As necessary, the Consultant will assist the District in developing new technology infrastructure standards to transform space to meet 21<sup>st</sup> Century technology needs, and incorporate any existing District and state standards and common practices in new school construction.

### **Demographic, Capacity and Utilization Analysis:**

Working with the District's Staff, prepare and incorporate a demographic analysis as well as enrollment projections to identify and project student populations by attendance area, school, and grade level in order to define future facility needs. The analysis should include at a minimum, a thorough review of demographic trends, city and county building or growth plans, and District grade span analysis. The analysis should include a review of current methods and estimates of school capacity calculations and enrollment projections. The analysis should include a review of the space-use inventory of each assessed facility and the number of students served in each type of space. The analysis should include evaluation of space utilization at sites and associated short-term and long-term recommendations for improved use of space within or among school facilities.

### **Documentation:**

The Consultant shall provide written documentation to support all planning assumptions used; including cost data, design standards, growth projections, and other pertinent information. All document work product created or used by the Consultant shall be provided to the District upon request and shall be deemed property of the District.

### **Jurisdictional Review Meetings:**

The Consultant shall attend and co-chair meetings as directed by the District in which the Consultant shall be prepared to discuss in detail its services. These meetings may include, but are not limited to, the following:

1. Public sessions open to the community to explain the purpose, strategy and methods for information gathering and to solicit input on District standards, District priorities and specific needs.
2. Planning sessions for each site to review and confirm the critical facility needs, and to solicit input and present potential solutions.
3. Presentations to the Board of Trustees: At a minimum, initial orientation meeting

and final presentation.

4. Progress meetings with District staff, held on a regular basis throughout the entire planning process.

### **Facilities Master Plan:**

Consultant shall develop a Facilities Master Plan reflecting the Program by defining the District's facility needs through site inspections, analysis of existing studies, best practices in other school districts and interviews/meetings with community leaders, parents and District staff. Modify facility needs, previously identified by the District, as needed. Ensure concentrated focus in: (1) conducting in-depth assessment of our facility infrastructure including but not limited to electrical, plumbing, heating, ventilation and air conditioning, roofing, energy management, technology infrastructure, (2) energy efficiency and incentive funding, (3) transformative facility and technological enhancements in support of academic learning, (4) district athletic fields and facilities, (5) external and internal landscape of the school sites and (6) providing detailed, realistic project level cost estimations.

### **Deliverables:**

The following items must be delivered to the District for its review and approval:

1. Comprehensive Facilities Needs Assessment (FNA)
2. Comprehensive long range Facilities Master Plan report which identifies needs and solutions for each site and estimated cost.
3. Formal, high-tech multi-media presentation of results.

### **RFQ TIMELINE:**

Request for Qualifications Issued.....	October 21, 2021
Deadline for Submittal of Questions .....	November 5, 2021
Responses to the Questions Submitted .....	November 10, 2021
Due Date for Submittal of Qualifications.....	November 19, 2021 by 4:00 pm
Anticipated Technical Interview .....	November 25, 2021
Anticipated Board Presentation with Q&A ....	December 14, 2021
Anticipated Board Approval Date .....	December 14, 2021
Notification of Selected Consultant .....	December 17, 2021

### **QUESTIONS AND CLARIFICATION OF THE RFQ**

Questions and requests for explanation or clarifications of any kind in regard to this RFQ shall be made in written form and submitted via email to Scott Borba, at sborba@lgelm.org; by no later than 4:00 p.m., November 5, 2021.

## **CONTENTS OF THE SOQ**

Consultants must submit one original, two hard copies, and a digital copy (on a thumb drive) of the SOQ. All SOQs should address the following items in the order listed below. The SOQ shall demonstrate the qualifications, competence, and capacity of the Consultant:

1. **Cover Letter/Letter of Interest** - Include a cover letter, addressed to Scott Borba, Superintendent, stating the eligibility of the Consultant to respond to this RFQ, a brief description of the Consultant and statement of interest.
2. **Table of Contents** - The Table of Contents shall reflect the order stated herein and shall include section titles and page numbers.
3. **Consultant's Data "Attachment 2"** - Each Consultant must completely answer the questions in Attachment 2 of the RFQ. Note: **Questions may be answered in other sections of the SOQ if clearly and conspicuously identified and referenced on the questionnaire.** The following shall be stated:
  - a. **Description of Consultant** - Include a description of qualifications for providing design services on California school construction projects. Include information regarding the size of Consultant's company, location of the office from which the required services would be performed, nature of work performed, and years in this particular business. The Consultant shall provide an affirmative statement that it is independent of the District as defined by generally accepted standards.
  - b. **Consultant's Personnel and Staffing Resources** – Consultant shall submit with its SOQ, resume(s) or profiles for each key staff who will be proposed to provide the requested services, including their qualifications and recent relevant experience providing similar services. Each resume shall include, but not be limited to, the following information: (a) Education; (b) Years of relevant experience; (c) Professional registrations, certifications and affiliations (d) project-specific experience with focus on public projects and emphasis on K-12 projects providing architectural and engineering services, including dates and durations of each project listed and the name of the firm where employed. Consultant shall include an affirmative statement that the Consultant and all assigned key professional staff are currently licensed to perform the services and hold all proper business or other required licenses. Given your current and planned workload, describe whether you have the capacity to handle the Programs in an expedient manner to meet scheduled deadlines,

Identify any proposed subconsultants and any other relevant disciplines. List professional license numbers and dates as well as business address, telephone number and fax number for such subconsultants. Disciplines that



might be included are civil, structural, mechanical, plumbing, and electrical engineers and landscape architects. Include brief resumes and related experience for appropriate members of these firms. Explain the subconsultant's technical capabilities in quality control and assurance procedures, including coordination of design disciplines, complying with program requirements and conformance with Federal/State/Local applicable code requirements.

c. **Capacity & Methodology** - Describe how the Consultant will provide services and fulfill the requirements and expectations of the District and this RFQ. Use this section to address the ability of Consultant to undertake and accomplish the required scope of services while meeting any deadlines; the Consultant's record of meeting schedules and deadlines of other clients; advantages over other firms in the same industry; strength and stability as a business concern; and supportive client references. Describe the Consultant's ability to provide architectural and engineering services exclusively and in a timely manner for the District and the Consultant's commitment to providing personnel assigned to District's Programs. Information should be furnished for both the respondent and any subconsultants included in the SOQ.

d. **Experience** - Description of past performance and related experience. Each Consultant is required to submit a list of its most relevant consulting services provided in the past five (5) years that are of the approximate size of services described in the Scope of Services identified in the sample Architectural Services Agreement, attached hereto as Attachment 1. The list shall include: (1) the size of the project, (2) scope of the work, (3) dates services were performed, (4) number of hours of service for the project, (5) DSA close-out/certification status of the project, (6) client's name and address, and (7) client contact name and phone number.

If applicable, specify the architectural and engineering services the Consultant has provided for the District previously. State the name and scope of each project, and the beginning and ending dates of services.

e. **Financial Information** - Furnish, as an appendix, financial information (such as last year-end Income Statement and Balance Sheet) that accurately describes the financial stability of the Consultant. (If financial statements are provided, their disclosure will be confined to those individuals involved in the evaluation of the responses and award of ensuing contracts.)

f. **Change Order Data** - Provide change order data for school construction projects performed in the last five (5) years, including projects listed under Program Specific Experience (Item 3, Section d). Include original estimates of project costs and a brief explanation of the change

orders. List the purpose of the change order and by whom and why it was requested.

g. **Customer Service Commitment** - Describe Consultant's philosophy and approach for providing outstanding customer service.

h. **Local Business Participation** - Describe the Consultant's plan for inclusion of local businesses in the services to be provided for the District. A locally-owned business, for purposes of satisfying the locality requirements of this provision, is one which holds a valid business license issued by the County or the City where the District maintains an office.

i. **Litigation** - Furnish and provide specific information on any termination for default, litigation settled, or judgments entered within the last five (5) years, and civil judgments or criminal convictions for false claims within the last five (5) years. Identify if the Consultant or any employee of the Consultant is a party to an existing dispute with an owner, owner's consultants or contractors, related to any project for which the Consultant provided architectural and engineering services. If so, please describe the nature of the dispute and its anticipated outcome.

Identify if the Consultant has ever filed a petition for bankruptcy. If so, please provide the date the petition was filed and identify the jurisdiction in which it was filed.

j. **Additional Information** - Consultants are encouraged to provide additional information or a description of resources the Consultant feels is pertinent to the RFQ. Consultants are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

4. **Billing Rates and Reimbursable Expenses "Attachment 3"** - Provide billing rates for all personnel and/or categories of employees as well as any overhead or other special charges. If applicable, Consultant's SOQ should include estimates for certain standardized components of the architectural and/or engineering services process. Provide Consultant's typical fee schedule as applicable as well as any sub-consultant fees or services that may be needed.

Provide the proposed billing rate for each proposed discipline and employee. Consultant's proposed fee should include and account for all direct labor costs, fringe benefits, insurance, overhead, profit and all other expenses the Consultant will incur in providing architectural and/or engineering services. Provide any planned escalation rate for future years if already determined. All other services not included herein shall be negotiable as required.

All proposed reimbursable expenses shall be directly related to the services required for the Programs and must be supported by proper documentation and prior District authorization. Reimbursement shall not exceed cost plus five percent (5%).

**Note:** The District does not reimburse travel expenses to and from District offices and/or Program sites.

**Note:** Additional service fees shall be negotiated with the selected firm on a lump sum basis.

5. **Insurance Requirements** – Consultants must have the ability to secure insurance coverage and provide Proof of Certificate of Insurance, as described below:

Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

- Owned, non-owned and hired vehicles;
- Blanket contractual;
- Broad form property damage;
- Products/completed operations; and
- Personal injury;

Professional liability insurance, including contractual liability, with limits of \$2,000,000 per claim;

Workers' Compensation Insurance shall be maintained, in accordance with provisions of the California Labor Code, adequate to protect any person, firm, or corporation employed directly or indirectly in connection with the work of the Consultant from claims under Workers' Compensation Acts which may arise for operations, whether such operations be by any person, firm, or corporation, employed directly or indirectly by the Consultant upon or in connection with the work.

6. **Equal Employment Opportunity (EEO) Certification "Attachment 4"** – Each responding firm must certify that compliance with the federal EEO requirements is met.
7. **Worker's Compensation Insurance Certification "Attachment 5"** – Complete and sign the Worker's Compensation Insurance Certification form. Consultants shall describe the outcome of design and construction-related claims, if any, filed against the firm's general liability or

professional liability or automobile liability insurance carriers during the most recent five (5) years. Proof of Insurance for General Liability, Professional Liability, Public Liability and Auto Liability or a statement of liability shall be required from the successful firm according to the terms of this RFQ.

At a minimum, the following documents will be required of the selected Consultant(s):

- Proof of DOJ Fingerprinting clearance
- W-9 Form (IRS Form 1099)

## **PREPARATION AND SUBMITTAL OF THE SOQ**

### **SOQ Submittal and Deadline**

One original, two hard copies and a digital copy (on a thumb drive) of the SOQ must be submitted under sealed cover by no later **than 4:00 p.m. on November 19, 2021**. Label the outside of the sealed SOQ envelope or box with your company name, SOQ title and RFQ deadline.

SOQs shall be delivered to the attention of:

Le Grand Union Elementary School District  
13071 East Le Grand Rd.  
Le Grand, CA 95333-0027  
Attn: Scott Borba

It is the sole responsibility of the Consultant submitting a response to this RFQ to ensure that its RFQ and any amendments are actually received by the District prior to the deadline time and due date. Unless this RFQ is extended by a written amendment, SOQs received after the time on the due date will not be considered. Faxed or emailed SOQs will not be accepted.

### **SOQ Completeness**

SOQs shall be completed in all respects as required by the instructions herein. A SOQ may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A SOQ will be rejected if, in the opinion of the District, the information contained therein was intended to mislead the District in the evaluation of the SOQ.

### **District Not Responsible For Preparation Costs**

All costs incurred in the preparation, submission and/or presentation of Consultant's responding to the RFQ including, but not limited to, the Consultant's travel expenses to attend any pre-conferences, oral presentations, long distance charges, and negotiation sessions, shall be the sole responsibility of the firm and will not be reimbursed by District.

District shall not pay for any costs incurred for SOQ or contract preparation as a result of termination of this RFQ or termination of the contract resulting from this RFQ.

### **Right to Use Ideas**

All SOQs and other materials submitted become the property of the District. District reserves the right to use any ideas presented in any response to the RFQ. Selection or rejection of the SOQ shall not affect this right.

### **Modification or Withdrawal Of RFQ**

Consultant may modify or withdraw a SOQ after submission by written request of withdrawal and re-submission, provided that the SOQ withdrawal is prior to the due date deadline specified.

### **Amendments**

Consultants are advised that the District reserves the right to amend this RFQ at any time. Amendments will be done formally by providing written amendments to all potential Consultants known to have received a copy of the RFQ and/or by publishing the amendment on the District's website: [www.legrand.k12.ca.us](http://www.legrand.k12.ca.us)

### **Equal Opportunity**

The Consultant shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines. Legal residents of the United States of America shall be used in providing all services under this RFQ.

Consultant shall not discriminate nor permit discrimination against any person because of race, color, religion, age, national origin, ancestry, creed, handicap, sexual orientation, union membership, in the performance of the work including but not limited to, preparation, manufacturing, fabrication, installation, erection and delivery of all supplies and equipment. In the event of receipt of such evidence of such discrimination by the firm or its agents, employees or representatives, District shall have the right to rescind and terminate the Contract.

The successful Consultant agrees to include the paragraph above with appropriate adjustments in all subcontracts, which are entered into for work to be performed pursuant to the Contract.

Complete the Equal Opportunity Certification form, attached herein as Attachment No. 4, and return with the SOQ.

### **Waiver or Breach Thereof**

No term or provision of this RFQ shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or subsequent breach, except as may be expressly provided in the waiver or consent.

### **Covenant against Gratuities**

The Consultant warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the firm or any agent or representative of the firm, to

any officer or employee or consultant of the District with a view toward securing the resultant contract or securing favorable treatment with respect to any determinations concerning the award of the Agreement. For breach or violation of this provision, the District shall have the right to terminate any negotiation or the resultant contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which the firm agreed to supply shall be borne and paid for by the firm. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

### **Indemnification and Insurance**

The Consultant, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the District, its employees and representatives, from any liability of any nature or kind arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the design professional in regard to the delivery of the services required under this RFQ. Further, the successful Consultant(s) will be required to provide to the District evidence and the amount of Errors and Omissions Insurance i.e. Professional Liability Insurance currently in effect. Limits for Errors and Omissions Insurance are \$1,000,000 for each occurrence and \$2,000,000 aggregate and the District will be named as additional insured.

### **Conflict of Interest**

The Consultant is in agreement that it presently has no interest and will not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The firm further agrees that no person having any such known interest or conveyed an interest shall be employed, directly or indirectly, in the delivery of services under this RFQ.

### **Independent Contractor**

The Consultant represents itself as an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the District. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses.

### **Precedence of Documents**

The contract between the District and the successful firm(s) shall consist of (1) this RFQ and any amendments thereto, (2) the SOQ submitted by the Consultant to the District in response to the RFQ, and (3) the firm agreement included herein to be executed with the successful Consultant(s). In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the agreement shall govern. However, the District reserves the right to clarify any contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFQ or the firm's SOQ. In all other matters not affected by the written clarification, if any, the RFQ shall govern.



### **Compliance with Laws**

In connection with the furnishing of services or performance of work under this RFQ, the firm agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations and executive orders to the extent that the same may be applicable.

### **SOQ EVALUATION, AWARD AND AGREEMENT**

#### **SOQ Evaluation:**

A District SOQ Evaluation Committee will determine which, if any, SOQ is in the District's overall best interest to accept. During the evaluation process, the District may request additional information, clarifications, explanations and answers from any proposing Consultant. The District may request any or all proposing Consultants to participate in a presentation and/or interview in regards to their SOQ. Invited firms may be required to set up and conduct a tour of its most representative work for the Evaluation Committee to review. The invited Consultants must be able to be available for the presentation and/or interview within two (2) days of the request, unless another date has been agreed upon.

The District reserves the right to conduct negotiations with any number of proposing Consultants, as determined by the District, for entering into contract agreements.

#### **Evaluation Criteria:**

The evaluation of SOQs will include, but not be limited to, the following criteria:

1. **SOQ Packet** - Completeness and clarity of SOQ content.
2. **Firm Qualifications, Experience & References** - Company size, years in business, licenses and certifications, etc. Experience and expertise of the firm in providing school construction projects of comparable size and scope, especially a K-12 school district.
3. **Firm's Personnel and Staffing Resources** - Professional qualifications and specialized experience of the proposed staff including the quality of the Consultants professional personnel to be assigned to District Programs; the quality of the Consultants management support personnel to be available for technical consultation and/or assistance; and the Firm's plan for recruiting and utilizing local businesses.
4. **Capacity & Methodology** - Current capacity and likelihood of the firm to successfully meet the needs of the District and fulfill the requirements of each Agreement issued within the timelines given.
5. **Experience and References** – Experience and expertise of the firm in providing similar services to other public entities of comparable size and scope, especially a California public school district.
6. **Financial Stability. Local Businesses Participation and Customer Service** – The solvency of the responding Consultants, involvement and

integration of the local businesses in the overall services, willingness and availability of the firm to assist the District in the assessment, evaluation, administration, procedures, presentations and reporting regarding any assignment related to the District Programs.

7. **Fee Schedule** – Rate schedules as outlined in Attachment 3.

## **GENERAL TERMS AND CONDITIONS**

### **District Obligation**

Receipt of SOQs in response to this RFQ does not obligate the District in any way. The District reserves the right to accept or reject any or all SOQs, to waive any irregularities or informalities in any SOQ or in the RFQ process.

### **Award of Contract**

This RFQ implies no obligation to award contracts to any Consultant. If it is in the best interest of the District, the District retains the sole and absolute right to select the Consultant that best meets the District's requirements. The award is subject to acceptance by the Governing Board of the LGrand Union Elementary School District. The Consultant that is awarded a contract pursuant to this RFQ shall be required to enter into a standard Architectural Services Agreement prepared by the District that is substantially and materially similar to the Architectural Services Agreement attached hereto as Attachment 1.

### **Approval to Start Work**

The successful Consultant may perform work once an Architectural Services Agreement has been fully executed and approved by both parties and all appropriate documentation has been received and approved by the District, and a purchase order has been issued. The District shall not be responsible for work done, even in good faith, prior to approval of the Architectural Services Agreement and purchase order issuance by the District.

### **Ownership of Documents**

All SOQs and materials submitted in response to this RFQ shall become the property of the District and shall be considered a part of Public Records, unless exempted by law. In addition, all designs, drawings, specifications, notes and other work developed in the performance of any services resulting from this RFQ shall be the sole property of District and may be used by District for any purposes without additional compensation to the selected Consultants. Selected Consultant agrees not to assert any rights or to establish any claim under the design patent or copyright laws.

### **Joint Ventures**

Where two or more firms desire to submit a single response to this RFQ, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. The District intends to contract with a single firm and not with multiple firms doing business as a joint venture.



**Firm's Power and Authority**

The Consultant warrants that it has full power and authority to grant the rights herein granted and will hold the District hereunder harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, firm declares that it will not enter into any arrangement with any third party, which might abridge any rights of the District under this contract.

**Disputes**

If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute among them via agreement and thereafter by mediation under the American Arbitration Association's Commercial Mediation Rules before resorting to litigation. All parties shall share the costs of any mediation proceedings equally.

**Fingerprinting**

Per the provisions of the Education Code Section 45125.1, the District has a zero tolerance for all Consultants having any contact with students without having first obtained clearance from the State Department of Justice. All assigned Consultant personnel shall comply with the fingerprinting clearance law prior to providing services at any District sites.

## **ATTACHMENT 1 – SAMPLE AGREEMENT**

**(Attached)**

## **ATTACHMENT 2 – CONSULTANT QUESTIONNAIRE**

The Consultant shall furnish all the following information accurately and completely for the Consultant and each of the proposed staff. Failure to comply with this requirement may cause rejection of the Consultant's qualifications. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the Consultant and/or any of its owners, officers, directors, shareholders, parties or principals.

If the same information is provided elsewhere in your qualification and qualification materials, then please clearly identify such in the following questions.

Please be advised that the District may request verbal or written clarifications, additional information, an interview or presentation at any time regarding this questionnaire.

### **SECTION A - GENERAL INFORMATION**

- (1) Consultant name, address and contact information:

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- (2) Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Email and Internet Addresses: \_\_\_\_\_

- (3) Type of business entity: (check one)

Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

- (4) Names and titles of all principals/officers of the Consultant:

Name	Title	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(5) Please list any applicable certifications and licenses and their associated numbers:

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(6) Have you or any of your principals ever conducted similar services under a different name or certification or different license number? \_\_\_\_\_.

(a) If yes, give Consultant name, address and certification or license number.

Name \_\_\_\_\_

Address \_\_\_\_\_

License No. (if any) \_\_\_\_\_

(7) How many years has Consultant been in business under its present business name?

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(8) How many years of experience does Consultant have providing similar services?

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(9) For how many public agencies has Consultant provided similar services?

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(10) Please list the public agencies, including any school districts that Consultant has provided similar services for:

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(11) Please attach a short history of the Consultant including whether it is local,

national, or international business entity, as well as approximate number of employees. Also provide the number of offices and locations.

- (12) Identify Architectural and Engineering Services performed for other school districts in accordance parameters described above.
- (13) Describe how Consultant has successfully provided Architectural and Engineering Services such as those described herein.
- (14) Describe the unique or innovative programming approaches utilized on previous projects.

**SECTION B - LEGAL**

- (15) Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years? \_\_\_\_\_.

- (a) If yes, provide the name of the public agency and briefly detail the dispute:

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- (16) Have you ever had a service agreement terminated for convenience or cause in the prior five (5) years? \_\_\_\_\_.

- (a) If yes, provide details including the name of the other party:

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- (17) Is Consultant, owners, and/or any principal or manager involved in or is Consultant aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? \_\_\_\_\_.

(a) If yes, provide details:

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- (18) Is Consultant, owners, and/or any principals or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency? \_\_\_\_\_.

(a) If yes, provide details:

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- (19) Does Consultant maintain errors and omissions coverage? \_\_\_\_\_.

If so, please provide a current copy of the declaration page showing the maximum liability or policy value.

- (20) Will Consultant comply with all District, local, State and Federal legal requirements, regulations and laws? \_\_\_\_\_.

### **SECTION C - ADDITIONAL INFORMATION**

- (21) Please provide any other information that may assist the District in ascertaining your qualifications, capability and customer service under any resultant agreement.

## **SECTION D – CONFLICT OF INTEREST**

(22) Have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? Identify any conflict of interest in (a):

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:

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I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Consultant Questionnaire pages one through four is true and correct.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_,

State of \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

### **ATTACHMENT 3 – FEE SCHEDULE AND REIMBURSABLE EXPENSES**

Fee proposal shall include the percentage of construction cost that shall be billed for projects when the method of compensation is determined to be by percentage of construction cost.

<b>Size</b>	<b>Construction Cost</b>	<b>Percentage of Architect's Fee</b>
<b>Small Programs</b>	Under \$100,000	
	\$100,000 - \$500,000	
	\$500,000 - \$1,000,000	
	\$1,000,000 - \$3,000,000	
<b>Medium Programs</b>	\$3,000,000 - \$5,000,000	
	\$5,000,000 - \$7,500,000	
	\$7,500,000 - \$10,000,000	
<b>Large Programs</b>	Greater than \$10,000,000	

### **REIMBURSABLE EXPENSES**

Consultant(s) shall list the reimbursable expenses, if any, on a unit cost basis.

<b>Reimbursable Expense</b>	<b>Unit Cost</b>

The only reimbursements that will be paid to consultants shall be for actual cost of incidental materials and services authorized by the District. Reproduction of bidding documents shall be coordinated with the District printing vendor. Travel expenses and mileage are non-reimbursable.



## **BILLING RATES**

Do rates include travel charges?

☐

Yes

☐

No

Job Title	Hourly Rate	Daily Rate (min - max)

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Effective Dates of Rates

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Signature

**NOTE:** All licensed professionals in responsible charge of the work **MUST** be directly employed by the responding Consultant and **NOT** employed as a Sub-Consultant. Consultant will **propose** an all-inclusive hourly fee for all Services describe in the RFQ. Consultant's proposed fee should include and account for all direct labor costs, fringe benefits, insurance, overhead, profit, and all other expenses the Consultant will incur in providing Services. All other Services not included herein shall be negotiated as required.

**ATTACHMENT 4 – EQUAL OPPORTUNITY CERTIFICATION**

To: Le Grand Union Elementary School District, 13071 East Le Grand Rd., Le Grand,  
CA 95333-0027

Consultant: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone ( \_\_\_\_\_ ) \_\_\_\_\_ FAX ( \_\_\_\_\_ ) \_\_\_\_\_

Number of Employees \_\_\_\_\_

This Consultant is:

Independently Owned and Operated

An Affiliate of \_\_\_\_\_ Parent Company \_\_\_\_\_

A Subsidiary of \_\_\_\_\_ Address \_\_\_\_\_

A Division of \_\_\_\_\_

\*\*\*\*\*

This is to certify that we are an Equal Opportunity Employer and have made a good  
faith effort to improve minority employment.

\*\*\*\*\*

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## **ATTACHMENT 5 – CONSULTANT'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700:

"Every employer except the state and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provision of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Principal

\_\_\_\_\_  
Title

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performance of any work under this contract.)