

Rowland Unified School District  
1830 S. Nogales Street  
Rowland Heights, CA 91748  
October 26, 2021

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**REQUEST FOR STATEMENT OF QUALIFICATIONS AND PROPOSALS (RFQ/P 2021-22:R1-I)  
FOR ARCHITECTURAL SERVICES  
FOR NEW BUILDINGS AND AQUATIC CENTER AT NOGALES HIGH SCHOOL**

The Rowland Unified School District (“**District**”) is requesting submission of statement of qualifications (“**Response**”) from qualified firms, partnerships, corporations, associations, persons, or professional organizations (“**Firm(s)**”) to perform design and construction administration services for the District’s **New Buildings and Aquatic Center at Nogales High School** as further described in the “Project Description” in **Attachment 1 (“Project”)**.

This request is not a formal request for bids or an offer by the District to contract with any firm responding to this Request for Statement of Qualifications and Proposals (“**RFQ/P**”). The District may, in its sole discretion, select one, multiple, or no Firms to perform the Services, as further described herein. The District shall make its determination based on the best interests of the District as set forth below.

Firms that intend to submit a Response must be:

- Insured;
- Either be a licensed architect or engineer; and
- Must maintain a full-service office within thirty (30) miles of the District.

**Questions.** Questions regarding this RFQ/P may be directed to **Rosana McLeod, Director of Purchasing** at [rmcleod@rowlandschools.org](mailto:rmcleod@rowlandschools.org) **All questions must be submitted by 10:00 AM on November 5, 2021.** Firms are directed to not contact any other person with inquiries regarding this RFQ/P.

**Responses.** Interested Firms are invited to submit a Response via email to: **Rosana McLeod, Director of Purchasing** at [rmcleod@rowlandschools.org](mailto:rmcleod@rowlandschools.org) of your participation interest. **ALL RESPONSES/SUBMITTALS MUST BE RECEIVED ON OR BEFORE 10:00 AM on November 15, 2021.**

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

San Gabriel Valley Tribune  
Published: October 29, 2021

RFQ/P is also posted on the District’s website: [www.rowlandschools.org](http://www.rowlandschools.org)

## 1. General Information.

- 1.1. **General.** The District invites qualified Firms to submit a Response related to their 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, and the Division of the State Architect (“DSA”). Firms must have extensive experience in the design of public school facilities in addition to being a public school district representative, working with construction managers, contractors and other school facility related consultants, and establishing project scope and project budgets.
- 1.2. **Scope of Services.** One or more Firm(s) may be selected to perform the Services (as defined below) for the Project. The selected Firm(s) must be prepared to perform some, or all, of the design and construction administration services described in the form of **Agreement for Architectural Services (“Agreement”)** attached hereto as **Attachment 2 (“Services”)**. The District reserves the right in its sole discretion to adjust the scope of work for the Project prior to the execution of the Agreement.

## 2. Firms’ Responses. Proposals shall be submitted in three (3) three-ring binders and one portable USB Flash Drive, each Firm’s Response must be consecutively numbered on each page and must include the following information, using the following outline structure, except as may be otherwise directed by the District via written addenda. The Firm’s Response shall **be no longer than Seventy-Five (75) pages**, inclusive of résumés, forms, and pictures, and tabbed according to the numbering system reflected below. The District may conduct interviews of those Respondents who have submitted responsive proposals.

### 2.1. Content of Statement of Qualifications. Responses must be concise, well organized, and demonstrate Firm’s qualifications, and shall be formatted as outlined below.

- 2.1.1. **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 Response 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 on the Project.
- 2.1.2. **Table of Contents.** A table of contents of the material contained in the Response should follow the Letter of Interest.
- 2.1.3. **Executive Summary.** The executive summary should contain an outline of the Firm’s approach, along with a brief summary of Firm’s qualifications.
- 2.1.4. **Proposed Personnel/Firm Team.** Include resumes of key personnel who will 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 the Firm’s and personnel’s availability to provide the Services for the Project.
- 2.1.5. **Firm Information.** Provide a comprehensive description of the design services offered by Firm. The description should include the following:
  - 2.1.5.1. Provide a brief history of the 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.
  - 2.1.5.2. Describe the Firm’s philosophy and how the 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 the District's educational program requirements.

- 2.1.5.3. Provide a statement of the Firm's financial resources and insurance coverage. Include a certification of correctness of Firm's statement of financial resources. Please provide a statement demonstrating that Firm can meet the insurance requirements as set forth in Exhibit E of the Agreement.
- 2.1.5.4. 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). For the claim(s) identified herein, identify which claims proceeded to mediation, settlement meetings or similar dispute resolution proceedings, and describe the outcome of the mediation or other proceeding. For the claim(s) that involved the initiation of a lawsuit, identify how those claim(s) resolved.
- 2.1.5.5. Include letters of reference or testimonials, if available. The Firm should limit letters of references or testimonials to no more than ten (10).
- 2.1.5.6. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the District in understanding the Firm's qualifications and expertise.

**2.1.6. Prior Relevant Experience.**

- 2.1.6.1. Describe the Firm's approach to quality control / assurance procedures, including coordination of design disciplines.
- 2.1.6.2. Describe the Firm's experience with incorporating constructability review comments from others; construction cost reduction measures including how Firm intends to assist District in meeting the established Project budget(s) and in prioritizing Project construction to meet budget.
- 2.1.6.3. Describe how the Firm's approach differs between modernization projects compared to new construction projects.
- 2.1.6.4. Describe the Firm's experience providing design services for school district bond projects.
- 2.1.6.5. Describe the Firm's experience with the DSA and working within the DSA processes. Specifically, describe the Firm's experience and strict compliance with the DSA inspector card process and final closeout with certification.
- 2.1.6.6. Identify established methods and approaches utilized by the Firm to successfully meet completion deadlines, and provide examples demonstrating effective use of stated methods and approaches.
- 2.1.6.7. Describe the Firm' approach for, and process to coordinate with the District in, reviewing and evaluating proposed change orders.
- 2.1.6.8. Discuss the Firm's ability to meet construction schedules for projects with very tight timetables, the Firm's schedule management procedures, and how the Firm has successfully handled potential delays both for the contract documents and for field changes.

2.1.6.9. Discuss specifically the Firm’s process for expeditiously responding to request for information and project changer orders.

2.1.6.10. Identify **ALL** K-12 projects performed by the Firm in the past five (5) years. Limit response to no more than the fifteen (15) **MOST RECENT** projects. Include the following information for **each** project:

2.1.6.10.1. Name of project and district;

2.1.6.10.2. Name of project construction manager, project manager, and/or program manager;

2.1.6.10.3. Scope of project, description of services provided;

2.1.6.10.4. Contact person and telephone number at district;

2.1.6.10.5. Firm person in charge of each project;

2.1.6.10.6. Original construction budget and final construction cost;

2.1.6.10.7. DSA number(s) for the project; and

2.1.6.10.8. 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 any consultant in which Firm was or was not named.

2.1.7. **Additional Data.** Provide any other additional information about the Firm as it may relate to the Firm’s Response, including, without limitation, letters of reference or testimonial.

2.1.8. **Firm’s Current Work Commitments.** Specify the current and projected workload of Firm and describe if any future commitment may impact the Firm’s ability to complete the Services for the Project.

2.1.9. **Conflicts of Interest.** If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate in any way to similar work for District construction or bond projects, or any other work with the District that may have a potential to conflict with the Firm’s ability to provide the Services for the Project. **Firms cannot submit, propose, bid, contract, sub-contract, consult, or have any other economic interests in the project to which the Firm may provide Services.**

## 2.2. **Compensation.**

2.2.1. **Proposed Fee.** Please provide your proposed fee for your Services on the Project. Firms should identify whether they are proposing any of the following:

2.2.1.1. **Lump Sum.** If the Firm is proposing a not-to-exceed fixed fee for its Services for the Project, set forth the Firm’s proposed fee.

2.2.1.2. **OPSC Sliding Scale.** Please indicate whether the Firm will agree to the “OPSC Fee Schedule” (modernization, new construction, and portables/modular). **Note: The District shall set a fixed fee at a specific time during the design process, which may be based on a percentage of the Construction Cost Budget at that time.**

2.2.1.3. **Alternative Pricing.** The District is willing to entertain alternate pricing proposals. Please provide any proposed alternative pricing method, if any.

2.2.2. **Fee Schedule.** Please 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 this Project.

2.2.3. **Billing Practices.** 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 that would apply to the Project.

2.2.3.1. **Record Drawings.** Please indicate if the Firm charges for “Record Drawings” from Contractor-provided “As-Built Drawings” as those terms are specifically used in the Agreement (see “Construction Administration Phase” section of Exhibit A to the Agreement).

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

3. **Form of Agreement.** The District will use the form of Agreement attached as **Attachment 2** for the Firm’s Services for the Project. The Agreement also includes the District’s insurance (Exhibit E) and indemnification (Article 10) provision. **Please indicate with specificity in Firm’s Response if Firm has any comments or objections to the form of Agreement. PLEASE NOTE: The District will not consider any substantive changes to the form of Agreement if they are not submitted at or before this time.**

4. **District’s Evaluation / Selection Process.**

4.1. The District shall select one or more Firms to perform Services for the Project, or any component thereof, that best meet(s) the District’s needs as described in this RFQ/P. The District may, at its discretion, interview some or all of those Firms.

4.2. The Firm(s) will be evaluated and selected based on qualifications and demonstrated competence. Any award of a contract will be subject to the District’s Board’s approval. The District will award a contract to the Firm(s) that demonstrates the best ability to provide the Services, or any part thereof, at the best value to the District based upon, without limitation, the Firm’s past experience, performance information, technical expertise, team experience, proximity of offices, approach to the Services, resumes of proposed personnel, proposed revisions to the Agreement and other relevant criteria.

5. **Terms and Conditions.**

5.1. The District reserves the right to contract with any Firm responding to this RFQ/P for all or portions of the above-described Services, to reject any Response as non-responsive, and not to contract with any Firm for the Services described herein, or any part thereof. The District reserves the right to select any Firm(s) or no Firm. 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 Responses 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 in response to this RFQ/P.

5.2. The District is not responsible for late delivery of a Response. It is the responsibility of the responding Firm to ensure that the Response is submitted on time to the District. Responses that are received after the deadline may not be considered.

5.3. Response to this RFQ/P 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 submitting a Response to this RFQ/P, 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.

- 5.4. Issuance of this RFQ/P does not commit the District to award a contract for services or to pay any costs incurred with the preparation of a Response. Firms should note that the execution of any contract pursuant to this RFQ/P is dependent upon approval by the District's Board of Education.
- 5.5. The selected Firm(s) and each of its (their) sub-consultants and/or co-venture partners, shall comply with all applicable federal and California laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment and Housing Act beginning with Government code section 12900, Labor Code section 1735, and any other applicable federal and state laws and regulations hereinafter enacted, including the Federal Americans with Disabilities Act ("ADA"). Firms shall be responsible for establishing and implementing an ADA program within the Firm's work place. Firms shall not discriminate against any prospective or active employee based on 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 military and veteran status. The selected respondent shall cause the above provisions to be inserted in all subcontracts for any work covered by this RFQ/P so that such provisions will be binding upon each sub-consultant.
- 5.6. Prior to contract execution, proof of all insurances at the levels specified in the specific contract will be required. Fingerprinting of all personnel who will visit school sites is also required. The District reserves the right to amend this RFQ/P by means of addenda.
- 5.7. In the event Firm is asked to attend an interview, it is mandatory that the proposed primary contact and a principal of the Firm with the authority to enter into binding contracts with the District attend the interview. The District is not responsible for any costs the Firm may incur in the preparation of the Response, interview, or selection process.

## Attachment 1

### Project Description for New Buildings and Aquatic Center at Nogales High School

1. **Scope of Services.** The Project involves the following work:

1.1.

- New Band and Choir Classroom Building (Replacement for Building "H"). New Building includes practice rooms, teacher's offices, restrooms, janitorial room, and associated covered walkways.
- New swimming pool (to replace existing) with associated complex. Aquatics changing rooms, showers, coaches' offices, storage rooms, equipment rooms, spectator shade structures, area, and nighttime event lighting.
- New two-story building housing on the first floor, general use boy and girl's locker rooms and showers, restrooms, equipment storage rooms, coaches' offices and janitorial rooms, and on the second floor, general use classrooms (number to be determined).
- Demolition of existing theatre building

2. **Estimated Construction Budget.** The estimated construction budget for the Project is **\$26 million**

3. **Tentative Schedule.** Below, please find a tentative Project schedule. The Project schedule is subject to change at the District's discretion.

3.1. **Schematic Design: January 2022 – January 2024**

3.2. **Design Development: January 2022 – January 2024**

3.3. **Construction Documents: January 2022 – January 2024**

3.4. **DSA Review / Back-check: January 2022 – January 2024**

3.5. **Interim Housing: January 2024 – June 2024**

3.6. **Construction: June 2024**

**NOTE:** The District shall seek state funding for the Project from the School Facilities Program.

**Attachment 2**

**Form of Agreement for Architectural Services (plus Exhibits)**