

I. INTRODUCTION

The District is a school district operating and existing under the laws of the State of California, seeking a qualified and experienced architectural firm to perform the services described herein.

The selected firm will work under the supervision of the construction/project manager ("CM") selected to oversee the District Projects.

II. PROJECT DESCRIPTION

The Red Bluff Union Elementary School District is located in Tehama County along Interstate 5. It has an enrollment of 2,044 K-8 students in four schools. The average age of the schools is 55 years old with the oldest school being 75 years old. In 2018 the district passed a \$12 million general obligation bond to upgrade/modernize the existing schools and to replace existing old portable classrooms that almost 50% of the district students are housed in. In addition the oldest school in the district which is 75 years old has facility issues that need to be studied for a potential State Facility Hardship application. The project would include master planning each school site for the evaluation and replacement of the existing portable classrooms with new modular and or permanent classrooms, evaluate the existing permanent structures in order to develop modernization plans consistent with State requirements and funding, evaluate infrastructure needs at each school site and evaluate, oversee specific safety studies and compile findings on the Bidwell school site for a possible Facility hardship application.

The District is performing this solicitation to develop a "pool" of qualified Architects who can assist with various District Projects as requested.

III. ANTICIPATED REQUIRED SERVICES

The selected firm will:

- Review the District's specified Project budget and time table and confirm that the designated Project can be designed and constructed for the budget and within the proposed completion schedule.
- Prepare the design criteria, plans, specifications and other project-specific material. The documents shall be of sufficient detail to show design intent of the District with regard to the identified Project and to allow potential contractors to prepare a detailed proposal in response to a request for proposal or bid on the project as applicable. Additionally, the documents shall specify the exact or minimum amount of usable floor areas required and the environmental conditions (power, light, heating, cooling, ventilation, etc.) required for the Project and, as appropriate and requested by the District, specific design directives and performance criteria for certain portions of the Project.
- Assist District and its counsel with procurement of a contractor.

- Participate in all meetings determined to be necessary to ensure the successful completion of the Project.
- As requested by District, provide a presentation to the District's governing board concerning the completed documents to assist with obtaining Project approvals from the District's governing board.
- Respond to Requests for Information ("RFIs") submitted by the General/Prime Contractor, CM and other entities and/or consultants performing work on the Project.
- Perform additional duties as directed by the District.
- Prepare plans, specifications and documents required by the California Department of Education (CDE) and the Division of State Architect (DSA) and obtain the requisite approval by the CDE and/or DSA. Also help prepare development cost worksheet for OPSC's funding requirements.
- Review available documentation, verify existing field conditions and confirm the accuracy of as-built documents in order to utilize for preparation of the design documents.
- Prepare Project schedule, budget, design documents which satisfy the requirements of the State's School Facilities Program (or successor program) and the District Educational Specifications and/or guidelines/standards.
- Prepare all necessary bidding information and forms required by the District and assist the District throughout the bid process.
- Prepare schematic/design development of construction document plans and specifications for submittal to the District and other agencies requiring submittal for project approval.
- Prepare all necessary schematic/design and construction documents such as an estimated project cost summary of submittal to the District and other agencies requiring submittal for project approval. Participate in the constructability review process as needed and/or required.
- Prepare as-builts of completed projects.
- Assist with closeout.
- Track, process and submit all required close-out documentation required by DSA and/or any other regulatory agency.

Please Note: The responsibilities and duties listed herein are stated in general terms and are for informational purposes only. The parties shall negotiate a final agreement after a recommended firm/s has been selected. This agreement shall be substantially in the form attached hereto as Exhibit "1"

IV. TERMS AND CONDITIONS

A. Personnel

The selected firm's personnel shall be capable of performing the work described herein with minimal guidance or direction. All personnel who will be involved in inspecting or overseeing work performed on the Project shall have prior experience working on and successfully delivering public projects of similar scope and size.

B. Payment Method

The selected firm will be paid an agreed-upon, negotiated firm price. The selected firm shall be paid for value earned consistent with a schedule of deliverables and associated payment negotiated with the District at time of contract execution. Respondents should submit a detailed pricing proposal, including but not necessarily limited to a current hourly fee schedule (by job title). If referencing basic services costs, include typical staffing expectations, professional fee schedules and variations that the District could expect, if applicable.

C. Applicable Laws and Regulations

Throughout this procurement and any subsequent contract executed, all proposers are required to comply with all applicable state, federal and local laws and regulations, including but not limited to the California Labor Code. Proposers shall be responsible for complying with all applicable prevailing wage requirements and any applicable reporting and registration requirements as required by the California Department of Industrial Relations.

D. Deadlines, Schedules and Location for Submission

Advertisement:	October 27, 2019 and November 1, 2019
Informational meeting:	November 8, 2019 at 9:00 a.m. at the District Office
RFI Deadline:	November 15, 2019
Addenda Issued:	_____, 2019

Response Due:	_____, 2019
Time:	4:30 p.m.
Place:	Red Bluff Union Elementary School District Attn: Cliff Curry 1755 Airport Boulevard Red Bluff, California 96080

Interviews of Firms:	December 9, 2019
Board Meeting/	December 10, 2019
Ratification of Contract:	

Submissions may be withdrawn at any time prior to the closing date and time for receipt thereof specified above.

INSTRUCTIONS TO PROPOSERS

A. GENERAL

1. Questions and Inquiries

Any questions regarding this RFP shall be directed, in writing, to the District representative specified below. Transmission of questions may be made in writing only and must be received by the District not later than the date and time established above in the tentative schedule. All such requests must be accompanied by all relevant information supporting the request for modification, interpretation or clarification of this RFP. The District will evaluate any question or request submitted, but reserves the right at its sole discretion to determine whether to respond or accept the requested change.

Proposers are strongly cautioned to refrain from contacting any other member of the District staff, administration or any member of the District's Board of Education prior to the final selection of a firm for the Project. Any prohibited communications may result in immediate disqualification of a proposer's response to this RFP.

District Representative:

Name: Cliff Curry, Superintendent

Telephone: 530-527-9308

Email: ccurry@rduesd.org

2. Proposal Validity Period

The proposer agrees that its proposal will remain valid for 180 calendar days ("Validity Period") following the Proposal Due Date. The District may request an extension of the Validity Period. Once award is made to a proposer/s, all elements of that proposer's proposal shall remain valid until the completion of the designated Project/s where an agreement is executed, including exercise of any potential options.

3. Public Records

All proposals submitted in response to this RFP become the property of the District and responses to this RFP are subject to the provisions of the California Public Records Act (Government Code sections 6250, *et seq.*) and Public Contract Code (PCC) section 10165.

Documents provided by the proposer marked Trade Secret, Confidential or Proprietary and any financial records provided by the proposer shall be clearly identified, labeled and addressed. The District agrees to safeguard the documents to the best of its ability, and all information contained therein, against disclosure to the extent permitted by law.

However, in the event of arbitration or litigation, the documents shall be subject to discovery and the District assumes no responsibility for safeguarding the documents, unless the proposer has obtained an appropriate protective order issued by the arbitrator

or the court. A proposer has the duty of clearly labeling any Trade Secret, Confidential or Proprietary information as such. No liability will attach to the District for the errant release of Trade Secret, Confidential and/or Proprietary information by the District under any circumstances.

B. INSTRUCTIONS FOR SUBMITTING RESPONSE

Each firm responding to the RFP shall address the following items in its response. Each item below shall be separated and clearly marked by tabs, or other means, to allow for easy review by the District.

1. Cover Letter

A maximum one-page, dated introductory letter must be submitted including the legal name of the respondent, address, telephone and fax numbers, RFP number and the name, title and signature of the person(s) authorized to submit the qualifications on behalf of the firm.

2. Table of Contents

A table of contents of the material contained in the proposal should follow the cover letter.

3. Executive Summary

The executive summary should contain: (1) an outline of the firm's philosophy concerning architectural services on public projects, particularly school construction projects; (2) a synopsis of the firm's approach to successfully working with school districts on the preparation of documents for school construction projects of similar size and magnitude; and (3) a brief summary of the firm's qualifications to engage in a professional relationship with the District.

4. Description of Firm

Provide specific information regarding the size, financial strength, location, nature of work performed, number of employees, years in business, California business license number (if applicable) and tax identification number of firm. Please identify the principal-in-charge who will serve as the District's main contact throughout the District Projects. Include the address, telephone and fax number of the office that will be primarily responsible for providing services under the proposal.

Please also provide evidence that the firm is in good standing and able to conduct business in the State of California.

5. Background of Firm's Personnel

Identify and provide the background, including resumes, of employees whom the firm expects will be utilized on the District Projects and will make up the Project team. The team proposed must remain intact during the procurement process and the life of the Project/s, if the proposer is selected, unless agreed to otherwise in writing by

District. By submitting a proposal, proposer acknowledges that the District is making a selection based on the experience and qualifications of the team presented in the proposal and any changes to the team without the consent of the District may constitute a breach of contract by the proposer.

6. Experience in Providing Documents for Public Construction Projects

Provide a comprehensive narrative of your firm's experience working with other California public school districts and other public agencies in successfully providing architectural services associated with the preparation of documents for use on the construction of a public project of similar size and scope as the Project/s, which narrative should clearly demonstrate your firm's experience and qualifications to be able to successfully provide the services described herein.

The narrative should address the following:

- An explanation of your experience with the California Department of Education ("CDE"), the Office of Public School Construction ("OPSC"), the Division of the State Architect ("DSA"), the Uniform Building Code ("UBC") and Title 24 of the California Code of Regulations, **which experience shall be considered mandatory for any firm submitting a proposal in response to this RFP.**
- Evidence that your firm and personnel proposed in your proposal have the expertise and experience in construction project design review and evaluation, scheduling and cost estimating to carry out the professional services described herein.
- Demonstrated experience providing architectural services in California associated with preparation of design criteria and performance specifications for school construction projects.
- Evidence of experience providing outreach to District stakeholders in both a governing board meeting and public forum setting whereby updates on the Project/s are provided and questions are answered by your firm.
- Discuss your knowledge and approach toward the following: (1) Reviewing architectural design concepts, principles and standards; (2) Supervisory principles, practices and procedures; (3) Building construction methods and materials; (4) Compliance with local building codes and ordinances and accepted standards of quality for public projects; (5) Coordination with Project owner, CM and contractor(s); and (6) Project design for school construction projects on working school campus.

Your narrative should be complete and clear to provide an insightful, straightforward and concise overview of the capabilities of your company. Inclusion of additional facts, information and examples of previous work are encouraged if it will help to highlight your firm's qualifications and experience.

7. Budget/Completion History

Provide project budget information from your five (5) most recent school architectural projects. Include original budgets, change orders and final budget at close-out. Please provide detailed information for each job, including a contact name with contact information. Provide original schedule and completion dates.

8. Litigation History

The firm shall list all litigation in the last five (5) years, filed either by a client, a client's representative or a contractor, which names the firm, firm's employees or the firm's consultants as defendants of any type. State the nature of the complaint, the beginning and end date, or anticipated end date, of each lawsuit, case number of proceeding and the judgment or resolution or the anticipated judgment or resolution, including any settlement outside of court.

The firm shall also provide specific information on termination for default and information concerning any convictions for filing false claims within the past five (5) years.

The firm shall state whether the firm has or has not filed a petition for bankruptcy. If the firm has filed a petition for bankruptcy, the firm shall provide the date the petition was filed and identify the jurisdiction in which the petition was filed.

9. Complaints Lodged with Local, State and/or Professional Agencies

The firm shall disclose complaint(s), if any, that have been lodged against the firm with any local public agency, any agency of the State of California or any professional organization with which the firm is affiliated and, if so, describe the nature of the complaint(s) and outcome(s) or anticipated outcome(s).

10. Insurance

The firm shall describe the outcome of claims, if any, filed against firm's general liability, professional liability or automobile liability insurance carriers during the past five (5) years.

The selected proposer will be required to provide the following minimum amount of insurance coverage:

General Liability (including operations, products and completed operations, as applicable): \$2,000,000 per occurrence for bodily injury, personal injury & property damage. If commercial general liability insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employers' Liability: \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.

Errors & Omissions Liability: \$5,000,000 per occurrence.

Worker's Compensation: As required by State of California.

Endorsements shall clearly state that the District is named as an "Additional Insured" under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District.

11. References

The proposer shall list a minimum of five (5) references for whom the firm has provided services in California for school district construction projects. Please include the following information for each reference provided on separate pages:

- 1) Year(s) of services
- 2) School district
- 3) Current contact person
- 4) Title/position
- 5) Contact phone number
- 6) Project description
- 7) Dollar value of the project

12. Project Plan and Methodology

Describe the procedures and safeguards the firm will employ to ensure that the needs of the District will be satisfied, including completion of the architect services requested herein in a cost-effective and timely manner.

13. Current Projects and Workload

Please describe current projects that the firm is engaged in of similar size and scope. Please describe how current workload demands on the firm may impact providing the requested services for the District Projects.

14. Joint Ventures and Associations

If the Project/s is to be undertaken by the firm in joint venture or in association with one or more other entities, identify the parties involved in such a joint effort, the roles and responsibilities of each party and whether all parties will be jointly and severally liable for performance and all contractual liabilities. In the event of a joint venture, please provide

a copy of the joint venture agreement and identify which firm will be the lead member of the venture. The District reserves the right to require the lead firm to sign a Guaranty concerning the work to be completed.

15. Fee Estimate Range/Terms

Describe the method proposed by the architect for calculating and charging fees for performance of the work on the District Projects.

If the proposed fee approach includes hourly rates for additional services, describe the additional services and the hourly rates or costs associated with these services.

Identify whether the architect proposes to bill reimbursable costs at cost or to add a mark-up to such costs.

The final fee for completion of the work shall be negotiated with the District should the architect be selected to perform the work.

16. Other

Each firm is encouraged to provide a description of resources or any other information the firm believes is pertinent to its proposal. Please do *not* include brochures or other marketing-related materials.

C. DISTRICT'S EVALUATION PROCESS

Upon the District's receipt of the proposals, each proposal will be reviewed for (a) minor informalities, irregularities and apparent clerical mistakes which are unrelated to the substantive content of the proposal; (b) conformance to the RFP instructions regarding organization and format; and (c) the responsiveness of the proposer to the requirements set forth in this RFP. Those proposals determined to be non-responsive to the requirements of this RFP may be excluded from further consideration and the proposer may be so advised. The District may also exclude from consideration any proposer whose RFP contains a material misrepresentation. The District reserves the right to reject any or all proposals, to waive minor technicalities or to advertise for new proposals, if in the judgment of the District, such course of action is in the best interests of the District.

The District will establish an Evaluation Committee for the purpose of reviewing and evaluating proposals submitted in response to the RFP. After an initial screening of the proposals, the District may conduct in-person interviews. Interviews will consist of a proposer's presentation to the Evaluation Committee and a question and answer discussion session. The presentation will afford the proposers the opportunity to highlight the significant aspects of their approach and understanding of the District Projects and offer a chance for the Evaluation Committee to ask clarifying questions of their proposals. The oral presentation shall not be used to fill in missing or incomplete information that was required in the written proposal. **The key District Projects personnel listed by the proposer in its proposal shall conduct the presentation.**

The District reserves the right to contract with one or more firms. The District makes no representation that participation in the RFP process will lead to an award of a contract or any agreement whatsoever.

The District may perform an investigation of the proposers that extends beyond contacting the school districts or other entities identified in the proposals. The District shall have the right to request any additional information from any or all of the proposing firms, to select, in its sole discretion, firms that will be interviewed, and to select, in its sole discretion, the firm that best meets the needs of the District and to initiate negotiations to engage that firm.

The following are conditions precedent to final award of the contract(s): (a) successful completion of negotiations; (b) receipt by District of all of the documents required to be provided prior to execution of the contracts; and (c) any other conditions required by the District's governing board. Final award will be evidenced by execution of the agreement by the District's designee following any necessary approvals by the District's governing board.

D. SUBCONTRACTOR LISTING

Architect's proposal shall list any sub-consultant that Architect may use on the project. Architect shall only list and utilize sub-consultants with a proven track record of cost effective design for similar projects, over the last five years.

E. MISCELLANEOUS

The individual or official of the firm who has the authority to contractually bind the firm must sign the RFP response.

The RFP response preparation and associated costs are the sole responsibility of the proposer and no proposer will be reimbursed by the District for any costs associated with responding to this RFP.

Submission of proposals by facsimile or email is not acceptable. Firm is entirely responsible for the means of delivering the proposal to the appropriate office on time.

Each proposer shall be solely responsible for examining this RFP and all its parts with appropriate care and diligence. Each proposer is also responsible for monitoring the information concerning this RFP and the procurement.

Each proposer agrees that the District shall be entitled to use all work product that is not returned to the proposer (including concepts, ideas, technology, techniques, methods, processes, drawings and reports) contained in its proposal or generated by or on behalf of the proposer for the purpose of developing its proposal without compensation or consideration to the proposer, except such work product specifically labeled as a Trade Secret or Proprietary. By submitting a proposal, each proposer acknowledges that the District may incorporate and use such work product or concepts based thereon in the performance of its functions. The use of any of the work product by the District is at the sole risk and discretion of the District and shall in no way be deemed to confer liability on the unsuccessful proposer. By submitting a proposal, each proposer acknowledges

and agrees that it does not have the right to keep the contents of its proposal from being used by the District, as described herein.

Responses may be rejected if they do not provide the information requested herein in the format requested, or if submitted without all required information and signatures.

CERTIFICATION

I certify that I have read the attached **Request for Proposal for Ongoing Architectural Services** and the instructions for providing a response. I further certify that I acknowledge having to submit five (5) copies and one (1) flash drive with a PDF copy of the firm's response to this request and that I am authorized to commit the firm to the qualifications submitted.

Signature	Type or Print Name
Title	Company
Address	
Telephone	Fax
Date	

If you are responding as corporation, please provide your corporate seal here:

All materials submitted in response to this RFP shall become the property of the Red Bluff Union Elementary School District.

RFP FORM A

**PROPOSAL SUBMITTAL ACKNOWLEDGMENT
(Proposer to complete and return form with proposal)**

Proposer: _____

Project Name: _____

RFP Advertisement Date: _____

RFP Submittal Date: _____

Red Bluff Union Elementary School District
1755 Airport Blvd
Red Bluff, California 96080

Ladies and Gentlemen:

The undersigned (“Proposer”) submits this Proposal in response to the RFP issued by the District, including any and all Addenda, to complete the work described in the RFP. Please note that initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

By signing below, Proposer acknowledges receipt, understanding and full consideration of all materials posted on the website including any and all Addenda. Proposer represents and warrants that it has read the RFP and agrees to abide by the contents and terms of the RFP.

Proposer further understands that all costs and expenses incurred by it in preparing a response to this RFP and participating in the District Project procurement process will be borne solely by the Proposer.

This RFP shall be governed by and construed in all respects according to the laws of the State of California.

Name of Authorized Representative
of Proposer (Point of Contact): _____

Representative Title: _____

Firm Name: _____

Phone: _____

Fax: _____

Email: _____

Proposer's business address, if different than Authorized Representative:

Address: _____

City: _____

State: _____

ZIP: _____

State or Country of
Incorporation/Formation/Organization: _____

By executing and submitting this form, the Proposer confirms that the Authorized Representative named above is authorized to act as agent on behalf of the Respondent with regard to this RFP.

Signature of Authorized Representative

Date: _____

RFP FORM B

**PREVIOUS DISQUALIFICATION, REMOVAL OR OTHER
PREVENTION OF PROPOSING CERTIFICATION**

The Proposer shall complete, under penalty of perjury, the following questionnaire:

Has the Proposer or any major participant, any officer or any employee who has a proprietary interest thereof, ever been disqualified, removed or otherwise prevented from proposing on, or completing a federal, state or local government project because of a violation of law or a safety regulation? (Please circle one of the answers below)

YES

NO

If the answer is yes, explain the circumstances in the following space:

Name of Proposer:

Signature of Proposer:

Date:

EXHIBIT "1"

MASTER AGREEMENT FOR ONGOING ARCHITECTURAL SERVICES

564-5/4561851.1