

REQUEST FOR PROPOSALS
FOR
Request for Qualifications
High School Education Specifications / Design Manual

Prepared by:
Facilities Management
Lane County School District No. 4J
Eugene Oregon

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Mailing Address: Facilities Management
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Eugene OR 97402

**Request for Qualifications
High School Education Specifications / Design Manual**

ADVERTISEMENT

The Lane County School District 4J is requesting sealed proposals from architectural firms licensed in Oregon to develop an Education Specification/Design Guide for High School Facilities.

The Lane County School District 4J wants to develop education specifications/ design guide for high schools. This document is intended to provide guidance in the renovation of existing high schools and the design of any new high school. Briefly, the project will provide guidance on how the built high school environment will support the academic programs and vision of the District. The general concept is to provide adequate detail for proposed spaces while leaving flexibility for creativity and design options.

Requests for Qualifications (RFQ) may be obtained on from the District's website at www.4j.lane.edu Proposers must check the District website for all current solicitation documents and any potential addenda.

Qualifications submittals are due at at Lane County School District 4J, Facilities Management, Attention: Carole Knapel, 715 West fourth Avenue, Eugene Oregon 97402. Late proposals will not be accepted.

The District reserves the right, without prejudice, to reject any or all proposals for good cause, if it is determined to be in the best interest of the District, or for non-conformance with public contracting procedures. All Proposers are required to comply with Oregon Revised Statutes and District Board Policy.

Proposals will not be accepted from Proposers who fail to certify to non-discrimination in employment practices or identify resident status.

Date: October 11, 2018

By: Carole Knapel

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200 North Monroe, Eugene OR 97402

REQUEST FOR QUALIFICATIONS

High School Education Specifications / Design Manual

TABLE OF CONTENTS

		Page
Part 1	Table of Contents	3
Part 2	Project Description	4
Part 3	Scope of Services	4
Part 4	Contract Requirements	5
Part 5	Submittal Requirements	7
Part 6	Selection Process	9
Part 7	Miscellaneous Provisions	10
Part 8	Certification and Contract Offer	14

Part 2 – Project Description

The project is the development of a High School Education Specification/Design Guide. The Education Specification/Design guide will be developed in collaboration with the 4J community. The process will include the following groups:

- The Core Working Group – will include members of 4J leadership as well as representatives of District high schools
- The Advisory Team – will include School Board representatives, parents, teachers and other members of the community
- The Executive Group – will be the 4J leadership team

The selected consultant will work extensively with the Core Working Group to identify proposed guiding principles of design, examine Best Practices, and provide recommendations on a programmatic framework for the Education Specification/Design Guide.

The Consultant will also work with the Core Working Group to present components of the framework to the Advisory Team for their review and recommendations.

The recommendations of the Core Working Group and the Advisory Team will be reviewed and finalized by the Executive Group for presentation to the School Board

Part 3 – Scope of Services

The Scope of Services includes the development of a High School Education Specification/Design Guide to include the following components:

- Guiding principles of design
- Room and space needs based on Best Practices for specific student capacities
- Building Organizations/Adjacencies
- Spatial types
- Room requirements

It is the intent of the District to utilize this document to plan for renovations/remodel of existing high schools as well as the planning for any new facility.

The development of the final document may include interviews, workshops, design charrettes, surveys and/or tours of exemplary facilities.

Part 4 - Contract Requirements

The Architect will be required to execute AIA Document B102 – 2017. The architect will be required to execute the material terms of the sample contract unless it is deemed by the District to be in the District's best interest to modify the contract. Proposers should review and satisfy themselves that they are willing to execute the sample contract. Exceptions or qualifications to the sample contract may be proposed only during the comment period of the selection process. (Part 7, item 7.1)

GENERAL REQUIREMENTS

All proposers are required to comply with the provisions of Oregon Attorney General's Model Public Contract Rules, and the District Board Policy. The District reserves the right to reject any and all proposals received as a result of this request for proposal, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the District. The contents of the proposal of the successful proposer will become the contractual obligation, if a contract ensues. Failure of the successful proposer to accept these obligations may result in cancellation of the award. The selected proposer will be required to assume responsibility for all services offered in their proposal whether or not produced by them. Further, the proposer will notify the District of the designated person who will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

4.1 Ordinances, Permits, Licenses

The proposer shall keep fully informed of local ordinances, state and federal laws in any manner affecting the work herein specified. The proposer shall comply with said ordinances, laws, regulations, and protect and indemnify the District, its officers, and agents against any claim or liability arising from, or based upon, the violations of any such laws, ordinances, or regulations.

4.2 Waiver of Provisions

Proposer agrees that the waiver, acceptance, or failure by the District to enforce any provisions, terms or conditions of the contract shall not operate or be construed as a waiver of prior or subsequent breaches or the right of the District to thereafter enforce such provisions.

4.3 Contract Breach

In the event of a breach by the proposer of any of the provisions of this contract, the District reserves the right to cancel and terminate the contract forthwith upon giving written notice to the contractor.

4.4 Damages

The proposer shall be liable for any damage to the District resulting from a refusal or failure to complete the work under the contract. Damages shall be those actually incurred and include the cost to obtain the contracted work elsewhere.

4.5 Copyrights

The proposer agrees to protect the District against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringement arising from the services herein. The proposer

further agrees to assume all expenses and damages arising from such claims, suits, or proceedings.

4.6 Right to Audit

The District reserves the right to audit, at reasonable times and places, the books and records of any proposer who has submitted cost or pricing data according to the terms of a contract, to the extent that such books and records relate to such cost or pricing data. Any proposer who receives a contract, for which cost or pricing data are required, shall maintain such books and records that relate to such cost or pricing data for three (3) years from the date of final payment under the contract.

4.7 District Personnel

No officer, agent, consultant, or employee of the District shall be permitted any interest in the contract.

4.8 Contract Alterations

No alteration in any of the terms, conditions, time, delivery, price, quality, quantities, or specifications will be effective without the prior WRITTEN consent.

4.9 Order of Precedent

In the event of ambiguity, preference shall be in this order: Statement of Work, General Terms and Conditions as provided herein, AIA B102 - 2017 Edition, the solicitation document, then the proposal document. For discrepancies between this contract and the Oregon Attorney General's Model Public Contract Rules Manual, preference shall be given first to Board Policy then the Rules Manual.

4.10 Non-Discrimination Clause

The Proposer agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment up-grading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

4.11 Background Check / Fingerprinting

Individuals with whom the District contracts, or any employee, agent, subcontractor or Provider who will have access to District school facilities shall be required to submit a 4J Volunteer Background check and undergo a state and nationwide fingerprinting and criminal history records check, in accordance with the provisions of ORS 326.603 and ORS 326.607. Individuals or Proposer, and not the District, shall be responsible for the fees associated with fingerprinting and the criminal history records check, not to exceed the actual costs (ODE \$59.00 and outside fingerprinting vendor \$12.50). Independent Contractors will be required to complete the Volunteer Background check upon project award. Once approval from the Volunteer Background check is received you will pay the District the ODE fees and complete the fingerprint process through Field Print.

4.12 Use of Tobacco Products

Smoking and the other use of tobacco products is prohibited on all District property, pursuant to OAR 581- 021- 0110.

4.13 Independent Contractor

The Proposer is an independent contractor, not an agent of the District, and nothing in this relationship shall be construed as creating a partnership, joint venture, franchise, agency, or employment relationship between the Proposer and the District. Neither the Proposer nor the District shall have the authority to make any statements, representations, nor commitments of any kind or to take any action binding the other except as provided for herein or authorized in writing by the party being bound.

4.14 Debarment Certification

The proposer certifies that the proposer is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Contract by any Federal department or agency. If requested by the School District, the Proposer shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Proposer for the Contract shall be incorporated into the Contract by reference.

4.15 Taxes

The District is tax exempt. All taxes shall be the responsibility of the Proposer.

4.16 Non-Appropriation of Funds

If the District's legislative body or other funding authority does not appropriate funds for contract payment for contract year or any subsequent appropriation period and District does not otherwise have funds available to lawfully pay the contract payments ("Non-Appropriation Event") District may, subject to the conditions herein and upon prior written notice to Proposer ("Non-Appropriation Notice"), effective 60 days after the later of Proposer's receipt of same or the end of the District's appropriation period ("Non-Appropriation Date"), terminate the contract and be released of its obligation to make all contract payments due after the Non-Appropriation Date. As a condition to exercising its right under this addendum, District shall: (1) provide in the Non-Appropriation Notice a certification of responsible official that the Non-Appropriation Event has occurred, and (2) pay Proposer all sums payable to Proposer under the contract for services received, excluding termination fees, up to the Non-Appropriation Date.

Part 5 – Submittal Requirements

Proposals are due October 29, 2018 at 4PM and shall be submitted to Carole Knapel Eugene School District 4J Facilities Management, 715 West 4th Avenue, Eugene OR 97402. It is the responsibility of the Proposer to ensure that their document is received at the correct location and time. There will be no public opening of proposals.

Questions or comments pertaining to this RFP should be submitted in written form via email no later than five(5) days prior to the proposal due date. Written questions should be sent to knapel_c@4j.lane.edu.

Any changes or modifications to the RFP will be issued by written Addenda will be posted on the District website at www.4j.lane.edu/bids/

Proposers shall submit one original and five copies of the proposal. One electronic copy of the proposal shall be submitted via flash drive or DVD. The proposals shall be organized in separate sections and labeled to match the requirements identified in Part 5. All materials shall be in 8 1/2" x 11" format. Proposals should be limited to 15 pages with font size 11 point or above. Resumes and cover letter are not included in this limit. Elaborate art work is not necessary. Firm brochures may be submitted in addition to the proposal.

The format of the proposal should follow the following outline. References to "projects" in this section specifically mean programming or education specifications projects.

5.1 Firm and Team Description: Provide a brief description of your firm's history, the type of work completed and your capabilities. If a joint venture or a prime/sub-consultant relationship of two or more architecture firms is proposed, list the estimated percentage of work that will be allocated to each firm.

5.2 Staffing: Provide a project organization chart showing the proposed staff/ team for the project including Principal-in-Charge, project manager, and all professional staff assigned. Include a resume for each person included in the organization chart. Resumes should include each individual's education, work history, length of tenure with your firm and prior experience with K-12 educational facilities.

By listing the individuals in the proposal, the firm commits that these individuals will work on the components of the project as described. The District reserves the right to approve or reject any changes to the proposed team. The District further reserves the right to request a substitution of personnel if deemed to be in the best interest of the District.

5.3 Recent Firm Educational Facility Experience: Provide a listing in chronological order, in chart format, of your firm's experience in developing programming or educational specifications within the past 10 years. Include; name and location of project, project description, names of your staff assigned to the project, completion date, name of owner/owner's representative, email and phone contact information for owner/owner's representative. Indicate at three of the projects which you suggest we contact as references.

If a school has been designed and built based on your programming or educational specifications, please describe any feedback or lessons learned that you have acquired.

5.4 Overall Project Approach: The District intends to complete this project within approximately 20 weeks. Proposals shall include a schedule which identifies major tasks/milestones to accomplish the scope of work within this schedule. Proposals should describe the firm's approach to this type of project. Describe how you will engage District staff, and the protocols you will use for documenting project discussions and decisions as well as communicating with District personnel.

5.7 Proposal Certification Statement: A proposal Certification is included as the final page of this RFP. **This form must be completed and included in your proposal.**

All costs of the proposal process, interview (if scheduled) contract negotiation and related expenses are solely the responsibility of the Proposer. The District reserves the right to reject any proposal that is non-responsive to the requirements of this solicitation. Any change to the proposal or proposed team after the date of submission is grounds for being declared non-responsive.

Notwithstanding the above, the District reserves the right, at the sole discretion of the District, to request modifications to proposals that are in the best interest of the District.

The District reserves the right:

- A. to reject any or all proposals not in compliance with all public procedures and requirements
- B. to reject any proposal(s) not meeting the specifications set forth herein
- C. to waive any or all irregularities in proposals submitted
- D. to consider the competency of proposers in making any award
- E. to follow the provisions of Section 137-046-0300 of the Oregon Attorney General's Model Public Contract Manual, in the event two or more proposals are for the same amount for the same work
- F. to reject all proposals and cancel the RFP, including after Notice of Intent, prior to contact issuance
- G. to award any or all parts of any proposal
- H. to request references and other data to determine responsiveness
- I. to award any or all parts of a solicitation
- J. to request interviews of highest or all proposers
- K. to conduct discussions and negotiations, and request Best and Final Offers per the provisions of OAR 137-047- 0262 of the Oregon Attorney General's Model Public Contract Manual

Each proposal shall be irrevocable for a period of ninety (90) days from the Proposal Opening Date.

After Opening, the District may conduct discussions with apparent Responsive Proposer(s) for the purpose of clarification and to assure full understanding of the Proposal.

The District may only conduct Discussions or Negotiate with Proposers in accordance with ORS 279B.060 (8). After Award of the Contract, the District may only modify an awarded Contract in accordance with District policy.

If the District receives offers identical in price, fitness, availability and quality, and chooses to award a contract, the District shall award the contract in accordance with Oregon Model Contract Rules Manual Section 137-046-0300.

In accordance with Oregon Model Contract Rules Manual Section 137-047-0740 any adversely affected Proposer has five (5) calendar days from the date of the written notice of intent to award to file a written protest.

Part 6 - Selection Process

The District is seeking to retain a firm which is committed to producing quality facilities that meet or exceed the requirements of the program. The architect will be expected to work together with the District in order to facilitate communication that is detailed and clear.

The written proposals received in response to this RFP will be reviewed and ranked by a selection committee in accordance with the criteria listed below. Once the proposals are reviewed, the District will determine whether to conduct interviews. References for firms will be checked. The results of the proposal ratings, reference checks and interviews (if required), will

be compiled to determine proposal rankings. The proposal rankings will then be submitted to the District Superintendent for a final determination.

The District will proceed to negotiate a contract with the top-ranked firm. At the District's discretion, if negotiations are not successful after 10 calendar days, the District may then proceed to negotiate with the second ranked firm and so forth until a successful contract is negotiated.

SCORING OF PROPOSALS / INTERVIEWS

Proposal Criteria	Item	Points
Firm team, general qualifications, experience	5.1	10
Qualifications of proposed staffing	5.2	20
Recent Educational Planning Experience	5.3	30
Overall Project Approach	5.4	40
Total for Proposal		100
Interviews (if required)		50

Selection Process Schedule

	DATES
Publish RFQ	Oct. 11, 2018
Last Date for Addenda	Oct. 24, 2018
Proposals Due (4:00PM)	Oct. 29, 2018
Notification of Interviews (if required)	Nov. 5, 2018
Notice of Award (If no interviews required)	Nov. 9, 2018
Contract / Notice to Proceed	Nov. 13, 2018

Part 7 – Miscellaneous Provisions

7.1 Comments and Appeals: Comments and requests for modifications concerning the specifications and requirements of the RFP must be received in writing, delivered by email or mail in accordance with Model Public Contracting Rules Section 137-047-0730. No comments or requests for modification will be received or considered after this date and time.

The Superintendent or his designee will consider all appeals and render a prompt and final decision.

7.2 Modifications: Proposals may be withdrawn and/or modified any time until the due date and time for the submittal of proposals. After that time, Proposers may neither withdraw nor submit a proposal. However notwithstanding the above the District reserves the right, at the sole discretion of the District, to request additional information and permit modifications if the District believes that such modifications will be in the best interest of the District and that competition will not be impaired.

District reserves the right:

- (1) to reject any or all proposals not in compliance with public proposal procedures.
- (2) to postpone award of the contract for a period not to exceed ninety (90) days from date of proposal opening.
- (3) to waive informalities in the proposal.
- (4) to select the proposal which appears to be in the best interest of the District.
- (5) to cancel the procurement.

7.3 Indemnity and Insurance: The Proposer shall be bound by the indemnity provisions and insurance requirements included in the Draft Agreement. If awarded the contract for architectural services under this RFP, the Proposer shall promptly submit to the District certificates of insurance at or exceeding limits stated in the Draft Agreement. Failure to submit the required certificates within 7 calendar days of being notified of contract award shall be grounds for being declared non-responsive and for the award to be rescinded.

7.4 Proprietary Information: During the selection process the District will consider all submittals to be public information except for those pages that are marked proprietary information. The Proposers should satisfy themselves that only those pages that meet the definitions in the Oregon State Statutes and Rules are marked proprietary. The proposal from the firm executing a contract for this work will become part of the contract and as such will be public information in full.

7.5 Provisions

By submittal of this proposal, the vendor agrees to comply with the provisions of the Oregon Attorney General's Model Public Contract Rules Manual as adopted by District Board Policy. Attention is directed to the latest version of the following provisions. Full copies of any provision may be obtained from the District for the minimal cost of reproduction or from the Department of Justice, Salem Oregon.

OREGON REVISED STATUTES

ORS 244 GOVERNMENT ETHICS
ORS 279A, 279B PUBLIC CONTRACTS AND PURCHASING

OREGON ADMINISTRATIVE RULES

CHAPTER 137 PUBLIC PROCUREMENT RULES Divisions 046, 047

7.6 Equal Employment Compliance Requirement

In accordance with ORS 279A.100 - 279A.110, by submitting this proposal, the vendor certifies conformance to the applicable federal acts, executive orders, and Oregon statutes and regulations concerning affirmative action toward equal employment opportunities. All information and reports required by the federal or Oregon state governments having responsibility for the enforcement of such laws shall be supplied to the District in compliance with such acts, regulation, and orders.

7.7 Publicity

Proposer agrees that it will not disclose the form, content or existence of any Contract or any Deliverable in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with District, whether or not such disclosure, publicity or association implies an endorsement by District of Proposer's services, without the prior written consent of District.

7.8 Foreign Contractors

The attention of all contractors who are not domiciled in or registered to do business in the state of Oregon is called to Oregon Revised Statute 279A.120 (2) (a) (b) (3).

(1) "In all public contracts, the public contracting agency shall prefer goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal."

(2) "When a public contract is awarded to a foreign contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total price, terms of payment, length of contract, and such other information as the Department of Revenue may require before final payment can be received on the public contract. The public contracting agency shall satisfy itself that the requirement of this subsection has been complied with before it issues a final payment on a public contract. For purposes of this subsection, a foreign vendor is one who is not domiciled in or registered to do business in the State of Oregon."

7.9 Silence of Specifications

The apparent silence of the specifications and/or any supplemental specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only equipment and workmanship of first quality are to be used. If any omitted specification results in ambiguity as to material characteristics of the System or Product, and inclusion is necessary to enable a reasonable person in the particular industry to properly identify such characteristics and respond with a proposal for an intact and fully functioning system or product, then Proposer shall submit a request for clarification, according to the guidelines for submitting questions as set forth in this RFP. Failure to submit such a request for clarification is at the Proposer's risk. Proposer shall be required to provide a System or Product meeting District's needs with regard to any omitted specification for which a request for clarification should reasonably have been sought by Proposer.

7.10 Restrictions on District Contact

All questions regarding this request for proposal shall be submitted in writing to the attention of Carole Knapel. No oral questions will be accepted.

A. Questions shall be submitted via e-mail (knapel_c@4j.lane.edu) or mailed to the attention of Carole Knapel at Lane County School District 4J, Facilities Management, 715 W 4th Avenue, Eugene, Oregon 97402.

B. No other contact regarding this request for proposal during the proposal evaluation process shall be permitted. Unauthorized contact regarding this request for proposal may subject the contacting vendor's proposal to rejection.

7.11 Right to Retain Proposals

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected.

7.12 Public Records

This RFP and one copy of each proposal received in response to it, together with copies of all documents pertaining to the award of a Contract, shall be kept by the District and made part of a file or record which shall be open to public inspection after the completion of the execution of the Contract Award (if any). If a proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information shall be clearly marked with the following caption:

“This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

**CERTIFICATIONS
LANE COUNTY SCHOOL DISTRICT 4J
COMPLETE BOTH SECTIONS I AND II ON THIS PAGE**

I. NON-DISCRIMINATION CLAUSE

Proposer agrees not to discriminate against any client, employee or applicant for employment or for services because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any Proposer who is in violation of this clause shall be barred from receiving awards of any Purchase Order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Legal Name of Proposer: _____

Doing Business As (if applicable) _____

Address: _____

Officer's Signature: _____

Print Officer's Name and Title: _____

II. RESIDENT CERTIFICATE

Please Check One:

Resident Proposer: Proposer has paid unemployment taxes or income taxes in this state during the last twelve calendar months immediately preceding the submission of this proposal, has a business address in this state and has stated in this proposal whether Proposer is a "resident bidder" under ORS 279A.120(1)(b).

OR

Non-Resident Proposer: Proposer does not qualify under requirements stated above.

Please specify your state of residence: _____

Officer's Signature: _____

Print Officer's Name and Title: _____