

**BAKERSFIELD CITY SCHOOL DISTRICT
REQUEST FOR QUALIFICATIONS AND
PROPOSALS (RFQ/P #24-03-22)**

ARCHITECTURAL SERVICES

FOR

**NEW ELEMENTARY SCHOOL at PALADINO DRIVE,
BAKERSFIELD, CALIFORNIA**

RFQ/P Issue Date: Friday March 22, 2024

Proposal Due Date: 2:00 p.m., Tuesday, April 23, 2024

Contact:

**Jason Sitton, Director I
Bakersfield City School District
Maintenance, Operations, and Facilities Department
1501 Feliz Drive
Bakersfield, Ca 93307**

**BAKERSFIELD CITY SCHOOL DISTRICT
REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ/P #24-03-22)
ARCHITECTURAL SERVICES**

NOTICE IS HEREBY GIVEN that Bakersfield City School District ("District") is seeking qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide full architectural planning and designing services for the District's New Elementary School and various other Projects ("Projects").

The complete Request for Qualifications and Proposal package can be downloaded from the Department's website at:

<http://mot.bcsd.com/Construction%20Consultants/%232024-03-22%20RFQ-P%20Architectural%20Services/>

Or by contacting the Maintenance, Operations & Facilities Department at (661) 631-5883.

Respondents to the Request for Qualifications and Proposals ("RFQ/P") should mail or deliver four (4) bound copies, one (1) unbound copy and one (1) electronic copy on CD/DVD or USB drive of their Statement of Qualifications ("SOQ") and Proposal to:

**Jason Sitton, Director I – Maintenance, Operations and Facilities
BAKERSFIELD CITY SCHOOL DISTRICT
1501 Feliz Drive
Bakersfield, CA 93307
EMAIL: sittonj@bcsd.com**

ALL RESPONSES ARE DUE BY 2:00 P.M. ON April 23, 2024. Any responses received after that date and time will not be accepted and will be returned unopened.

Mark envelope: "Statement of Qualifications and Proposal for Architectural Services" **and deliver to 1501 Feliz Drive, Bakersfield CA. 93307. FAXED OR EMAILED RESPONSES WILL NOT BE ACCEPTED.**

Each SOQ and Proposal must conform and be responsive to the requirements set forth in the RFQ/P.

Evaluations, selection and recommendations will be based on your firm's response, demonstrated competence and overall qualifications as Presented with your Statement of Qualifications and Proposal package.

The District reserves the right to waive any informalities or irregularities in received submittals. Further, the District reserves the right to reject any and all submittals and to negotiate contract terms with one or more respondent firms for one or more of the work items. The District retains the sole discretion to determine issues of compliance and to determine whether a respondent is responsive, responsible, and qualified.

If you have any questions regarding this RFQ/P please submit them via email to Jason Sitton, Director I, sittonj@bcsd.com before **4:00 p.m. on April 03, 2024**. Responses will be provided by an Addendum to this RFQ/P **by 4:00 p.m. on April 10, 2024**.

Potential applicant firms are directed **NOT** to make personal contact with any member of the Bakersfield City School District Board of Education. Failure to comply may result in respondent disqualification for consideration.

I. RFQ/P RESPONSE SCHEDULE SUMMARY

The District reserves the right to change the dates on the schedule, set forth below, without prior notice.

DATE / TIME	EVENT
March 22, 2024	Issue RFQ/P.
April 03, 2024 at 4:00 p.m.	Deadline for submission of written questions to District concerning RFQ/P.
April 23, 2024 at 2:00 p.m.	Deadline for all submissions in response to RFQ/P.
Week of April 22, 2024	Review of submissions by selection committee.
Week of April 29, 2024	Interviews, if requested by selection committee.
Following May 28, 2024 Board Meeting	Notification to selected Firm(s) for inclusion in a pool and contract negotiation.

II. BACKGROUND

Bakersfield City School District is a K-8 public school district in Kern County, California. The District covers approximately 158 square miles and operates thirty-three elementary schools, ten middle/junior high schools, one K-8 community day school and one alternative site for special education. The District serves approximately 28,760 K-8 students. The District is seeking SOQs and Proposals from experienced entities to provide architectural services including planning, program services, design, coordination, administration, consulting and advice, and related services for the District's projects:

- New Transitional Kindergarten through Sixth Grade Elementary School.
- District may use this RFQ/P to select a pool of qualified respondents for future consideration.

III. SCOPE OF SERVICES

Any firm selected based on this RFQ/P process must be capable of providing full architectural services through the design and construction phases of any and all selected projects. The architect will also prepare budgets for selected projects and meet, as needed, with District staff and consultants, school and neighborhood organizations, and upper-level District administrators. The desired Scope of Services is set forth at **Exhibit A** to the District's form Agreement for Architectural Services ("Agreement"), which is distributed with this RFQ/P as **Attachment A** and incorporated herein by this reference. The exact scope of services and final fee, however, will be negotiated with the selected firm and finalized in any resulting contract.

IV. FORM OF AGREEMENT

Respondent must be capable of executing and performing in accordance with District's form of Agreement for Architectural Services ("Agreement"), which is distributed with this RFQ/P as **Attachment A** and incorporated herein by this reference. **Any proposed changes to the form of Agreement must be identified in Respondent's Submittal**; undisclosed change requests may not be entertained.

V. QUALIFIED POOL AND RECERTIFICATION

District may use this RFQ/P to maintain a pool of qualified Respondents for future consideration. Requests for recertification may be sent in District's sole discretion. Respondents who do not timely satisfy recertification requirements may be deleted from the prequalified pool, at sole discretion of District. Additional firms may be added to the pool, at District's sole discretion.

VI. LIMITATIONS

The award of a contract, if at all, is at the District's sole discretion. The District reserves the right to contract with any entity responding to this RFQ/P. The District makes no representation that participation in the RFQ/P process will lead to an award of a contract or any consideration whatsoever. Under no circumstances will the District be responsible for the cost of preparing a response to this RFQ/P.

The SOQs, Proposals, and any other supporting materials submitted to the District in response to this RFQ/P, will not be returned and will become the District's property unless portions of the material are designated as proprietary when submitted and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure.

Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, SOQs and Proposals will be held confidential by the District and will not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful respondent have completed negotiations and entered into an agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the respondent or other party as a result of any public disclosure of any SOQ or Proposal.

VII. FULL OPPORTUNITY

The District hereby affirmatively ensures that all firms including without limitation, Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), and Disabled Veterans Business Enterprises ("DVBE"), shall be afforded full opportunity to submit SOQs and Proposals in response to this RFQ/P and no respondent will be discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status in any consideration leading to the award of the contract.

VIII. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no person, or entity submitting in response to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation/selection process, or the award of the contract with any member of the District, Board of Education, selection members, or any member of the Citizens' Oversight Committee. Any such contact shall be grounds for the disqualification of the entity submitting a response.

IX. RELATIONSHIP TO OUTSIDE GOVERNMENTAL AGENCIES

Depending upon the scope of work, respondent may be required to assist the District in working with various outside governmental agencies, including but not limited to, the following as applicable: City or County Planning Commissions and Departments, the Department of Toxic Substance Control ("DTSC"), the regional air quality control district, the state and regional water quality control boards, the California Department of Education, the Division of the State Architect, the State Allocation Board, and the Office of Public School Construction. Respondent shall discuss its experience with each of these agencies.

X. CONFLICT OF INTEREST

Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the District.

XI. INSTRUCTIONS FOR SUBMITTALS

A. Format Requirements

Firms responding to this RFQ/P must comply with the following format requirements. Material must be in 8-1/2 x 11-inch format. Submittals shall include divider tabs labeled with boldface headers below; e.g., the first tab should be entitled "Cover Letter", the second tab should be entitled "Business Information", etc. Submittals must not exceed twenty (20) single-sided pages, or ten (10) double-sided pages.

Provide four (4) bound copies, one (1) unbound copy and one (1) electronic copy on CD/DVD or USB drive of the SOQ and Proposal.

- The unbound copy shall be marked "Copy for Reproduction", and shall be formatted as follows:
 - No divider sheets or tabs.
 - Pages with proprietary information removed.
 - A cover sheet listing the firm's name, the total number of pages, and identifying those pages that were removed due to proprietary information.

B. Content Requirements

1. Cover Letter

- Provide an introduction letter signed by the architectural services company's authorized officer. If the architectural services company is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.
- Identify clearly the individual(s) who are authorized to speak for the firm during the evaluation process.
- Respondent must include one (1) of the follow statements:

"[INSERT FIRM NAME] received a copy of the District's form of Agreement for Architectural Services Agreement ("Agreement") attached as Attachment A to the RFQ/P. [INSERT FIRM NAME] has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT FIRM NAME] has no objections to the use of the Agreement."

OR

"[INSERT FIRM NAME] received a copy of the District's form of Agreement for Architectural Services ("Agreement") attached as Attachment A to the RFQ/P. [INSERT FIRM NAME] has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT FIRM NAME] has objections to the use of the Agreement, listed as follows or as contained in the appendix to this Submittal."

A copy of District's form of Agreement is attached to this RFQ/P as **Attachment A**. To the extent Respondent has any objections to the form agreement, Respondent must state the objection, and must provide a reasonable description of its requested change in response to the objection. **The District will not entertain unidentified objections or vaguely described objections during any contract negotiation.** Objections may be attached as an Appendix to Respondent's response and will not count toward the page limit.

- Respondent shall certify that no official or employee of the District, nor any business entity in which a District official has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.
- Respondent shall certify no firm official or employee has ever been convicted of an ethics violation.
- Respondent shall sign and add the following language: *"By virtue of this submission, [INSERT FIRM NAME] declares that all information provided is true and correct."*

2. Business Information

- Company name, address, telephone, fax, and website.
- Name and email of main contact.
- Federal Tax I.D. Number.
- License or Registration Number.
- Type of organization (i.e. corporation, partnership, etc.). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm.
- A brief description and history of the firm, including number of years the firm has been in business and date firm was established under its given name.
- Office location where the bulk of services solicited will be performed.
- State of California certification for your firm of Small Business or Disabled Veteran Business Enterprise status, if any.
- Provide Iran Contracting Act Certification. (See **ATTACHMENT B.**)

3. Relevant Qualifications and Experience

- Describe your firm's approach to quality control/assurance procedures, including coordination of design disciplines and DSA final certification.
- Describe the approach to conformance with federal/state/local applicable code requirements, including Title 24 of the California Code of Regulations.
- Describe your firm's experience with construction cost reduction measures such as, but not limited to, value engineering in design and construction.
- Describe your firm's experience with DSA and working within the DSA processes.
- Describe your firm's experience with the Office of Public School Construction ("OPSC") and working within the OPSC processes.
- Describe your firm's experience with the Commissioning process.
- Describe your firm's experience with meeting aggressive completion schedules.
- Describe your firm's experience with alternate delivery construction methods.
- Provide information about prior services furnished/designs prepared by your firm in the last ten (10) years on a minimum of three (3) TK-8 educational projects. List the following for each project:
 - Reference(s): District name and name of contact person, title, telephone number, and email address to be contacted for a reference.
 - Project name and location.

- Beginning and end dates of project (i.e., Notice of Completion and DSA final certification).
- Original budget, bid amount, and final project cost at close-out.
- Number of RFIs, Bulletins or Architect Supplemental Instructions, Change Order Requests, Change Orders for each project.
- Briefly state relevance of projects included for consideration in this RFQ/P.
- Specify role of firm or individual if work was not exclusively by the firm (i.e., joint venture, association).
- Key individuals of the firm involved and their roles in the project.
- Any sub-consultants that worked with the firm.
- Identify any and all TK-8 educational projects that your firm served as the design professional and was not closed-out by DSA and provide explanation.

4. Project Team Summary

- Identify key team members, including sub-consultants, and state their qualifications relevant to the scope of the Projects. Include the key personnel experience with DSA projects and other factors you believe is important and will assist the District in evaluating your firm's qualifications. Note, all proposers are hereby notified that the key personnel identified in the response to this RFQ/P is a material factor the District will evaluate in selecting the successful proposer. Therefore, proposers hereby acknowledge and understand that if awarded the contract, the key personnel identified in the response to this RFQ/P will be designated to perform services pursuant to the contract award.
- Each Submittal must include evidence that the firm is legally permitted and properly licensed for the scope of work and to conduct business in the State of California.
- Absent extenuating circumstances, the District requires the key personnel identified as the Respondent's team will remain intact through the project(s) duration. If a team member must leave, respondent must provide the explanation for such departure and provide a replacement team member at Respondent's expense and subject to the District's reserving the right to approve that team member's replacement.

5. Litigation History

Provide a comprehensive five (5)-year summary of the firm's claims, litigation, arbitration, and negotiated/settlement history with previous clients ("Claims"). This includes current/ongoing Claims. For each lawsuit, state the issues in the lawsuit, the status of the lawsuit, names of parties, and outcome. A Submittal failing to provide the requested information on past and present Claims, including lawsuits, and responses that assert attorney-client privilege and fail to provide the information requested, will be considered non-responsive, disqualified from the selection process, and will not be evaluated.

6. Fee Proposal

In a sealed envelope accompanying your SOQ and labeled as "[FIRM NAME] Fee Proposal for RFQ/P #24-03-22," provide a general fee proposal for the Projects. The fee proposal shall also include hourly billing rates by position (proposed); staffing plan (proposed); and reimbursable schedule (proposed).

The Proposal shall provide a Schedule of Rates ("SOR") by position, for each position proposed by your firm, whether you are submitting as a prime with subconsultant(s), or as joint venture or partnership. The SOR should identify proposed reimbursables by category. This SOR will be the basis for calculating the value of any additional services that may be added to the Respondent's scope of work.

7. Appendices

- Firm brochure/history/background, reprints, etc.
- Key team member resumes
- Objections to District's form of agreement, reasonably described and including proposed change(s).

XII. SELECTION PROCESS AND CRITERIA

A Committee will evaluate all submissions. Each submittal must be complete. Incomplete submittals will be considered nonresponsive and grounds for disqualification. The District retains the sole discretion to determine issues of compliance and to determine whether a firm is responsive, responsible, and qualified. Based upon the information presented in the submissions, the District may elect to conduct interviews with some or all of the respondents. After the interviews, if any, the Committee will identify the firm(s)/team(s) that can provide the greatest overall benefit to the District.

A. Evaluation Criteria

Submittals will be reviewed for responsiveness and evaluated pursuant to the specific criteria set forth in this RFQ/P, including, without limitation:

1. Experience and performance history of the firm with similar services;
2. Qualification, experience and results of proposed personnel;
3. Acceptable and verifiable professional references for relevant experience;

4. Current commitments and ability of firm to handle several simultaneous projects, including without limitation, availability of staffing and the level of service and support for the Projects, and availability of resources to meet anticipated schedule and Projects' requirements;
5. Capacity and commitment to provide services to District, including ability to respond to District's requests in a timely and appropriate fashion; to inform District of all issues discovered on Projects; and to work positively and cooperatively with District's team;
6. Credentials, including without limitation, professional and technical expertise, of specific employees assigned as members of the proposed team for the District;
7. Reliability and continuity of the firm and its consultants;
8. Nature and quality of recently completed projects; especially if reuse of plans is proposed;
9. Proposed Fee and value of services; and
10. Overall responsiveness of the SOQ and Proposal.

District will identify Respondent(s) that can provide the greatest overall benefit to District and may also identify Respondent(s) for inclusion in a qualified pool for consideration for future contracts.

B. District Investigations

The District may perform investigations of responding parties that extend beyond contacting the references identified in the SOQs. The District may request a respondent to submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.

C. Interviews

The District, at its sole discretion, may elect to interview selected firm(s). The District may elect to interview one or more firms. In the event the District does so, the procurement scoring will be cumulative. If your firm is requested to come in for an interview, the key proposed Projects staff will be expected to attend the interview. The interview will be an opportunity for the District's Selection Committee to further inquire as to the firm's suggested approaches to the Projects and the issues identified in this RFQ/P. Any comments or objections to the District's form of Agreement attached to this RFQ/P as **Attachment A** may be the subject of inquiry at the interview.

XIII. FINAL DETERMINATION AND AWARD

Respondents to this RFQ/P should mail or deliver four (4) bound copies, one (1) unbound copy and one (1) electronic copy on CD/DVD or USB drive of their Statement of Qualifications and Proposal to:

Jason Sitton, Director I, Maintenance, Operations & Facilities
BAKERSFIELD CITY SCHOOL DISTRICT
1501 Feliz Drive
Bakersfield, CA 93307
EMAIL: sittonj@bcsd.com

ALL RESPONSES ARE DUE BY 2:00 P.M., ON APRIL 23, 2024. Any submittal received after that date and time will not be accepted and will be returned unopened.

Mark envelope: "Statement of Qualifications and Proposal for Architectural Services." Fax or emailed responses will not be accepted. Late submittals will not be accepted or considered.

The District reserves the right to contract with any entity responding to this RFQ/P for all or portions of the above-described services, to reject any SOQ and Proposal as non-responsive, and/or not to contract with any respondent for the services described herein. The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any response to this RFQ/P.

The awarding of contract(s) is at the sole discretion of the District. The District may, at its option, determine to award contract(s) only for portions of the scope of work identified herein. In such case, the successful firm(s) will be given the option not to agree to enter into the contract and the District will retain the right to negotiate with any other proposing firm selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, the District will retain the right to enter into negotiations with any other firm responding to this RFQ/P.

THANK YOU FOR YOUR INTEREST IN THESE EXCITING PROJECTS!

ATTACHMENT A

DISTRICT'S AGREEMENT FOR ARCHITECTURAL SERVICES

[REMAINDER OF PAGE INTENTIONALLY BLANK; ATTACHMENT FOLLOWS]

ATTACHMENT B

**IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)**

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

OPTION 1. Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OPTION 2. Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

END OF DOCUMENT