

**REQUEST FOR STATEMENTS OF QUALIFICATION  
FOR  
ARCHITECTURAL SERVICES FOR THE DESIGN OF  
CAMAS RIDGE COMMUNITY ELEMENTARY SCHOOL**

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

**Date Issued: October 9, 2020**

**Return by: October 30, 2020**

# **REQUEST FOR STATEMENTS OF QUALIFICATION FOR ARCHITECTURAL SERVICES FOR DESIGN CAMAS RIDGE COMMUNITY ELEMENTARY SCHOOL**

## **ADVERTISEMENT**

The Lane County School District 4J is requesting sealed Statements of Qualification from architectural firms licensed in Oregon to provide architectural, engineering and other consulting services as part of a team using the CM/GC contracting methodology for the design and construction of a replacement for Camas Ridge Community Elementary School.

Camas Ridge Community Elementary School is a neighborhood school which has served the Amazon neighborhood since it accepted its first students in 1949. The school engages learners with a variety of instructional practices, including student-initiated learning, collaborative small group work, music, art, and active project-based learning.

The school mission is supported by the following key components: Creating a learning community dedicated to academic success, responsibility and lifelong learning; parents, staff, students and community form a partnership for success; individual worth, diversity and the role of all ages is key to creating a community; valuing learning opportunities that are inquiry based, art and project-organized; creating a caring environment that enhances self-worth and responsible decision making; preparing students to appreciate and contribute to a global society.

Briefly, the project includes design, CM/GC cooperation/coordination and construction administration services.

Requests for Qualification (RFQ) may be obtained on the District's website at [www.4j.lane.edu](http://www.4j.lane.edu). Submitters must check the District website for all current solicitation documents and any potential addenda.

Submittals are due at 12:00 noon, Friday October 30, 2020. Proposers are not to submit hard copies of the proposal or deliver proposals in person due to the ongoing COVID-19 situation. Proposals shall be submitted electronically via email to [cip@4j.lane.edu](mailto:cip@4j.lane.edu) (limit email to a maximum of 10 MB). Late submittals will not be accepted.

The District reserves the right, without prejudice, to reject any or all Submittals 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 Submitters are required to comply with Oregon Revised Statutes and District Board Policy.

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

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Posted: Education Center Administration Building 200 North Monroe, Eugene OR 97402

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## **Part 2 – Project Description**

Camas Ridge Community Elementary School is a neighborhood school which has served the Amazon neighborhood since it accepted its first students in 1949.

The Mission of Camas Ridge Community Elementary is Wonder, Explore and Grow. This mission is supported by a strong commitment to creative and scholarly project-based learning, multi-age academic and social development and a caring learning community. Mornings at Camas Ridge Community are spent on language arts, math, social studies and science. Four days a week in the afternoon they have a multi-age Community Time class for grades 1-5. The Community Time class helps students develop interpersonal, problem-solving and decision-making skills, along with writing, art and project-based learning opportunities, in a community-based, multi-age setting. They also have multi-age project-based classes four days a week in which students investigate open-ended questions and apply their knowledge to produce authentic products. Students choose from a menu of project-based learning classes. These classes are engaging, scholarly and student-driven with an interdisciplinary approach that blends reading, writing, science, social studies and are with complex thinking skills into multi-week courses. During the school year there are also two art block classes, which allow students to explore the elements of art, create their own original art, and critique and respond to art created by other students.

### **School Highlights:**

- Parents, students and staff work together to create a dynamic, child-centered learning community.
- Every student is valued and is a contributing member of Camas Ridge Community School.
- Every student benefits from a rigorous, K-5 multi-disciplinary academic program that emphasizes multi-age, project-based learning and Common Core standards..
- Every student is inspired by and benefits from a safe, welcoming, respectful and inclusive school climate.
- An outstanding PE, music and arts program is available for all students.
- Students have access to a variety of after-school options.
- Technology is integrated into our program with wireless computer systems, SMART Boards, laptops and iPads.

### **School Improvement Goals:**

- Every Student will meet or exceed grade level standards in reading, writing, math.
- Every Student will develop the interpersonal skills necessary to succeed in a multi-age learning community.
- Every Student will demonstrate the skills necessary to succeed in a variety of project-based learning courses

In November 2018, the community approved a bond measure that includes a project for the replacement of the existing Camas Ridge Community Elementary School.

A new building for 600 students will support modern teaching and learning activities, will have improved energy efficiency and will be designed with safety and security features. The new

building shall be designed as a neighborhood school, contextually appropriate to its surroundings and history.

*Eugene School District 4J Pre-design Activities*

In order to prepare for the design of the new Camas Ridge Community Elementary School, the District has undertaken three activities:

1. Updated Program/Education Specifications - The District has evaluated nearly 1,200 responses to a post-occupancy evaluation survey related to the eight most recent school construction projects from the last two School Bond Issues. The results of this survey has been incorporated as a supplement to the Eugene School District 4J 2002 Educational Specifications & Architectural Program.

The Ed Spec includes:

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

2. Community Workshops – The District developed a series of community workshops which provided for community input on the following issues;

- Safety and Security
- Sustainability and Resilience
- Health and Nutrition
- Accessibility and Equity
- Teaching and Learning

The results of these workshops has provided the framework for the design of each of the new school facilities as well as for all improvements and maintenance projects funded by the 2018 Bond.

3. Technical Specifications – District staff has completed an update of District Technical Specifications including materials and systems which is to be used as the basis of design for new facilities and renovations/improvements. The revised Technical Specifications will be available for the Architect to use in developing this project.

**Part 3 – Scope of Services**

The District intends to employ an architectural firm to design a new Camas Ridge Community Elementary School that is functional, safe, accessible, efficient and visibly suited to its neighborhood setting.

While the District reserves the right to modify the schedule, the estimated schedule from date of Notice to Proceed is:

- Award November 2020
- A/E Design and CM/GC Pre-Construction 12-15 Months
- Permitting 3-4 Months
- Construction 22-23 Months
- Substantial Completion May 2024

Proposers should address the schedule as outlined.

### **General Architectural Services**

The architect will perform all standard professional services in connection with this project including collaboration with both the District and the CM/GC. The architect will provide program confirmation, design, bidding assistance, construction contract administration, project closeout and warranty inspection for all aspects of the project.

The architect will design to the District's budget and schedule as provided in this RFQ or subsequently amended by mutual agreement. The District will use a CM/GC contracting methodology for this project and one of the tasks to be assigned to the CM/GC will be development of cost estimates. These cost estimates will be developed at the completion of the Schematic Design, Design Development Phase and at the 50% Construction Document milestone. Architect shall regularly coordinate with the District and CM/GC on the review, analysis and incorporation of issues related to project scheduling, constructability, cost estimating and value engineering. The architect's design must be within the District's approved budget at each of these milestones. Redesign to bring the project within District's budget must be completed at no extra cost to the District.

A detailed description of the document requirements for each phase of the work is included in Appendix A (attached).

The current construction cost estimate is \$27,000,000.

### **Program Phase**

The District has developed an updated Elementary School Education Specification which is to be used for all projects funded by the 2018 Bond Measure. This document will be the basis of the program for this project. During this phase, the architect shall:

- Consult with the District, review applicable programming criteria, attend project meetings, communicate with project team members.
- Confirm the scope and intent of the anticipated Program with the District.
- Provide options for building placement which takes into account the elevation change across the site
- Prepare and update a schedule for Programming Services that identifies milestone dates for decisions required by the District and completion of documents to be provided by the Architect
- Review existing building site and record drawings to examine all existing building and site conditions in order to establish physical constraints and opportunities.
- Attend meetings and make presentations to the District and/or the public as required.
- Confirm the final program document to be used as the basis of design

### **Schematic Design Phase**

The Architect shall:

- Utilize the approved Program as the basis of design.
- Develop a preliminary design illustrating the scale and relationship of the project components.
- Develop documents to include a site plan, preliminary building plans, sections and elevations.
- Identify preliminary selections of major building systems and construction materials.
- Identify sustainable design alternatives, such as material choices and building orientation to develop a design that is consistent with the approved program, schedule and budget.
- Attend meetings and make presentations to the District and/or the public as required.

### **Design Development Phase**

The Architect shall:

- Utilize the approved Schematic Design and the basis for Design Development
- Provide drawings and other documents including plans, sections, elevations, typical construction details and diagrammatic layouts of building systems.
- Provide outline specifications that identify major materials and systems.
- Attend meetings and make presentations to the District and/or the public as required.

### **Construction Document Phase**

The Architect shall:

- Prepare bid documents according to contractual requirements and District procedures.
- Prepare drawings and specifications setting forth the detail and quality levels and performance criteria of materials and systems and other requirements for the construction of the project.
- Prepare, submit and obtain all permits necessary for the construction of the project in accordance with the approved project schedule.
- Attend meetings and make presentations to the District and/or the public as required.

### **Bidding Phase**

Following the District's approval of the Construction Documents the architect shall be responsible for interpretation of the construction documents and will respond to CM/GC and Subcontractors questions.

### **Construction Administration Phase**

The architect shall:

- Provide administration of the construction contract.
- Provide construction observation and administration.
- Participate in weekly construction progress meetings during construction.
- Provide regular reports on quality inspection to ensure that the work meets specifications.
- Review and approve all required submittals.
- Review and expedite all contractor requests for information and other similar documents.
- Provide interpretation of the meaning and intent of the plans and specifications as becomes necessary and expedite consultation and resolution with the contractor.
- Review all change requests and make recommendation on the appropriateness of the change as well as cost and schedule implications. Address all change requests in a timely manner.
- Prepare Change Order documents.
- Monitor progress of the work and recommend actions as may be necessary to keep the project on schedule and within budget.
- Review and certify all payment requests.
- Review all requests for contractor time extensions.
- Provide a punch list inspection. This may include a phased punch.
- Review all as-built drawings for accuracy for permanent retention by the District.
- Provide final record drawings, both in pdf and AutoCAD formats and placed on a CD or flash drive.
- Provide a one-year warranty inspection, punch list and re-inspection of corrective work.
- Provide additional close-out material including photos, approved submittal, and approved shop drawings on CD or flash drive. Provide approved samples.

- Provide all photo/video documentation including any professional photos taken during the course of the project for use by the District.

#### **Part 4 - Contract Requirements**

The Architect will be required to execute AIA Document B133, Standard Form Agreement between Owner and Architect, 2014 Edition as provided in Attachment B. 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 submittals received as a result of this request for submittals, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the District. The contents of the successful submittal will become the contractual obligation, if a contract ensues. Failure of the successful submitter to accept these obligations may result in cancellation of the award. The selected submitter will be required to assume responsibility for all services offered in their submittal whether or not produced by them. Further, the submitter 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 submitter shall keep fully informed of local ordinances, state and federal laws in any manner affecting the work herein specified. The submitter 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**

Submitter 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 submitter 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 submitter 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 submitter 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 B133 - 2014 Edition, the solicitation document, then the RFQ 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**

All individuals with whom a Contractor/Business contracts, or any employee, agent or subcontractor of a Contractor must undergo a preliminary background check with the District. Individuals who will have direct, unsupervised contact with students shall also be required to submit fingerprints and to undergo a state and nationwide fingerprinting and criminal history records check pursuant to ORS 326.603 and ORS 326.607. The Oregon Department of Education provides such fingerprinting services for Contractors. Individuals, or the Contractor, 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). Individuals contracting with the District will be required to fill out and submit a background check by logging on the following site: <https://www.4j.lane.edu/hr/icbackgroundprocess/> and follow the process.

#### **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**

- A. The District is tax exempt. All taxes shall be the responsibility of the Proposer.
- B. If Proposer intends to submit under IRS 179D, proposer shall provide notification of their intent at the time of fee negotiation with Owner.

#### **4.14 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**

Submittals are due at 12 noon, October 30, 2020 and shall be submitted electronically to [cip@4j.lane.edu](mailto:cip@4j.lane.edu). 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 submittals.

Questions or comments pertaining to this RFQ should be raised in written form by noon, October 19, 2020. Written questions should be sent to both [mcelhinney\\_d@4j.lane.edu](mailto:mcelhinney_d@4j.lane.edu). And [cip@4j.lane.edu](mailto:cip@4j.lane.edu).

Any changes or modifications to the RFQ will be issued by written Addenda will be posted on the District website at [www.4j.lane.edu/bids/](http://www.4j.lane.edu/bids/). **Proposers are responsible for addressing all**

**Addenda posted. All Addenda will be posted no less than five (5) days prior to RFQ due date.**

Proposers are not to submit hard copies of the proposal or deliver proposals in person due to the ongoing COVID-19 situation. Proposals shall be submitted electronically via email to [cip@4j.lane.edu](mailto:cip@4j.lane.edu) (limit email to a maximum of 10 MB). The submittal shall be organized in separate sections and labeled to match the requirements identified in Part 5. All materials shall be in 8 ½" x 11" format. Submittals should be limited to 5 sheets of paper (10 faces) with font size 11 point or above. Resumes, Proposal Certification Statement Form and cover letter are not included in this limit. Elaborate artwork is not necessary. Firm brochures may be submitted in addition but will not be included in the scoring of the proposal.

***Submittals should include details of the architectural firm only. However, submittals should include a list of possible services for which outside consultants would be used (e.g., mechanical, structural, civil engineering) and should list the firm and staff names proposed to complete those portions of the design. While other consultants will be a part of the final design team, the District expects to be involved in the final selection of all consultants. The District reserves the right to approve or reject members of the proposed team and to request a substitution if deemed to be in the best interest of the District.***

***The selected Architect will be required to submit their Sub-consultant team proposal seven days following Notice of Award.***

The format of the submittal should follow the following outline.

**5.1 Cover Letter**

Include a description of your firm. If a joint venture or a prime/sub-consultant relationship of two or more architecture firms is proposed, list the estimated percentage of the basic fee and work that will be allocated to each firm.

**5.2 Staffing:**

Provide a project organization chart for the architectural firm showing the proposed staff/team for the project including Principal-in-Charge, project manager, and all professional staff assigned to provide programming, design, construction documents, and construction administration.

Provide a graphical representation of each staff's available time and the percent of time expected by each staff during design and construction administration.

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, experience with CM/GC contracting methodology and prior experience, if any with K-12 educational facilities. Projects listed in the individual's resume should indicate the role that person had on the listed project.

By listing the individuals in the submittal, 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 designing comparable educational facilities within the past 10 years. In particular, include examples of work with neighborhood schools. Include; completion date, name of owner, contact person/phone number, location of project, description of project including building size, original owner budget

and final construction contract amount, project delivery method (e.g. design-bid-build, CM/GC) design and construction durations.

#### **5.4 References:**

The District will contact references from the projects listed in 5.3 above. If there are fewer than three comparable projects listed above, provide additional references in order to provide a minimum of five references in order that the District can select a minimum of three references to contact. (If five or more references are listed above, leave this section blank).

#### **5.5 Overall Project Approach:**

Submittals should describe the firm's project approach to this type of project. Describe how you will engage District staff and community stakeholders in the design and decision making process. How you will assure that the project is designed within the District's budget, schedule and the protocols you will use for communicating with District personnel.

The District does not intend to pursue LEED certification for this project. However, the District does want this project to examine all options that increase efficiency and reduce ongoing operational, maintenance and replacement costs. As part of your project approach provide information regarding your firm's approach to energy conservation, renewable resources, sustainability and cost-benefit analysis of alternatives as they relate to school facilities.

#### **5.6 Local Service:**

Describe how you will ensure that your team is accessible to District staff for meetings, on-site tours or other activities – both planned and short-notice unplanned.

#### **5.7 Submittal Certification Statement:**

A submittal Certification and Contract Offer Form is included as the final page of this RFQ. **This form must be completed and included in your submittal.**

All costs of the submittal process, interview (if scheduled) contract negotiation and related expenses are solely the responsibility of the Proposer. The District reserves the right to reject any submittal that is non-responsive to the requirements of this solicitation. Any change to the submittal 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 submittals that are in the best interest of the District.

The District reserves the right:

- A. to reject any or all submittals not in compliance with all public procedures and requirements
- B. to reject any submittal(s) not meeting the specifications set forth herein
- C. to waive any or all irregularities in submittals 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 submittals and cancel the RFQ, including after Notice of Intent, prior to contract issuance
- G. to award any or all parts of any submittal
- 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 submittal shall be irrevocable for a period of ninety (90) days from the Submittal 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 Submittal.

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 that 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 submittals received in response to this RFQ will be reviewed and ranked by a selection committee in accordance with the criteria listed below. Once the submittals are reviewed, the District may schedule interviews with the top-ranked firms, or negotiate directly with the top-ranked firm. Interviews, if required will most likely be held via internet based video conferencing (Zoom or similar). Interview participants will be limited to key individuals as identified by the District after review of the proposal. References for firms will be checked. The results of the submittal ratings, reference checks and interviews will be compiled to determine submittal rankings. The submittal rankings will then be submitted to the District Superintendent or designee for a final determination.

The top-ranked firm will be issued a Notice of Intent to Award. Seven days following receipt of the Notice, the selected Architect will be required to submit detailed information on their proposed team of sub-consultants. This information will be used as the basis for the District's collaborative participation regarding the selection of sub-consultants.

Once the sub-consultant selection has been completed, 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 SUBMITTALS/ INTERVIEWS

Submittal Criteria	Item	Points
Letter_____	5.1_____	0 (Pass/Fail)
Qualifications of proposed staffing_____	5.2_____	25
Recent Educational Facility Experience_____	5.3_____	20
References_____	5.4_____	10
Overall Project Approach_____	5.5_____	35
Local Service_____	5.6_____	10
		==
<b>Total for Submittal</b> _____		<b>100</b>
 Interviews (If needed)_____		 50

### Selection Process Schedule

Publish RFQ _____	October 09, 2020
Last Date for Questions Submitted_____	October 19, 2020
Last Date for Addenda_____	October 23, 2020
Submittals Due (12:00 noon)_____	October 30, 2020
Notification of Interviews_____	November 4, 2020
Interviews_____	November 12, 2020
Notice of Award_____	November 13, 2020
Sub-consultant Team Proposal Due_____	November 20, 2020

## Part 7 – Miscellaneous Provisions

### 7.1 Comments and Appeals:

Comments and requests for modifications concerning the specifications and requirements of the RFQ must be received in writing, delivered by email or mail by noon October 19, 2020. 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:

Submittals may be withdrawn and/or modified any time until the due date and time. After that time, Proposers may neither withdraw nor submit. 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 submittals not in compliance with public procedures.
- (2) to postpone award of the contract for a period not to exceed ninety (90) days from date of submittal opening.
- (3) to waive informalities in the submittal.
- (4) to select the submittal 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 RFQ, 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 submittal 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 in response to this RFQ, 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 RFQ. 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 RFQ shall be submitted in writing to the attention of Diana McElhinney. No oral questions will be accepted.

A. Questions shall be submitted via e-mail ([mcelhinney\\_d@4j.lane.edu](mailto:mcelhinney_d@4j.lane.edu) and [cip@4j.lane.edu](mailto:cip@4j.lane.edu)) or mailed to the attention of Diana McElhinney at Lane County School District 4J, Facilities Management, 715 W 4th Avenue, Eugene, Oregon 97402.

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



### **7.11 Right to Retain Submittals**

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

### **7.12 Public Records**

This RFQ and one copy of each submittal 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 submittal 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: \_\_\_\_\_

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**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 submittal, has a business address in this state and has stated in this submittal 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: \_\_\_\_\_