



**REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR
ARCHITECTURAL SERVICES FOR NEW ELEMENTARY SCHOOL
REQUEST NO: RFQ No. 2009-013**

PROJECT DESCRIPTION:

The St Vrain Valley School District Operations and Maintenance Department seeks to identify qualified architectural firms since the passing of the 2008 Bond Program. In particular, the District seeks architectural firms with experience in the design and construction of a new elementary school that will house 600 students. The construction budget identified in the proposed 2008 Bond is \$13,000,000.00. The 2008 Bond Proposal went to voters in November of 2008. A generalized list of projects including Bond information is identified on the District's web page www.stvrain.k12.co.us. Point your browser to the "Information Concerning Mill-Levy Override and Bond Question" found on the page.

The architectural teams will provide architectural and engineering services required for design and construction of the proposed new elementary school. The proposed teams must demonstrate expertise in sound contract administration techniques under different delivery methods, the application of an Integrated Design Process, and the application of educational and technical specifications. Additionally, the teams selected will partner with the St. Vrain Community to build high performing, LEED-focused energy efficient schools that best support the educational environment of St. Vrain students.

The St. Vrain Valley School District ("District") is requesting that any qualified Architectural firms interested in the project submit a "Statement of Qualifications" on or before, but not later than 2:00 P.M., MST, June 19, 2009. Six (6) copies of the statement shall be submitted. Statements of Qualifications must be sealed, with the label "Statement of Qualification for Architectural Services, RFQ No. 2009-013" prominently displayed on the outer wrapper.

All responses should be addressed to the Purchasing Department, Attn: Marsha Peterson, Purchasing Manager, 2929 Clover Basin Drive, Longmont, CO 80503.

A. GENERAL REQUIREMENTS

The Firm(s) and its Principal(s) in charge of the PROJECT must:

1. Have demonstrated experience in providing the type of assistance requested in this Statement of Qualification.
2. Complete and submit the Certification for Consultant form attached hereto as Attachment "A" and incorporated by this reference. Failure to complete this form will result in automatic disqualification of the submission.
3. Agree to allow duly authorized agents of the District access to any books, documents, papers or records which are directly pertinent to the Project for the purposes of making audit examinations, excerpts, and purposes of transcriptions and to maintain all required records for three years after the District's final payment and all other pending matters are closed.
4. Meet all indemnification and insurance requirements as set forth in Attachment "B". It is to be noted that the District may change these requirements in the final terms of the contract. Proof of the required insurance should be submitted with the Statement in the form of an insurance certificate or other document indicating that the firm's current insurance policies will comply with the District's requirements.
5. Agree to comply with the applicable provisions of the assurances set forth in Attachment "C" attached hereto and incorporated by this reference.
6. Complete and submit the Prospective Contactor's Certificate Regarding Employing or Contracting with an Illegal Alien form, attached hereto as Attachment "D" and incorporated by this reference.

B. SUBMISSION REQUIREMENTS

Individuals or firms responding to this request for statements of qualification are requested to number pages and provide a Table of Contents. A total of six (6) copies – 1 Original (clearly marked as ORIGINAL) and 5 copies - must be submitted in a sealed envelope labeled, "Statement of Qualification for Architectural Services– New Elementary School, RFQ No. 2009-013".

Responses are due on or before 2:00 P.M., MST, June 19, 2009

Submit to:

Marsha K. Peterson, Purchasing Manager
St. Vrain Valley School District.
2929 Clover Basin Drive
Longmont, CO 80503

Written statements of qualification should be brief, but may be accompanied by preprinted brochures. Statements shall include at least the following items in sequential order, each under a separate tab.:

1. Letter of Interest, including your firm's address, telephone number, FAX number, and email address of the person signing the letter.

2. Statement outlining the Firm's qualifications to design, engineer and manage the construction of the project, including:
 - a. Number of Years in business under existing name;
 - b. Identify location and total number of employees in the Colorado Front Range area, as well as any other Colorado locations.
3. List of K-12 projects completed by the Firm over the last five (5) years. Identify the following parameters:
 - a. Include the name of the school and whether it was a remodel, addition, or new (ground-up) project.
 - b. Include special awards or certifications the building may have received. (i.e. LEED, Energy Star, Green Globes, etc)
 - c. Identify any special energy performance and/or daylighting features of the building.
 - d. Include capacity, size, year built and construction dollar value.
 - e. Identify the contracting method for the construction portion of the work.
 - f. Identify the owner and contractor of each project and their contact information.
4. Staffing plan indicating the proposed project manager and key personnel who will be committed to the project. Include resumes of your key personnel and, at a minimum, a list of potential Consultants. If you wish to include resumes of key personnel for a Consultant, you may do so. The District looks to the Firm to propose what disciplines will be required to do the work. Identify staff that is LEED AP. Include an organizational chart for your team.
5. Briefly (800 words or less) describe how your team would approach the design and construction of St. Vrain's proposed new elementary school. Describe the composite of the project team and your role as a key member of that team. Include a proposed design schedule for the project. Include how your firm manages quality, cost and time of a construction project under Construction Administration.
6. Identify your current and future work load, and percentage of availability of all key project members.
7. References from clients of K-12 projects.
8. Identify any legal action(s) that your Firm is or has been involved in over the last five (5) years.
9. Standard Form 330 designed to show up to 10 recent jobs. Which can be work other than K-12 work.
10. Other pertinent data deemed necessary for the District's evaluation.
11. Submit Schedules A, B, C, and D.

C. SERVICES

The duties of the Architect will be specifically set forth in the contract for such services but will, at a minimum, include the services as described in the Project Description Section on Page 1.

D. RIGHTS RESERVED

1. The District reserves the right to accept, reject, workshop, or readvertise, any or all submissions, or any part thereof, and to award any contract resulting from this Request for Statements of Qualification as it deems to be in the best interest of the District.
2. The District shall reserve the right to waive and determine the nature of minor irregularities. A minor irregularity is a variation from the Request for Statements of Qualification, terms and conditions which does not constitute failure to comply with requirements set forth in this request. A firm may not modify its statement after submission.

E. PUBLIC RECORDS

1. Once opened by the District, a response to this Request for Statements of Qualification is a public record under Colorado Revised Statutes.
2. Any firm awarded a contract under this Request for Statements of Qualification will be required to allow public access to all documents, papers, letters or other material subject to the provisions of Colorado Revised Statutes, and made or received by the Architect in conjunction with such contract.

F. SELECTION PROCESS

An Evaluation Committee will evaluate all written submissions received and will establish a short list of the top ranked firms. The staff selection committee may request brief presentations from those firms in order to complete their rankings.

The following criteria, not necessarily listed in order of importance, will be used to evaluate the submissions. These criteria are general in nature and may be used to develop a more detailed evaluation work sheet.

FIRM QUALIFICATIONS

- Specific experience on similar projects (especially those completed in Colorado).
- Office size and years in business under current name.
- Familiarity with permitting agencies & procedures.
- Experience of the firm with previous K-12 projects (project should be clearly identified and described).
- Experience of the firm in Sustainable Design including previous LEED, Green Globe, Energy Star etc. for K-12 projects.
- Experience of the firm in using renewable energy sources and sustainable products in K-12 projects.
- Recent, current and projected workloads of the firm.
- Submit proposed design-completion schedule for project of this size and scope.

STAFFING PLAN

- Does the expertise meet project requirements.
- Specific experience on similar projects.

- Specific experience on K-12 projects.
- Availability date to begin Project.
- Number of professional personnel proposed for the project.
- Dependence on outside consultants to accomplish the project.

PROJECT CONTROL EXPERIENCE

- Schedule control.
- Cost control.
- Quality control.

PROJECT UNDERSTANDING

- General proposed approach to the project.
- Ability to meet time and budget requirements of the District.

LOCAL AREA FIRM

- Location of firm and staff who will be accessible to the District during the project.

The Evaluation Committee will present their findings and recommendations to the Board of Education.

The District reserves the right to accept or reject any or all submissions, to waive irregularities and technicalities, request resubmissions, and enter into negotiations with submitters as warranted. The District reserves the right to award a contract to the firm whose submission is most advantageous to and in the best interest of the District. The District shall be the sole judge of which submission is in the best interest of the District.

H. QUESTIONS

Respondents may not contact any District officials or staff other than the Purchasing Manager prior to the selection of the most highly ranked architectural firm(s). All questions must be received by 2:00 pm, MST, June 5, 2009. All questions **must** be directed via email to:

Marsha Peterson, Purchasing Manager
2929 Clover Basin Drive
Longmont, CO 80503
303-682-7309
peterson_marsha@stvrain.k12.co.us
(peterson underscore marsha, no spaces)

After the deadline for questions, the District will be sending a copy of the "Response to Questions" (and Addenda, if any is required) to all firms known to the District as having shown an interest in this RFQ. Respondents are responsible for checking the District's Website prior to submission of a response to make sure that they are fully aware of all "Response to Questions" and Addenda which may be issued. The following link will take you directly to the Purchasing Home Page: <http://www.stvrain.k12.co.us/departments/purchasing>. Click on the "Current solicitations" link to view current documents.

I. COST LIABILITY

The Respondent shall bear all costs associated with submitting their response to this RFQ, including, but not limited to, preparation, site visitation or any travel connected with submittal of their response.

J. PROTESTED SOLICITATIONS AND AWARDS

Any actual or prospective Respondent who is aggrieved in connection with either the solicitation or award of a contract may protest in writing to the Purchasing Manager. The protest shall be submitted in writing within three (3) calendar days after such aggrieved person knows, or reasonably should have known, of the facts giving rise thereto, but in no case later than three (3) days after the Evaluation Committee makes their recommendation(s).

SCHEDULE "A"

CERTIFICATE OF CONSULTANT

I hereby certify that I am _____,
and a duly authorized representative of the firm _____,
whose address is _____,
and that neither I nor the above firm I here represent has:

- a. Employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above contractor) to solicit or secure this contract.
- b. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c. Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above contractor) any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the contract.

Except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the District, and is subject to applicable Local, State and Federal laws, both criminal and civil.

Date

Consultant (*Signature*)

Name (*Typed or printed*)

ATTACHMENT “B” **INSURANCE REQUIREMENTS**

SPECIAL ATTENTION IS CALLED TO THIS SECTION

FIRMS ARE ENCOURAGED TO REVIEW THIS SECTION WITH THEIR INSURANCE AGENT(S) TO ENSURE COMPLIANCE WITH THE SPECIFICATIONS

Respondent agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as District’s review or acceptance of insurance maintained by Respondent is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Respondent under any resulting contract.

Commercial General Liability: Respondent agrees to maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence **\$1,000,000** Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Worker’s Compensation Insurance & Employers Liability: Respondent agrees to maintain Worker’s Compensation Insurance & Employers Liability as required by the State of Colorado for full coverage of all persons employed on the project. Employer's liability coverage per accident shall be **\$500,000.00**.

Professional Liability: Respondent agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$1,000,000** Per Claim, **\$1,000,000** Annual Aggregate, or a **\$1,000,000** Combined Single Limit. When a self-insured retention (SIR) or deductible exceeds **\$25,000**, the District reserves the right, but not the obligation, to review and request a copy of the Respondent’s most recent annual report or audited financial statement. For policies written on a “ Claims-Made” basis, Respondent agrees to maintain a Retroactive Date prior to or equal to the effective date of any resulting contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of any resulting contract, Respondent agrees to purchase a SERP with a minimum reporting period not less than **two (2)** years. The requirement to purchase a SERP shall not relieve Respondent of the obligation to provide replacement coverage.

Additional Insured: Respondent agrees to endorse the District as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization endorsement or CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization or similar endorsements, to the Commercial General Liability. The Additional Insured shall read “St. Vrain Valley School District RE-1J.”

ATTACHMENT "B" cont.

Waiver of Subrogation: Respondent agrees by entering into any resulting contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Respondent to enter into a pre-loss agreement to waive subrogation without an endorsement, then Respondent agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Respondent enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance: Respondent agrees to provide District a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

The Certificate Holder address shall read:

St. Vrain Valley School District RE-1J
Attn: Purchasing Manager
2929 Clover Basin Drive
Longmont, CO 80503

Umbrella or Excess Liability: Respondent may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Respondent agrees to endorse District as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject: District reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, District reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

Acknowledgement:

Consultant's Signature

Firm's Name

SCHEDULE "C"

NON-COLLUSION AFFIDAVIT

This affidavit is to be filled in, executed and notarized by the Consultant. If the submittal is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the response.

STATE OF _____)
)ss
COUNTY OF _____)

being first duly sworn, deposes and says that

(Type or Print Name of Person Who Is Signing Below)

(Type or Print Name of Person Who Is Signing Below) (if more than one person)

the only person(s) interested in the delivery of the commodities/services bid upon under this request for qualifications. Said submittal is made without any connection or common interest in the profits with any other persons making proposal for the said commodities/services. Said submittal is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the St. Vrain Valley School District is directly or indirectly interested therein. If any relatives are employed by the District indicate names and relationship below.

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Company Name: _____

Authorized Signature: _____

subscribed and sworn to before me this _____ day of _____, 20____

Notary Public

(Print, Type or Stamp name of Notary Public)

Personally known____or Produced I.D.____

Type and number of I.D. Produced:

____Did take an oath, or ____Did not take an oath

ATTACHMENT "D"
ST. VRAIN VALLEY SCHOOL DISTRICT
IMMIGRANT WORKER REGULATION

1. **UNLAWFUL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS.** Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with an illegal alien to perform work under this Contract or (b) fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this contract.
2. **VERIFICATION REGARDING ILLEGAL ALIENS.** Contractor has verified or attempted to verify through participation in the basic pilot program of the State of Colorado that Contractor does not employ any illegal aliens or Contractor verifies that Contractor has not been accepted into the basic pilot program prior to entering into this Contract. Contractor further verifies that if Contractor has not been accepted into the basic pilot program of the State of Colorado, Contractor will apply to participate in the basic pilot program of the State of Colorado every three months until Contractor is accepted or this Contract is completed, whichever is earlier. If the Basic Pilot Program is discontinued, this provision shall not be required or be effective.
3. **LIMITATION REGARDING BASIC PILOT PROGRAM.** Contractor shall not use Basic Pilot Program procedures to undertake pre-employment screening of job applicants while performing this Contract.
4. **DUTY TO TERMINATE A SUBCONTRACT; EXCEPTIONS.** If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall:
 - 4.1 Notify the subcontractor and the District within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and,
 - 4.2 Terminate the subcontract with the subcontractor if, within three days of receiving notice that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien. The contractor shall not terminate the contract with the subcontractor if during the three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
5. **DUTY TO COMPLY WITH STATE INVESTIGATION.** Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to Section 8-17.5-102(5), C.R.S.

6. **DAMAGES FOR BREACH OF CONTRACT.** In addition to any other legal or equitable remedy, the District may be entitled to for a breach of this Contract, if the District terminates this Contract, in whole or in part, due to Contractor's breach of the obligations set forth above, Contractor shall be liable for actual and consequential damages to the District.

ATTACHMENT "D"
ST. VRAIN VALLEY SCHOOL DISTRICT
IMMIGRANT WORKER REGULATION

**PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING
EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN**

FROM: _____
(Prospective Contractor)

TO: St. Vrain Valley School District
395 S. Pratt Parkway
Longmont, CO 80501

Project Name: _____

RFQ Number: _____

As a prospective contractor for the above-identified RFQ, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien and that I (we) have participated in or attempted to participate in the basic pilot program of the State of Colorado in order to verify that I (we) do not employ any illegal aliens.

Signed on _____, 20__

Prospective Contractor _____

By: _____

Its: _____
Title

ATTEST: (Corporate Seal)