

INVITATION FOR REQUEST FOR QUALIFICATIONS

RFQ Number: 2024-101

Request for Qualifications for architectural and engineering planning and design services, and related professional services to be provided to the El Paso Academy, Inc. (“EPA”) will be received at the office of Sarahi Gross – Executive Director, El Paso Academy, Inc., 11000 Argal Ct., El Paso, Texas 79935, Phone:(915) 590-8589, via email at sgross@elpacademy.org, July 24, 2024 at 3:00 p.m.. Promptly thereafter, the RFQ Responses will be opened in the Executive Director’s Office.

Firms desiring qualification documents may obtain them on-line at the following website:
www.elpasoacademy.org/

EPA reserves the right to reject any and all responses and to waive all technicalities.

BOARD OF THE EL PASO ACADEMY, INC.

Request For Qualification

Architectural and Engineering Design Services

RFQ Number: 2024-101

Closing Date and Time: July 24, 2024 at 3:00 p.m.

Section 1: General Information

El Paso Academy, Inc. (“EPA”) is soliciting requests for qualifications (“RFQ”) for architectural and engineering planning and design services, and related professional services (hereinafter referred to as “A&E”) for the remodel and new construction of a charter school to be located at 1150 Vista Del Oro, El Paso Texas.

Section 2: Project Description

El Paso Academy is a public high school charter and the property was recently purchased for conversion into our expanded east El Paso Academy campus. The 15,000 sf existing building will be remodeled to provide a typical charter school program with classrooms, administrative offices, common area circulation, multi-purpose lunchroom, serving kitchen, and all typical ancillary spaces. Additionally, the facility will be expanded by constructing a contiguous 5,000 sq. ft. wing with additional classrooms, restrooms, common circulation, etc. The east side of the exterior parking area will be converted into a fenced recreational area with basketball court and other physical activity programs. The existing building is tilt wall construction and numerous windows will be installed into this exterior wall system. The exterior structure will receive numerous upgrades and the new ground up addition will closely match the remodeled exterior of the existing structure. The parking areas will be modified to provide code required landscaping and other improvements. All electrical, plumbing, and HVAC will be completely redesigned to reflect the new interior floor plan. All existing interior improvements will be demolished for this new revised interior plan.

Section 3: Proposal Submission Instructions

Contact Person: Sarahi Gross

Email: sgross@elpacademy.org

All inquiries, questions and communication of any type will be sent to the email shown above. Inquiries by telephone will not be accepted.

Key Dates:

- **Deadline for questions and clarifications:** July 19, 2024, by 5:00 PM
- **Statements of Qualifications (SOQs) Due Date:** July 24, 2024, by 3:00 PM

All proposals must be submitted via email to Sarahi Gross at sgross@elpacademy.org. The subject line should read “Proposal - RFQ 2024-101 Architectural and Engineering Design Services.”

Firms that intend to submit a SOQ must be insured, must be a licensed architect, and must maintain a full-service office within thirty (30) miles of the district.

The district reserves the right to waive any informalities or irregularities in received submittals. Further, the district reserves the right to reject any submittals and to negotiate contract terms with one or more respondent firms for one or more of the work items. The district retains the sole discretion to determine issue of compliance and to determine whether a respondent is responsive, responsible and qualified.

Section 4: Scope of Services

The services requested include but are not limited to:

1. **Pre-Design Services:** Site analysis, feasibility studies, interior space planning, and project programming.
2. **Design Services:** Schematic design, design development, preparation and coordination of construction documents including architectural and landscaping architectural, mechanical, electrical, civil and structural engineering.
3. **Permit Ready Plans:** Finalize plans for permitting and working with all needed entities to achieve the building permit ready for construction to commence.
4. **General Contractor Bidding:** Conduct all required public bidding and negotiation for the selection of a general contractor (and other third party service providers as required) and the final construction contract for a design/bid/build agreement.
5. **Exclusions:** No construction administration or interior design services (building component selections, finishes and color selections) will be required in this RFQ, it being understood these services, if required, will be negotiated by separate agreement between the Architect and EPA at a later date.

Section 5: Required Information

Proposals must include the following information:

1. **Experience and Qualifications:**
 - Describe your design team’s cumulative experience with similar projects.
 - Include the qualifications of key team members who will be working on this project.
2. **Technical and Financial Competence:**
 - Provide examples of past projects demonstrating your firm’s capability to complete this project with specific examples of how you maintained overall high quality while reducing costs for the project. As cost is a major factor in this project for EPA, describe the method for cost control you plan to implement and how this planned method was utilized in previous projects.

3. **References:**
 - Provide references for similar projects completed within the last ten years.
4. **Time Schedule:** Provide a detailed timetable for completion of each phase of the work required. Time is very much of the essence with this project.
5. **Technology/Electronic Data:** The district requires service providers to grant to the district 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

Section 6: Evaluation Criteria

Proposals will be evaluated based on the information you provide in Section 5 above. Evaluation will be made by EPA in its sole discretion without a “point system” or other numerical metric but rather by the subjective determination of which design team meets the best overall combination of services requested, without any consideration of pricing.

Section 7: Terms and Conditions

- **Right to Reject:** EPA reserves the right to reject any or all proposals and waive any minor technicalities at its sole discretion.
- **Confidential Information:** All submitted proposals are subject to the Public Information Act and may be viewed by any member of the public, including news agencies and competitors.
- **Non-Collusive Bidding Certificate:** Vendors must certify that the proposal has been independently arrived at without collusion.
- **Felony Conviction Notification:** Vendors must disclose any felony convictions.
- **Additional Terms & Conditions:** Please see Attachment “A,” fully incorporated herein.
- **Responses:** Responses must be submitted utilizing the attached qualification statement document as a guide/outline for submission. Attachment “B”

Non-Collusive Bidding Certificate

By submission of this proposal, the bidder certifies that:

- This proposal has been independently arrived at without collusion with any other bidder or competitor.
- This proposal has not been knowingly disclosed to any other bidder or competitor prior to the opening of proposals.

Criminal Notification

Vendors must notify EPA if any owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction. Vendor accepts full responsibility for adhering to any criminal history requirements under state law, including but not limited to Texas Education Code Section 22.0834. At no time shall firm or firm's employees, agents or subcontractors have unsupervised contact with students.

Section 8: RFQ Schedule

The following dates represent EPA's best estimate of the schedule that will be followed. EPA reserves the right to modify the schedule as required. All times are MST.

- **EPA issues RFQ:** July 10, 2024
- **Deadline for Submission of Requests for Clarification:** July 19, 2024, by 5:00 P.M.
- **Deadline for Submission of Statement of Qualifications (SOQs):** July 24, 2024, by 3:00 P.M. Any submission received after this date and time will not be accepted.
- **Notify Selected Team Estimated Date:** TBD
- **Present to Board for Approval:** TBD

ATTACHMENT A

TERMS AND CONDITIONS

1. **RFQ SUBMISSION:** RFQ Response must be submitted with the requested information and must be emailed to sgross@elpacademy.org 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 district, or who may have downloaded the document from the district website, shall be responsible for immediately notifying the district of their interest in order to receive all written addenda on a timely basis. Vendors who do not so notify the district 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:** El Paso Academy Charter School reserves the right to reject any and/or all submittals, to award contracts as may appear advantageous to El Paso Academy 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 district 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 El Paso Academy 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 El Paso Academy 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 El Paso Academy Charter School and the Contractor or between the School and the Contractor's employees. The district 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 El Paso Academy Charter School's Workers' Compensation Program.
11. **GOVERNMENTAL IMMUNITY:** The Parties are aware that there are constitutional and statutory limitations on the authority of El Paso Academy 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 El Paso Academy 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 [El Paso Academy 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 [El Paso Academy Charter School] under applicable law.
12. **INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless El Paso Academy 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:** El Paso Academy Charter School may, by written notice to the Contractor, cancel any agreement without liability to El Paso Academy Charter School if it is determined by El Paso Academy 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 El Paso Academy 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, El Paso Academy 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 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 El Paso Academy 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. The El Paso Academy Charter School Board Policies can be accessed by contacting El Paso Academy Charter School.
19. **ADVERTISING:** Contractor shall not advertise or publish, without El Paso Academy Charter School’s prior consent, the fact that El Paso Academy 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 El Paso 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. **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.
23. **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 El Paso Academy Charter School Board of Directors or otherwise not made available to El Paso Academy Charter School.
24. **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.
25. **TERMINATION:** El Paso Academy 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 El Paso Charter School, for convenience.
26. **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.
27. **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.
28. **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.

29. 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.

ATTACHMENT B

**REQUEST FOR ARCHITECTURAL AND ENGINEERING PLANNING AND DESIGN
SERVICES, AND RELATED PROFESSIONAL SERVICES**

OUTLINE/GUIDELINE DOCUMENT

1. GENERAL INFORMATION

Firm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person(s) — limited to two persons per firm

Contact No.:

Name: _____

Title: _____

Telephone: _____ Fax: _____

Internet/E-mail address: _____

Type of organization: _____

Sole proprietorship (individual)

Partnership

Professional corporation

Corporation

Joint venture

Limited liability company

2. QUALIFICATION STATEMENT

Attach a completed AIA Qualification Statements, if applicable to the Consultant. In the event that the submitting firm has multiple offices, submit one AIA Qualification Statement for the office nearest the District, and a separate an AIA Qualification Statement providing the information for the collective company. In the event that one or more firms are submitting via joint venture, each participating firm shall furnish an AIA Qualification Statement, and shall include an organization chart identifying the specific role of each member of each firm participating in every aspect of the project.

In a 200 word or less statement, please describe what makes your firm uniquely qualified to perform the Consultant Services, including any superior qualities:

3. FIRM BACKGROUND AND STAFF

Year present firm established: _____

Name of parent company, if any: _____

Address: _____

List principals of firm: _____

Former company name(s), if any, and year(s) established:

Name: _____ Year: _____

Name: _____ Year: _____

Name: _____ Year: _____

Who will be your designated project representative assigned to EPA?

Provide - attach resume of designated project representative proposed and any other key personnel and their responsibilities. Indicate the education and professional licensing of each person as it relates to the services requested

Who is the senior member of the firm to be assigned to EPA?

Provide — attach resume of proposed senior member.

Number of employees with firm (all office locations):

Architects, Engineers, Draftsmen, Administrators,
Interns, Others:

Number of employees with firm locally:

Architects, Engineers, Draftsmen, Administrators,
Interns, Others:

4. FINANCIAL INFORMATION

Firm will provide a Dunn and Bradstreet number to facilitate the EPA in locating the appropriate reports for review. In addition, firms may provide other financial documents which provide evidence of financial stability. Firms choosing to submit audited financial statements should provide audited financial statements including income statement, balance sheets and statements of changes for three (3) most recently completed fiscal years. If audited financial statements are not available, provide evidence of the level of third party review of the financial statements. Firms may also provide documenting

source(s) and levels of financing (e.g. a letter from financial institution describing a relationship with the Firm).

Dunn and Bradstreet number: _____

5. PROFESSIONAL SERVICES (DISCIPLINES) PROVIDED BY YOUR FIRM IN-HOUSE

Please check all services applicable to your firm:

Architectural Planning

Construction Administration Services

Electrical Engineering

Structural Engineering

Geotechnical Services

Acoustical Engineering Design

Mechanical Engineering

Civil Engineering

Master Planning

Interior Design

Roofing Consulting

TAS Inspection/Consulting Landscape Architecture

Building Conditions Assessment Cost Estimating

Information Technology Design Audio/Visual Design

Fixtures, Furniture, Equipment Design

Other Professional Services your firm provides:

If your firm does not provide the professional services listed below, who would your firm propose as a consultant for the following areas and how long have you worked with these consultants?

- A. Structural: _____
- B. Mechanical: _____
- C. Landscaping: _____
- D. Acoustical: _____
- E. Civil: _____
- F. Electrical: _____
- G. Plumbing: _____
- H. Kitchen: _____
- I. Aquatic: _____
- J. Technology/ Information Technology Network Infrastructure: _____
- K. Testing and Balance: _____
- L. Materials Testing: _____
- M. Furniture Fixtures and Equipment: _____
- N. Other: _____

Summarize services that are provided to the owner as part of your firm's basic services proposed:

6. PROFESSIONAL LIABILITY INSURANCE

Describe limits per project.

Describe limits in aggregate.

Describe deductible.

Have you had any claims asserted against you within the last five years?

If yes, provide details of each claim.

7. EXPERIENCE PROFILE

List the total number of gymnasium projects your firm has designed in whole or in part in the last 10 years, including renovations and additions:

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

2023	\$ _____	2021	\$ _____
2022	\$ _____	2020	\$ _____

List the school districts for which your firm has performed Consultant Services in the previous five (5) years.

The list shall include, in this order, one project per letter-sized page that contains the following information:

- Name of School District
- Owner Contact
- Name of Project
- Project Budget
- Final Construction Cost
- Description of Project
- Project Architect/Manager

8. PROJECT REFERENCES

Provide your firm's five (5) most recent completed projects and five (5) specific projects performed for school districts where the work was completed.

A. DISTRICT NAME:

Contact person/Title:

Phone number:

Project Description:

Original Contract Sum:

Dollar Value of Construction at Completion of Project:

Date of Construction Contract:

Date of Substantial Completion:

Project Architect/Engineer/Manager:

General Contractor/General Contractor Contact:

9. CURRENT CLIENTS

Please list three of your current school district clients whose projects reflect the scope of your present workload.

Projects:

District:

Contact person/title:

Phone number:

Project description:

10. 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 RFQ response with the media in any form, electronic or printed, and elected or appointed official or officers of the EPA, or any employee, agent or other representative of the EPA, except as specifically authorized herein.

The information contained herein is true and accurate to the best of my knowledge. By signing below, the firm agrees to allow EPA to check references given and that the information regarding the size and scope of each project is accurate. Further, 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.

SIGNATURE OF FIRM'S CONTACT PERSON

Name: (Print or Type)

Title:

Date: