

# **REQUEST FOR QUALIFICATIONS (RFQ)**

## **Architectural and Engineering Design Services**

### **Two-Story Classroom Building At Eisenhower High School**

The Rialto Unified School District is requesting responses from interested qualified Architectural and Engineering firms, to perform/provide Architectural and Engineering Design Services for a new two-story classroom building at Eisenhower High School. All submittals will be reviewed for their apparent ability to meet District requirements and provide the highest quality Architectural and Engineering Design service available.

Firms that intend to submit an RFQ must be an insured, licensed architect, and must maintain a full-service office within fifty (50) miles of the District.

Interested Firms are invited to submit an RFQ as described below, with one (1) electronic copy in PDF format and three (3) paper copies in a sealed envelope prominently marked with: Request for Qualifications, title, the due date and time, and the name of the organization submitting the RFQ, to:

Rialto Unified School District  
Facilities Planning Department  
Attn: Angie Lopez, (Agent) Director  
625 W. Rialto Avenue  
Rialto, CA 92376

If you have any questions regarding this RFQ please contact Angie Lopez at [alopez@rialtousd.org](mailto:alopez@rialtousd.org)

**RFQs are due on or before Friday, December 18, 2020, no later than 4:00 p.m.**

The District shall in no event be responsible for the cost of preparing this RFQ.

Thank you for your interest in working with the Rialto Unified School District.

**Rialto Unified School District**  
**Architectural & Engineering Services RFQ**  
**Two-Story Classroom Building**  
**At Eisenhower High School**

**General Information**

The District invites qualified Firms to submit an RFQ related to its ability to provide the services, as more fully indicated herein. Firms must have extensive experience with the Office of Public School Construction (OPSC), the Uniform Building Code (UBC), Title 24 of the California Code of Regulations, California Department of Education (CDE), Department of Toxic Substance Control (DTSC), California Geologic Survey and the Division of the State Architect (DSA). Firms must have extensive experience (minimum of 7-10 years) in the design of public school facilities, working with construction managers, contractors District personnel and other school facility related consultants, and establishing project scope and project budgets.

**1. Scope of Services**

**1.1. Basic Services.** Architect's Basic Services shall consist of all architectural, structural, mechanical, electrical engineering, civil engineering (on site), interior finishes, landscape design and statements of probable construction cost required, or which can be reasonably inferred to be required and generally accepted architectural and engineering practice, for completion of the project (including the delivery of hard copy of "As-Built Plans" and electronic files in PDF/CADD files upon completion of project). Architect will provide these services for the following phases of the project:

- Schematic Design Phase
- Design Development Phase
- Construction Documents Phase
- DSA Approval Phase
- Bidding Phase
- Construction Administration Phase
- Post-Construction Phase (including DSA Closeout)

Architect will furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural, engineering, and all related services, necessary for the full and adequate completion of the project. All services, whether Basic Services or Additional Services shall be subject to, and performed in accordance with, the agreement set forth with the District; and all applicable local, state and federal laws, rules and regulations.

**1.2. Architect's Personnel.** Architect will appoint a Project Architect. The Project Architect shall 1) be available to District on or off the site as required for the proper performance of all matters relating to the project; 2) provide overall direction of the planning and design of the project; 3) maintain oversight of the project at all times; 4) have full authority to represent and act on behalf of Architect for all purposes under the Agreement; 5) supervise and direct the services using his or her professional skill and attention; 6) be responsible for the means, methods, techniques, sequences and procedures used for the services; 7) adequately coordinate all portions of the services; and 8) act as principal contact with the District and all contractors, consultants, engineers, and inspectors on the project.

The Architect shall be responsible to the District for the work of Architect's professional consultants. Architect shall be responsible for the work of its consultants, shall coordinate the work of its consultants, and shall review, approve and back-check all documents produced by its consultants for the District.

**1.3. Additional Consultants.** The District reserves the right to retain other architects, engineers, and/or consultants in connection with each project. Architect shall coordinate with these parties as a Basic Service covered by this Agreement.

**1.4. Qualification and License.** All architects, engineers, and other consultants retained by architect shall be qualified to perform the services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

**1.5. Compliance with Standards.** All architects, engineers, and other consultants hired by architect shall be required to meet the same standards and requirements. The architect's agreements with its architects, engineers, and other consultants shall contain a provision making them subject to all standards and requirements set forth in the District's agreement that apply to their respective scope of work.

**1.6. Compliance with Regulations.** The architect shall be responsible to see that a project as designed can operate as a functional, efficient, high-quality facility. The architect is responsible for ensuring that the project design shall comply with all laws, ordinances, codes, rules and regulations of all governmental authorities and public utilities bearing on the work of the project, and with all quasi-governmental, and other regulations bearing on the work of the project.

**1.7. Design Schedule.** Architect's Basic Services are to be provided in accordance with a Design/Construction Schedule set forth by the District, and which may be amended from time to time by mutual agreement. The Design/Construction Schedule shall indicate by month and year estimated completion times when the Architect is to complete each phase. The Design Schedule shall specify task milestones for the design and approval process sufficient to allow monthly status checking. Architect shall be responsible to submit monthly updates of the Design Schedule to the District.

**1.8. Meetings.** Architect and architect's consultants shall attend meetings with District, and others as District may require for completing a project. These include, but are not limited to, project meetings, and meetings with governmental, quasi-governmental and other authorities with jurisdiction over a project. Project meetings will be scheduled by District and are expected

to be weekly during the Schematic Design and semimonthly during the Design Development Phase; during such phases there will be meetings with owner's technical staff on technical issues and with educational groups on programmatic issues. The Architect will prepare and distribute minutes to all attendees for these meetings. Due to COVID-19 conditions, meetings may be in a virtual mode.

**1.9. Value Engineering.** Architect shall assist the District and Construction Manager in developing value engineering opportunities during the design and bidding phases of a project. If the District, in its sole judgment and determination, elects to incorporate Value Engineering concepts or solutions, Architect shall incorporate such into the Construction Documents without any additional charge.

**1.11. Additional Services if Required.** District may require Architect to perform Additional Services beyond the Basic Services. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Architect was aware or should have been aware pursuant to laws and regulations. Such Additional Services may include, but shall not be limited to:

**1.11.1. Inventories.** Providing detailed quantity surveys or inventories of materials, equipment or systems other than those required as a Basic Service in order to select materials, equipment and methods.

**1.11.2. Fire.** Providing consultation concerning replacement of any work damaged by fire or other causes beyond the control of the architect during construction.

**1.11.3. Defaults of Others.** Providing services made necessary, without fault of architect, by default of the contractor(s); major defects or deficiencies of the contractor (s) or failure of performance by the contractor(s). Including the assistance to enforce warranty issues as needed.

**1.11.4. Consultants.** Providing services of consultants for other than basic services.

**1.11.5. Changes.** Making revisions to previously approved drawings, specifications or documents as a result of increasing or decreasing the project budget or to accomplish changes requested by District and assisting the contractor(s) in preparing change orders to accomplish such revisions, when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents, or are due to other causes beyond the reasonable control of architect. Preparing drawings, specifications and supporting data and providing other services in connection with such change orders. However, change orders and related services necessitated by an error or omission of architect shall be provided without additional cost; provided however that the performance of such services shall not be an admission of liability by architect.

**2. Firms' RFQ.** The submitted RFQ must be consecutively numbered on each page and must include the following information, using the following outline structure, except as may be otherwise directed. The Firms' RFQ shall **be no longer than thirty (30) pages, 8½" x 11" paper**, bounded inclusive of résumés, forms, and pictures, and tabbed according to the numbering system reflected below.

**2.1. Content of Request for Qualifications.** Firm's RFQ must be concise, well organized, and demonstrate Firm's qualifications, and shall be formatted as outlined below.

- **Tab 1 Letter of Interest.** A dated Letter of Interest must be submitted, including the legal name of the Firm(s), address, telephone, and fax numbers, and the name, title, and signature of the person(s) authorized to submit the RFQ on behalf of the Firm. The Letter of Interest should provide a brief statement of Firm's experience indicating the unique background and qualities of the Firm, its personnel, and its sub-consultants, and what will make the Firm a good fit for work in the District.
- **Tab 2 Table of Contents.** A table of contents of the material contained in the RFQ should follow the letter of interest.
- **Tab 3 Executive Summary.** The executive summary should contain an outline of Firm's approach, along with a brief summary of Firm's qualifications.
- **Tab 4 Proposed Personnel/Firm Team.** Include resumes of key personnel who would be performing services for the District. Specifically, define the role of each person and outline his or her individual experience and responsibilities. Indicate personnel who will serve as primary contact(s) for the District. Indicate Firm's and personnel's availability to provide the services.
- **Tab 5 Firm Information** - Provide a comprehensive description of the architectural and engineering design services offered by Firm. The description should include the following:
  - Provide a brief history of Firm, and, if a joint venture, of each participating Firm. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted.
  - Describe Firm's philosophy and how Firm intends to work with the District's administration officials to perform the services, including assistant superintendents, facilities directors, teachers and site principals, to respond to the unique challenges of District's educational program requirements.
  - Include resumes of key personnel who would be performing services for the District. Specifically, define the role of each person and outline his or her individual experience and responsibilities. Indicate personnel who will serve as primary contact(s) for the District. Indicate Firm's and personnel's availability to provide the services.

- Provide a statement of Firm's financial resources and insurance coverage. Include a certification of correctness or other documentation demonstrating the Firm's financial resources and stability.
- Provide a statement of **ALL** claim(s) filed against Firm in the past five (5) years. Briefly indicate the nature of the claim and the resolution, if any, of the claim(s).
- Include recent letters of reference or testimonials. Firm should limit letters of references or testimonials to no more than five (5).
- Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the District in understanding Firm's qualifications and expertise.

➤ **Tab 6 Prior Relevant Experience.**

- Describe your firm's approach to quality control / assurance procedures, including coordination of design disciplines.
- Describe your firm's experience with construction cost reduction measures including how Firm intends to assist District in meeting established project budgets and in prioritizing project construction to meet budget.
- How does your firm approach modernization projects compared to new construction projects?
- Describe your experience with DSA and working within the DSA processes. Specifically, describe your experience and strict compliance with the DSA inspector card process and final closeout with certification
- Identify established methods and approaches utilized by your firm to successfully meet completion deadlines, and provide examples demonstrating effective use of stated methods and approaches.
- Discuss the Firm's ability to meet construction schedules for projects with very tight timetables, Firm's schedule management procedures, and how the Firm has successfully handled potential delays both for the contract documents and for field changes.
- Provide a list of **ALL** K-12 projects performed by Firm in the past five (5) years. Provide the information described below for the ten (10) **MOST RECENT** projects.
  - ✓ Name of project and district,
  - ✓ Name of project architect,
  - ✓ Scope of projects, description of services provided,
  - ✓ Contact person and telephone number at district,
  - ✓ Firm person in charge of each project,
  - ✓ Dollar value of each project,
  - ✓ Original construction budget and final construction cost, and

- ✓ All litigation arising from the project, if any. Provide information related to the issues in the litigation, the status of litigation, names of parties, and the outcome. This includes any litigation between a contractor and a school district and/or an architect in which Firm was or was not named.
- **Tab 7 Additional Information.** Provide any additional information about the Firm as it may relate to this RFQ, include information related to any special certifications such as LEED or Green Schools certified.
- **Tab 8 Conflicts of Interest.** If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate in any way to similar work, the project, or the District that may have a potential to conflict with Firm's ability to provide the services described herein to the District. Firms cannot submit, propose, bid, contract, sub-contract, consult, or have any other economic interests in the project for which the Firm may provide services. The Firm selected to provide the services and any subsidiary, parent, holding company or affiliate of the selected Firm, may not perform any construction work or submit a bid for the Project.

## 2.2. Compensation.

2.2.1. **Fee Schedule.** Please also provide a current fee schedule for the types of service(s) that you offer. If referencing basic services costs, include typical staffing expectations and variations that the District could expect for specific types of projects, if applicable. Please also provide detailed information on your billing practices (i.e. lump sum, percentage-based, other), including reimbursable cost categories and hourly billing rates by position for additional services. Please indicate your firm's position on whether it would be seeking to charge below, at, or above the "OPSC Fee Schedule" (modernization, new construction, and portables/modular) and the circumstances that might impact that position.

2.2.2. **Additional Costs.** Identify any additional fees, costs, expenses or reimbursable fees for which Firm would be seeking compensation outside the contract fee.

## 3. District's Evaluation / Selection Process

3.1. **District Investigations.** The District may perform investigations of proposing parties that extend beyond contacting the districts identified in the RFQ.

### 3.2. Selection of Qualified Firm

The District's selection committee will review and evaluate all RFQs received based on the following criteria (in no specific order):

- ❖ Experience and performance history of the Firm with similar projects;
- ❖ Experience and results of actual personnel;

- ❖ References from clients contacted by the District;
- ❖ Technical capabilities and track record of their use;
- ❖ Overall responsiveness of the RFQ.
- ❖ Firm's pricing information.

**3.3. Final Determination and Award.** The District's Selection Committee will make the final determination on the Firm to be selected. The selection process may include a virtual interview with the top two (2) firms. The selected Firm will be presented to the Board of Education for final approval and award.

**4. Public Records.** RFQs will become the property of the District and subject to the California Public Records Act, Government Code sections 6250 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked "Confidential," "Proprietary," or "Trade Secret," the Firm agrees, by submission of its RFQ for the District's consideration, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.