



**HUNTINGTON BEACH CITY SCHOOL DISTRICT**  
8750 Dorsett Drive, Huntington Beach, California 92646

**REQUEST FOR QUALIFICATIONS AND REQUEST FOR PROPOSALS  
FOR ARCHITECTURAL SERVICES**

**REMAINING MEASURE Q CAPITAL IMPROVEMENT PROJECTS**

**BACKGROUND AND PURPOSE**

On November 8, 2016, local voters approved Measure Q, the Huntington Beach City School District's \$159,850,000 general obligation bond. To implement Measure Q, the District issued an RFQ/RFP soliciting proposals from experienced architectural firms to perform comprehensive architectural services for the initial list of identified capital improvement projects (collectively, the "Phase 1 Projects"). Following the completion of a competitive selection process, the Board of Trustees on April 11, 2017, awarded an Agreement for Architectural Services ("Agreement") for the Phase 1 Projects, consisting of various locally funded capital improvement projects throughout the District, including new construction, modernization, alteration, addition, and/or miscellaneous projects. With the delay of certain Phase 1 Projects, other capital improvement projects slated for inclusion in subsequent phase(s) were accelerated and included as part of the Phase 1 Projects.

The Huntington Beach City School District is now requesting proposals for the remaining capital improvement projects comprising Phases 2 and 3 in order to fully implement Measure Q (collectively, the "Remaining Projects"), by providing comprehensive architectural services at the District's school sites, as more particularly described in Exhibit "A," attached hereto (collectively, the "School Sites").

The District will select the architectural firm(s) that is/are the most qualified to meet or exceed the District's design, budget, and schedule requirements at the lowest cost and highest quality. The District reserves the right to select one or more firms for the Remaining Projects to be constructed at the School Sites.

**TERM**

The contract entered into per this Request for Qualifications/Proposals ("RFQ/RFP") will be for the term specified in the agreement(s) with the District.

**CONTRACT**

The selected firm(s) will be expected to execute an agreement in the form included herein as Exhibit "B." Although the interested firm(s) may propose changes to the agreement, unless otherwise agreed to by the District, each firm agrees and understands that the existing terms and conditions of the agreement will be binding upon the firm. Any proposed changes to the

agreement must be submitted with the proposal. **The award of the contract is subject to approval of the District’s Board of Trustees (“Board”).**

**MANDATORY PRE-SUBMITTAL CONFERENCE**

A mandatory pre-submittal conference will be held on **Wednesday, September 25, 2019 at 10:00 a.m.** in the Huntington Beach City School District Education Center Board Room located at 8750 Dorsett Drive, Huntington Beach, CA 92646. At the conference, District representatives will provide information and answer questions regarding the Remaining Projects and the scopes of work. **Any architectural firm that fails to attend the entire pre-submittal conference shall be ineligible to respond to this RFQ/RFP.**

**DEADLINE FOR PROPOSALS**

An original and four (4) copies of the proposal, together with any required attachments thereto, must be received by the District **ON OR BEFORE 4:00 p.m. on Wednesday, October 2, 2019.** No proposals will be accepted after this time and date. No faxed proposals will be accepted. Proposals must be submitted to:

Gregory Haulk  
Superintendent  
Huntington Beach City School District  
8750 Dorsett Drive  
Huntington Beach, California 92646

**REGISTRATION/QUESTIONS**

A firm that intends to submit a proposal under this RFQ/RFP must register with the District by submitting the Registration Form attached hereto as Exhibit “C” to the address below. In order for such firm to receive answers to questions or addendums, the District must receive the Registration Form **NO LATER than 4:00 p.m. on Thursday, September 26, 2019.** Any proposal to this RFQ/RFP received from a firm that has not timely submitted a completed Registration Form shall be deemed nonresponsive and shall be returned to the proposer unopened.

All questions pertaining to this RFQ/RFP **must be submitted in writing** and must be received **NO LATER than 4:00 p.m. on Friday, September 27, 2019.** Should questions raised by a firm necessitate an Addendum to this RFQ/RFP, each registered firm will be provided with such Addendum. Direct questions to:

Gregory Haulk  
Superintendent  
Huntington Beach City School District  
8750 Dorsett Drive  
Huntington Beach, California 92646  
(714) 964-8888  
Email: [ghaulk@hbcasd.us](mailto:ghaulk@hbcasd.us)

The District will not be responsible for any oral or other unofficial interpretation of any element of the RFQ/RFP or its related documentation.

### **ADDENDUM/WITHDRAWAL/EXTENSION**

A firm that has submitted a proposal may submit an addendum to such proposal at any time up to the official closing date for the receipt of proposals. The last submission shall supersede and invalidate all previous submissions by that firm as it applies to this RFQ/RFP. No oral or telephonic proposals or modifications will be considered.

A firm may withdraw its proposal at any time up to the official closing date for the receipt of proposals. The withdrawal shall be in writing, bearing the signature of the person who submitted the proposal.

Extensions of time to prepare a proposal will not be authorized.

### **PROPOSALS**

Proposals must include the following information:

1. Firm's name, address, telephone number, fax number, website address, Federal ID Number, and California Registration Number
2. Firm's principal contact
3. Firm overview, including no less than the following information:
  - a. Brief history of the firm, including the number of years in business
  - b. Date the firm was established under the current name
  - c. Type of ownership or legal structure of the firm, including incorporation or registration information
  - d. Location of the office where the firm's personnel will complete the design of and manage the District's Projects
  - e. Number of employees in the firm's office, including architects, designers, specification writers, draftsmen, engineers, and clerical and other support staff
4. Staffing and Personnel
  - a. Description of the total number of staff broken down by type of work (principals, architects, engineers, other specialists, draft persons, office staff, business development staff, etc.) and how the firm will manage its resources to accommodate the District's construction schedules
  - b. Provide resumes for all principals, the project manager, and key personnel proposed for the District's Projects, including their license numbers and length of association with the firm
5. List of partners and consultants proposed for the District's Projects, if any

6. Project History (within the last five (5) years, including dollar value)
  - a. Educational projects
  - b. Other projects
  - c. For those staff members to be committed to the District's Remaining Projects, describe all similar relevant projects completed with your firm or while they were employed by other firms. Provide information such as photographs, floor plans, program summaries, and cost per square foot.
7. Current projects, including school construction projects in progress and status of completion
8. Explanation of how the firm will achieve the schedule goals for the District's Remaining Projects
9. List of, at minimum, three (3) references, including the name, address, and telephone number of persons who can attest to your performance on relevant projects
10. Methodology for calculating the firm's fee for architectural services, and current fee schedule, including a list of basic and additional services provided by the firm
11. Description of the following:
  - a. Experience with the Division of the State Architect, Office of Public School Construction, State Allocation Board, and Department of General Services, including knowledge of procedures regarding and experience with preparation of required documentation for submittal to such agencies
  - b. Knowledge of K-12 construction in California, including understanding and knowledge of Field Act requirements
  - c. Experience in different construction delivery methods
  - d. Experience with and approach to value engineering
  - e. Experience in working/coordination with pre-construction services consultants as part of lease-leaseback delivery method
  - f. Description of budgeting, cost, and quality control methods
  - g. Cost estimating systems
  - h. Experience with and approach to construction administration
  - i. Approach for renovation projects vs. new construction
  - j. How the firm shares information with the project team throughout the life of the project
  - k. Firm's change order history, including the firm's approach to problems and change orders
12. Specific firm procedures for addressing the following:
  - a. Disputes and claims involving contractors and subcontractors
  - b. Provision of estimates of change order items

13. Firm's method to estimate the probable construction cost of a project, including:
  - a. Methodology
  - b. Contingencies used
  - c. Standard estimating manuals used as reference
  - d. Experience of estimator
  - e. Accuracy of estimates
  - f. The firm's willingness to commit to the estimate provided
14. Proposals shall also include the completed Additional Information Form included herein as Exhibit "D" and the completed and executed Criminal Records Check Certification included herein as Exhibit "E."
15. Any information not listed above, but that the firm considers useful for the evaluation committee to consider

## **INSURANCE**

1. The firm selected shall maintain in full force and effect, during the entire term of the contract, the insurance described below. Firms that fail to provide required insurance information during the selection and negotiation process may be eliminated.
  - a. Workers' Compensation, with Employer's Liability limit of not less than \$1,000,000 per each occurrence
  - b. Commercial General Liability Insurance with limits of not less than \$1,000,000 per each occurrence, \$2,000,000 in the aggregate, including coverage for contractual liability, personal injury, property damage, personal/advertising, independent contractors, products and completed operations
  - c. Comprehensive or Business Automobile Liability Insurance with limits of not less than \$1,000,000 per each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned, and hired automobiles
  - d. Professional Liability Insurance with limits of not less than \$1,000,000 per each occurrence for errors or omissions arising out of professional services performed under the contract
2. The Commercial General Liability Insurance and Comprehensive or Business Automobile Liability Insurance policies shall be endorsed to include the District, its officers, agents, employees, and representatives as additional insureds.
3. The policies shall be primary insurance to any other insurance available to the District, with respect to any claims arising out of the contract. The insurance shall apply separately to each insured against whom a claim is brought.
4. All policies shall be endorsed to provide thirty (30) days advance written notice to the District of cancellation, non-renewal, or reduction in coverage.

5. Certificates of insurance in the form and with insurers satisfactory to the District, evidencing all coverage above, shall be furnished to the District during the selection and negotiation process.

### **EVALUATION CRITERIA**

An evaluation committee, consisting of designated consultants and other District personnel, will select the firm(s) to be used by the District. All proposals will be evaluated based on the following criteria:

1. Experience, qualifications, and resources
2. Fee competitiveness
3. Staff capacity, depth, and workload
4. Nature and quality of the firm's completed work
5. Ability to meet budgets and timelines established by the District
6. Ability to address each of the program needs of the District
7. Ability to provide superior support in construction and multiple project coordination
8. Understanding of the District's educational goals, objectives, and management methods
9. Professional excellence and demonstrated competence
10. Training and experience of key personnel
11. Reliability and continuity of the firm
12. References
13. Location of the firm's offices
14. Interview/presentation (if required), which shall be made by the same project team personnel who will be assigned to the Projects
15. If applicable, a visual presentation of the firm's concept for integrating new facilities on existing School Sites
16. Other considerations deemed relevant by the District

### **EVALUATION PROCESS**

The evaluation of proposals will be conducted in three phases. Phase I will evaluate proposals in terms of the ability to satisfy the requirements outlined in this RFQ/RFP. Firms considered by the District to be most qualified will be placed on a list for further evaluation. Phase II may include interviews and/or presentations and contract fee negotiation. If the District determines to interview one or more short-listed firms, such interviews will be held on **Friday, October 4, 2019 between the hours of 8:30 AM – 12:30 PM**, at 8750 Dorsett Drive, Huntington Beach, CA 92646. Phase III will consist of the final selection and approval by the Board.

## **GENERAL CONDITIONS**

1. If the proposal is made by an individual, it shall be signed by such individual, including the full name and address of the individual. If the proposal is made by a firm, it shall be signed by a principal of the firm with authorization to bind the firm by contract.
2. All costs associated with the preparation of the firm's proposal will be solely the responsibility of the interested firm.
3. Submission of a proposal constitutes agreement by the proposer to each and all of the terms, conditions, provisions, and requirements set forth and contemplated in this RFQ/RFP and any attached documents.
4. The firm submitting a proposal agrees that all documentation and information in any proposal or addendum shall become the property of the District and may be subject to disclosure under the terms of the Freedom of Information and Protection of Privacy Act and/or Public Records Act. Since the District will not be responsible for any interpretation of the provisions of the Acts, no confidential information should be included in the proposal.
5. The successful firm, its officers, directors, employees, agents, and representatives will be expected to adhere to all District policies, procedures, and regulations.
6. The proposals submitted by the interested firms shall be irrevocable for a period of sixty (60) days from the official closing date for the receipt of proposals.
7. No personal contact shall be made with members of the Board. Any contact will constitute grounds for disqualification of consideration.
8. The District reserves the right to accept or reject all proposals. The District also reserves the right to accept a proposal and enter into an agreement as a result of the initial proposals received, or, alternatively, it may elect to conduct interviews or request presentations from firms that are within an acceptable competitive range, as determined by the District.
9. The District reserves the right to withdraw, at its discretion, this RFQ/RFP at any time and shall not be liable for any expense, cost, loss, or damage incurred or suffered by any interested firm as a result of such withdrawal.
10. The contents of the proposal of the successful firm will become contractual obligations. Failure of the successful firm to accept those obligations in a subsequent contractual agreement may result in cancellation of the award.
11. The architect will be required to use his/her own office, personnel, and facilities.
12. Any contract resulting from this RFQ/RFP is subject to appropriation of funds by the Board for each fiscal year of service.
13. All material submitted that has not been clearly designated as proprietary information becomes the property of the District and may be returned only at the District's option.
14. Proposals submitted become the property of the District and may be reviewed and evaluated by any persons at the discretion of the District.

15. The District reserves the right to use any or all ideas presented. Selection or rejection of the proposal does not affect this right.

## **EXHIBIT “A”**

### **LIST OF REMAINING PROJECTS AT SCHOOL SITES**

#### **Phase 2 (Series B) Bond Sale – 2018+**

- Dwyer Middle School Case Building and Auditorium Remodel Projects
- Smith Elementary School Modernization and New Administration/Classroom Building Projects
- Seacliff Elementary School Modernization Project

#### **Phase 3 (Series C) Bond Sale – 2020+**

- Sowers Middle School Modernization or Possible New Construction Replacement Project
- Eader Elementary School Modernization Project (if necessary)
- Perry Elementary School Modernization Project (if necessary)
- Peterson Elementary School Modernization Project (if necessary)

**EXHIBIT “B”**  
**FORM OF AGREEMENT**

**[Insert Behind Exhibit]**

**EXHIBIT "C"**

**REGISTRATION FORM**

**REMAINING CAPITAL IMPROVEMENT PROJECTS**

The architectural firm listed below intends to submit a proposal, by the specified date and time, in response to the Request for Qualifications/Proposals for Architectural Services from the Huntington Beach City School District.

Firm Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**EXHIBIT "D"**

**ADDITIONAL INFORMATION**

In order to be considered, the following questions must be answered in full. If a question is not applicable to your firm, please indicate by the use of "N/A" in the answer blank.

1. Has your firm previously provided contract services for similar relevant projects?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

2. Will the assigned personnel have current experience in the planning and design of public school facilities in California?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

3. In the past five years, has the firm or any of the firm's principals been involved in litigation or arbitration of any kind on questions relating to similar services, particularly involving a school or community college district?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If yes, provide the name of the entity and briefly detail the dispute:

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4. In the past five years, has the firm or any of the firm's principals had a services agreement terminated for default?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If yes, provide details, including the name of the other party:

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5. Is your firm, its owners, and/or any principal or manager involved in, or aware of, any pending litigation regarding professional misconduct, bad faith, discrimination, sexual harassment, etc.?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If yes, provide details:

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6. Is your firm, its owners, and/or any principals or managers involved in, or aware of, any pending disciplinary action and/or investigation against them conducted by any local, state, or federal agency?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If yes, provide details:

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**EXHIBIT "E"**

**CRIMINAL RECORDS CHECK CERTIFICATION  
(Fingerprinting Requirements)**

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**ARCHITECT'S CERTIFICATION**

With respect to the Contract dated [REDACTED], 2019 by and between the Huntington Beach City School District ("District") and [REDACTED] ("Architect") for the provision of architectural services, Architect hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees who may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_  
Architect's Representative

\_\_\_\_\_  
Date

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**ARCHITECT'S EXEMPTION**

Pursuant to Education Code section 45125.1, the Huntington Beach City School District ("District") has determined that [REDACTED] ("Architect") is exempt from the criminal background check certification requirements of Education Code section 45125.1 for the Contract dated [REDACTED], 2019 by and between the District and Architect because:

- The Architect's employees will have limited contact with District students during the course of the Contract; or
- Emergency or exceptional circumstances exist.

\_\_\_\_\_  
District Official

\_\_\_\_\_  
Date

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**ARCHITECT CONSULTANT’S CERTIFICATION**

The Huntington Beach City School District (“District”) entered into a contract for architectural services with [REDACTED] (“Architect”) on or about [REDACTED], 2019 (“Contract”). This certification is submitted by [REDACTED], a consultant to the Architect for purposes of that Contract (“Consultant”). Consultant hereby certifies to the District’s governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees who may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_  
Consultant’s Representative

\_\_\_\_\_  
Date

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**ARCHITECT CONSULTANT’S EXEMPTION**

The Huntington Beach City School District (“District”) entered into a contract for architectural services with [REDACTED] (“Architect”) on or about [REDACTED], 2019 (“Contract”). Pursuant to Education Code section 45125.1, the District has determined that [REDACTED], a consultant to the Architect for purposes of that Contract (“Consultant”), is exempt from the criminal background check certification requirements for the Contract because:

The Consultant’s employees will have limited contact with District students during the course of the Contract; or

Emergency or exceptional circumstances exist.

\_\_\_\_\_  
District Official

\_\_\_\_\_  
Date