

Prelude Preparatory Charter School



Notice of Request for Qualifications (RFQ ID: 02102021)

February 10, 2021

Purpose of Request for Qualifications

Services are required for school architecture including master planning, building renovation, and expansion.

Closing Date & Time:

February 26, 2021; 11:59PM

Contact Information:

Lauren Lewis

Email: Lauren.Lewis@preludeprep.org

Tel: 210-885-0129

Request Issued By:

Prelude Preparatory Charter School

Contract Period

Not Applicable. Submittals will be evaluated after receipt.

Date: 2/10/21

Architecture RFQ SPECIFIC TERMS, CONDITIONS AND INSTRUCTIONS

1. **SCOPE OF PROJECT:** Prelude Preparatory Charter School, a Texas open-enrollment charter, school issues this RFQ for architecture services.
2. **TYPE AND TERM OF CONTRACT:** This is a request for qualifications under which Prelude Preparatory Charter School may create and maintain a pool of qualified consultants. There is no contract term for this offering.
3. **SCOPE OF SERVICES REQUIRED:** Services are required for school architecture including master planning, building renovation, and expansion.
4. **PROPOSAL EVALUATION:** Statements of qualifications shall be opened and reviewed upon receipt. The qualifications package shall demonstrate the respondent's ability to deliver the architecture services on the basis of demonstrated competence and qualifications. This RFQ is step one in a two-step process and is a qualification-based selection process in accordance with the Professional Services Procurement Act. Step two will include a process conducted by Prelude Preparatory Charter School in order to create a rank-ordering of firms to identify the most highly competent and qualified respondent. Cost or price-related factors will not be included in steps one or two. Upon approval of the ranking, the School may begin negotiating with a respondent in order to reach a contractual agreement for the required services.

5. **RFQ INQUIRIES:** Inquiries pertaining to this RFQ should be identified by the RFQ ID# and should be submitted to the contact person identified above by email. Inquiries by telephone will not be accepted.
6. **RESPONSE SUBMISSION:** Submittals may be mailed **or** emailed. Mail responses should include one (1) copy of the RFQ response in a sealed envelope containing your response that is plainly marked ARCHITECTURE SERVICES RFQ- OPEN UPON RECEIPT. Email subject lines should indicate ARCHITECTURE SERVICES RFQ- OPEN UPON RECEIPT. Late submittals will not be accepted.

Mail To:
Prelude Preparatory Charter School
c/o Lauren Lewis
4122 Muir Wood Drive
San Antonio, TX 78257

Email To:
Lauren.Lewis@preludeprep.org

FORMAT AND ORGANIZATION OF MATERIALS

Please address the following in your statement of qualifications. Responses shall contain the following information and be submitted in the order shown below.

1) FIRM BACKGROUND AND STAFF (1 Page Maximum)

- a) Year present firm established:
- b) Name of parent company, if any:
- c) Address:
- d) List principals of firm:
- e) Former company name(s), if any, and year(s) established:
- f) Number of employees in firm locally:
- g) Total of employees in firm (all office locations):
- h) Who will be your designated representative assigned to the School?
- I) Who is the senior member of the firm assigned to the School?

2) PERSONAL QUALIFICATIONS (4 Page Maximum)

List the names and qualifications of consultant's personnel proposed for the Qualification Statement. Include the education, experience, capabilities, and accomplishments of the key team members who would be assigned to a project. Include brief resumes (1 page or less) of these individuals as well as, any licenses or certifications that they currently hold.

3) CURRENT CLIENTS/CURRENT PROJECTS

- a) List the total number of projects in progress throughout the state including renovations and additions:

	Project Type	New Construction	Renovation/Addition	% Complete
A.	Elementary Schools			
B.	Middle Schools			
C.	9 th or 9 th 10 th Schools			
D.	High Schools			
E.	Administrative/support Facilities			
F.	Athletic facilities/gyms/field houses			
G.	Auditoriums			

H.	Specialized educational facilities			
I.	Charter School facilities			

b) List projects of any type currently in progress with a brief description.

4) COMPLETED PROJECTS/EXPERIENCE PROFILE (3 Page Maximum)

a) List the total number of completed projects for the last five years, including renovations and additions:

	Project Type	New Construction	Renovation/Addition	Comp. Date
A.	Elementary Schools			
B.	Middle Schools			
C.	9 th or 9 th 10 th Schools			
D.	High Schools			
E.	Administrative/support Facilities			
F.	Athletic facilities/gyms/field houses			
G.	Auditoriums			
H.	Specialized educational facilities			
I.	Charter School facilities			
J.	Other			

b) State number of firm's school projects and school construction dollars for each of the following years:

2017 _____ \$ _____ 2018 _____ \$ _____
 2019 _____ \$ _____ 2020 _____ \$ _____

c) Please list five completed education-related projects that would be representative of your firm's work and services provided within the last three years.

5) PROFESSIONAL SERVICES (BASIC SERVICES) PROVIDED BY FIRM (2 Page Maximum)

a) Summarize services provided to the owner as part of the basic services. Please indicate services offered from listing found above in this RFQ:

b) Other advantages offered by the firm or unique qualifications that would be of benefit to the School:

6) TECHNOLOGY/ELECTRONIC DATE The School requires service providers to grant to the School a license to reproduce any and all documents, including drawings, specifications, CAD drawings, etc., for purposes of use and maintenance of the building, future alterations to the building, or future additions to the building by other consultants, assuming the author of such works would not be liable for derivative works.

Will you comply with this request? _____ Yes _____ No

7) APPLICATION SIGNATURE

Until a contract resulting from this process is executed, no employee, agent or representative of any professional services provider shall make available or discuss its proposal with the media in any form, electronic or printed, any appointed official or officer of the School, or any employee, agent or other representative of the School, unless specifically allowed to do so, in writing, by the School.

The information contained herein is true and accurate to the best of my knowledge. The signature below certifies that this Qualification Statement has been completed with no consultation, collaboration or conversation with other firms competing on the same project.

NAME (Please print or type)

TITLE

DATE

SIGNATURE

TERMS AND CONDITIONS

1. **RFQ SUBMISSION:** RFQ Response must be submitted with the requested information and must reach Prelude Preparatory Charter School Business Office at 4122 Muir Wood Drive, San Antonio, TX 78257 or emailed to Lauren.Lewis@PreludePrep on or before the hour on the date specified. Late submittals will not be accepted.
2. **INTERNET DOWNLOADS:** Vendors who have not obtained this solicitation document directly from the School, or who may have downloaded the document from the School website, shall be responsible for immediately notifying the School of their interest in order to receive all written addenda on a timely basis. Vendors who do not so notify the School and submit an RFQ Response without receipt of all addenda issued may be deemed to have submitted an RFQ Response not responsive to this Notice of Request for Qualifications.
3. **REJECTION/AWARD:** Prelude Preparatory Charter School reserves the right to reject any and/or all submittals, to award contracts as may appear advantageous to Prelude Preparatory Charter School and to waive all formalities in the procurement process. Written notice of award mailed or otherwise furnished to the successful respondent results in a binding contract without further action by either party.
4. **DURATION OF SUBMISSION:** Offers must remain open for acceptance for a period of fourteen (14) days subsequent to the opening of RFQ Responses.
5. **SUPPLEMENTAL INFORMATION:** All supplemental information required by the RFQ documents must be included with the response. Failure to provide complete and accurate information may disqualify vendor from consideration.
6. **PROPOSAL ERRORS:** RFQ Responses will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of RFQ Response is allowed based on proof of mechanical error; however, vendor may be removed from approved vendor list.
7. **USE OF BRAND NAMES:** The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade and/or brand name must be indicated for each article and when omitted, the School will consider bid to be as specified. Illustrations and complete description must be included with the RFQ Response if responding other than as specified.
8. **UNDUE INFLUENCE:** In order to ensure the integrity of the selection process, vendor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the vendor's response, directly or indirectly, through any contact with school board members or other school officials from the date this solicitation is released until the award of a contract by Prelude Preparatory Charter School Board of Directors.
9. **PAYMENT TERMS:** Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by Prelude Preparatory Charter School, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.
10. **CONTRACTUAL RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between Prelude Preparatory Charter School and the Contractor or between the School and the Contractor's employees. The School shall not be subject to any obligation or liabilities if the Contractor or his employees incurred in the performance of the contract unless otherwise herein authorized. Neither the Contractor nor its employees shall be entitled to any of the benefits established for school employees, nor be covered by Prelude Preparatory Charter School's Workers' Compensation Program.
11. **GOVERNMENTAL IMMUNITY:** The Parties are aware that there are constitutional and statutory limitations on the authority of Prelude Preparatory Charter School (a quasi public entity) to enter into certain types of contracts, including, but not limited to, any terms and conditions relating to liens on Prelude Preparatory Charter School property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on [Prelude Preparatory Charter School] except to the extent authorized by the laws and Constitution of the State of Texas. Notwithstanding anything to the contrary in this agreement, the Contractor acknowledges, stipulates and agrees that nothing in this agreement shall be construed as a waiver of any statutory or governmental immunity from suit and liability available to [Prelude Preparatory Charter School] under applicable law.
12. **INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless Prelude Preparatory Charter School, its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind of any acts or omission of Contractor, its officers, agents or employees, in performance of contract, so long as the sole negligence of the School is not the cause of the loss, claim, damage expense or cost.
13. **GRATUITIES:** Prelude Preparatory Charter School may, by written notice to the Contractor, cancel any agreement without liability to Prelude Preparatory Charter School if it is determined by Prelude Preparatory Charter School that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Prelude Preparatory Charter School with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event this contract is cancelled by the School pursuant to this provision, Prelude Preparatory Charter School shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
14. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by the Contractor without the written permission of the School. Any attempt assignment or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
15. **WAIVER:** No claim or right arising out of a breach of any contract can be discharged in whole or in part a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
16. **MODIFICATIONS:** The contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.
17. **INTERPRETATION OF EVIDENCE:** No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in a contract. Acceptance or acquiescence in a course of performance rendered under a contract shall not be relevant to determine the meaning of the

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contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the contract, the definition contained in the Code is to control.

18. **APPLICABLE LAW:** This contract shall be governed by the policies of the Prelude Preparatory Charter School Board of Directors, laws of the State of Texas and the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract. Prelude Preparatory Charter School Board Policies can be accessed by contacting Prelude Preparatory Charter School.
19. **ADVERTISING:** Contractor shall not advertise or publish, without Prelude Preparatory Charter School prior consent, the fact that Prelude Preparatory Charter School has entered into any contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.
20. **LEGAL VENUE:** Both parties agree that venue for any litigation arising from the contract shall lie in Bexar County, Texas.
21. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination, UNLOADED, unless delivery terms are specified otherwise in proposal. All deliveries, unless specified otherwise in the contract or order document, will be made to the campus or department specified, between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, except on school holidays. The delivery shall be made and articles shall be placed inside the school building or the School facility in the room or rooms designated, at no additional charge. The title and risk of loss of the goods shall not pass to the School until the School actually receives, accepts, and takes possession of the goods at the point or points of delivery. The place of delivery shall be that set forth in any subsequent duly authorized purchase orders.
22. **SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by the vendor for the purpose of providing services, such special tooling equipment and any process sheets related thereto shall become the property of the School and to the extent feasible shall be identified by the vendor as such.
23. **WARRANTY-PRICE:** The price to be paid by the School shall be that contained in the successful respondent's RFQ response which the successful respondent warrants to be no higher than the successful respondent's current prices on orders by others for services and/or products of the kind and specification covered by this RFQ for similar quantities under similar or like conditions and methods of purchase. In the event the successful respondent breaches this warranty, the prices shall be reduced to the successful respondent's current prices on orders by others, or in the alternative, the School may cancel the contract between the successful respondent and the School without liability to the School for breach at the successful respondent's actual expense. The vendor warrants that no person or selling agency has been employed or retained to solicit or secure a contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, the School shall have the right in addition to any other right or rights to cancel the contract between the successful respondent and the School without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
24. **WARRANTY-SAFETY:** Vendor warrants that products sold to the School shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the School may return the product for correction or replacement at the successful respondent's expense. In the event the successful respondent fails to make the appropriate correction within reasonable time, correction made by the School will be at the successful respondent's expense. Additionally, no asbestos in any form may be used in the manufacture or processing of any product purchased by the School. If any product called for by name in this specification should contain any asbestos material, the successful respondent must notify the School Purchasing Office immediately for the name of a suitable substitute asbestos-free product.
25. **FUND AVAILABILITY:** Any contract resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Prelude Preparatory Charter School Board of Directors or otherwise not made available to Prelude Preparatory Charter School.
26. **RIGHT TO ADDITIONAL COMPETITION:** The School occasionally solicits qualifications or bids for services, and expressly reserves the right to enter into one or more service agreements for any goods or services described in this RFQ if deemed in the best interest of the School.
27. **TERMINATION:** Prelude Preparatory Charter School reserves the right to terminate all or any part of the undelivered portion of any order resulting from this RFQ solicitation with thirty (30) days written notice; upon default by the vendor, for delay or nonperformance by the vendor or, if it is deemed in the best interest of Prelude Preparatory Charter School, for convenience.
28. **RECORD KEEPING:** The School, the United States Department of Education, the Comptroller General of the United States, or any other duly authorized representatives must have access to any books, documents, papers, and records of the successful respondent that are directly pertinent to a federal program for the purpose of making audits, examinations, excerpts, and transcriptions.
29. **DEBARMENT AND SUSPENSION:** Neither the vendor nor any of its officers, directors, owners, members, employees or agents is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O. 12549 and E.O. 12689—Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.
30. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** The vendor acknowledges and agrees that any intellectual property, processes, procedures or product developed in furtherance of a contract between the successful respondent and the School belongs to the School as work-for-hire and all rights are reserved by the School and/or the federal government in accordance with applicable federal law.
31. **INELIGIBILITY FOR NONPAYMENT OF CHILD SUPPORT:** Pursuant to Texas Family Code § 231.006(d), regarding child support, the vendor certifies that the vendor is not ineligible to receive funds under a contract paid by state funds and acknowledges that any agreement between the successful respondent and the School may be terminated and payment may be withheld if this certification is inaccurate.