



LOS ANGELES COMMUNITY COLLEGE DISTRICT

## REQUEST FOR QUALIFICATIONS (RFQ)

for

STAFF AUGMENTATION SERVICES

and application for award of a

BENCH TASK ORDER CONTRACT (BTOC)

**Statement of Qualifications Due:**

**May 11, 2023 at 10:00AM**

SUBMIT ELECTRONICALLY TO PLANETBIDS

Point of Contact

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## **1. INTRODUCTION TO THE DISTRICT AND THE BOND PROGRAM**

### **1.1. The District**

Organized in 1969, the Los Angeles Community College District ("LACCD", "District") is the largest community college district in the nation, with nine campuses serving more than a quarter million (250,000) students. The District is part of the statewide California Community College system. It is governed by an elected seven (7) member Board of Trustees, each of whom serves a four (4) year term.

The mission of the District is to provide comprehensive lower division general education, occupational education, transfer education, counseling and guidance, community services, and continuing education programs that are appropriate to the communities served and that meet the changing needs of students for academic and occupational preparation, citizenship, and cultural understanding.

The District is spread throughout thirty six (36) cities in an area encompassing eight hundred eighty two (882) square miles in the greater Los Angeles area. The District extends from Agoura Hills in the West San Fernando Valley to the City of San Fernando in the North and Monterey Park to the East. The service area includes Culver City on the west side of the greater Los Angeles basin; Monterey Park and San Gabriel on the east side as well as Palos Verdes Estates and San Pedro to the South.

The District's nine (9) colleges, and two (2) satellite campuses, which range in size from twenty-two (22) to over four hundred fifty (450) acres, include:

- Los Angeles City College
- East Los Angeles College
- Los Angeles Harbor College
- Los Angeles Mission College
- Los Angeles Pierce College
- Los Angeles Southwest College
- Los Angeles Trade-Technical College
- Los Angeles Valley College
- South Gate Educational Center (Satellite)
- Van De Kamp Innovation Campus (Satellite)
- West Los Angeles College

### **1.2. The Bond Program ("Build-LACCD") and Program Management Office ("PMO")**

The Building Program involves the modernization and improvement of the District's nine (9) colleges to ensure Los Angeles' residents are properly trained to fill the highly-skilled jobs of the 21st century. The Building Program is one of the largest public sector sustainable building efforts in the United States, spending approximately Fifteen Billion (\$15,000,000,000) in voter-approved dollars to build "green" in order to preserve our planet's most vital resources and boost the local workforce. The types of contracting used for the Building Program include design-build, design-bid-build, and other project delivery methods.

The Building Program, sometimes also referred to as the "Bond Program", is managed centrally by the Program Management Office ("PMO"). The PMO oversees all nine (9) colleges and all construction activities and professional services in relation to the Building Program on behalf of the District, with the exception of a limited number of contracts. The PMO contract was awarded to Jacobs Engineering in August 2017.

The PMO is the District's Authorized Representative for conducting the RFQ and for administering and enforcing the contracts awarded, if any, by the District's Board of Trustees pursuant to this RFQ.

Each of the nine (9) colleges is supported by an on-site management team lead by the College Project Director ("CPD") who has responsible charge to oversee and manage professional service provider services and construction

services at each campus. Each on-site management team, the College Project Team (“CPT”), is comprised of the CPD, several project managers, schedulers, and various support staff. Each CPD is responsible to, and reports directly to, the PMO. Some campus specific services related to professional service providers and construction services are centralized for cost efficiency.

On October 17, 2001, the Los Angeles Community College District (“LACCD”) Board of Trustees established a Community Economic Development Program (“CED Program”) to maximize local economic benefits generated by the LACCD Bond Program. This was subsequently reaffirmed on June 25, 2003 and January 15, 2014. The CED Program includes three key elements:

- Community Business Enterprise Program geared to encouraging the use of local, small, emerging and disabled-veteran owned businesses neighboring the colleges;
- Local Hire Program geared to involving local residents living in the areas neighboring the colleges in trade and non-trade opportunities;
- College Internship Program geared to involving District students at each college; and

On January 15, 2014, in order to continue and further its mission to the economic development of the community, the Board of Trustees reaffirmed Board Rule 7103.17 “Opportunities for Local, Small, and Emerging Businesses” (“LSEB Policy”) and increased the participation goal from 28% to 30%. The 30% goal has recently been increased again by the District’s adoption of an Amended Project Labor Agreement on July 8, 2015 (“APLA”). The District has now established, as an integral component of its current Community Economic Development Program, a goal that 35% of all skilled trade positions (including journeyman and apprentices) employed on Project Work (as defined in the APLA) on each campus be workers residing within the zip codes specified for a particular campus (or for the District as a whole, as described in the APLA), and that 10% of such local resident hires be Disadvantaged Workers and/or Veterans (as defined in the APLA). The APLA became effective on August 13, 2015 and applies to this procurement and Project. The APLA has subsequently been amended several times, most recently in 2020.

The current and applicable Project Labor Agreement establishes the labor relations policies and procedures for the District, contractors and craft employees engaged in the Build Program. The current and applicable Project Labor Agreement prevents work stoppages or slowdowns, encourages contracting with LSEB businesses, facilitates the hiring of local and disadvantaged local workers, veterans, etc., provides a sufficient supply of skilled craft workers, facilitates and provides a pipeline to union apprenticeship, and establishes standardized grievance/dispute resolution procedure(s) when matters arise, and establishes an alcohol and drug testing program, among other things. The existing current and applicable Project Labor Agreement pertains to the Project under this procurement. Related information may be accessed at:

<http://www.buildlaccd.org/ced/labor-compliance>

Board Rule 7103.17, the District’s LSEB applies to all Services performed under each Bench Task Order Contract (“BTOC Contract”) issued via this procurement and to each Task Order issued in connection with a BTOC Contract.

The APLA may or may not apply depending on the nature of the Services to be performed under each individual Task Order. If the Services sought by a Request for Task Order Proposal are subject to the APLA, the nature of such Services and the text of the APLA will govern whether the APLA applies, even if same is not mentioned in a Request for Task Order Proposal.

## **2. REQUEST FOR QUALIFICATIONS ("RFQ")**

### **2.1. RFQ Process and Summary of Services Sought**

The District is seeking well qualified firms ("Applicants") to provide Staff Augmentation related services ("Services"), as further described in this RFQ and Attachments. Staff Augmentation Services may include project management, design management, construction management, and other related services as further described in the Scope of Services, to accomplish the District's goals of building new facilities and improving existing buildings to provide sufficient space and technology to serve its students and the surrounding communities.

This competitive procurement process will take place in two steps, first the instant RFQ. Upon receipt and evaluation of the Statements of Qualifications ("SOQ's") submitted in response to this RFQ, the SOQ's will be scored, evaluated and all Applicants receiving qualified status will be eligible to receive a Bench Task Order Contract ("Awardees"). Through the RFQ process, the District intends to evaluate and select for award of Bench Task Order Contracts ("BTOC" or "Contract") to the Applicants that are determined to be the most beneficial to the District ("Contracted Firms") based on the submitted Statement of Qualifications ("SOQ"). The District reserves the right to increase or decrease the number of Awardees as it determines to be in its own best interests based on later acquired information and/or subsequent receipt of SOQs.

All firms interested in submitting a Statement of Qualification (SOQ) in response to this solicitation must be registered with the Districts Online Vendor Portal (electronic bidding system). Firms can register by visiting the [Build-LACCD.org](https://Build-LACCD.org) Contractors and Bidding tab and select the Register with Planet Bids icon.

The estimated total combined funding authority of all Contracts awarded (total for all contracts not for each individual contract) pursuant to this RFQ will be on a not-to-exceed basis and is expected to be in the amount of One Hundred Forty Million (\$140,000,000). The term of the Contracts will be three (3) base years, plus two (2) one (1) year option periods. The District will have the sole right to exercise these optional years as it determines to be in its best interest. The funding authority is not an estimate of the value of Task Orders that will be issued under the BTOC, if any, and does not constitute an express or implied representation or promise by the District that Contracted Firm(s) will be offered or provided the opportunity to perform Services under this BTOC.

The Contracts that may be awarded following this Request for Qualification process will be based upon, without limitation, the District's authority pursuant to Government Code sections 4526, 53060 and Education Code sections 81644 and 81656; as well as all applicable District policies regarding professional service procurements; and other applicable law. The Term "Agreement" and "Contract" as used herein shall refer to all the Contract Documents that make up the BTOC inclusive of any subsequent Task Orders that may be issued.

These are non-exclusive Contracts, whereby the District may at its sole discretion, augment or supplement the services with its own staff or staff of another Consultant or entity. Additionally, after entering into the Contracts under this RFQ, the District reserves the right to award additional Bench Task Order Contracts for the same or similar services should it determine it is in its best interests to do so. Contracted Firms will cooperate fully with PMO, District staff, other Consultant, or entity, that may be providing, and/or who hereafter may provide, similar or the same services for the District.

The second step of the procurement process will only involve those Awardees who have executed the BTOC. Each request will contain its own estimated value, scope and period of performance. Individual Task Orders under each Contract will be awarded based on the Contracted Firms' responses to a Request for Services ("Request"). There are no limits to the number of Task Orders issued, if any, within the funding authority.

The Task Order award process may be changed at the District's sole discretion without prior notice to the Contracted Firms. The District also reserves the right to modify, in any way deemed necessary and at any time so required, the specific qualifications and requirements for each and every position classification without prior notice to the Contracted Firms. The award of a Task Order is subject to and contingent upon the Contracted Firm's completion of a legally

appropriate background check of the offered candidate in compliance with District Regulation B-35 and other applicable state and federal laws and certification that there is no basis on which to disqualify the candidate from employment. The District maintains the right to approve, at its sole discretion, all personnel assigned to work under this Agreement and has no obligation whatsoever to issue any task order.

## 2.2. RFQ Schedule

The District reserves the right to change any and/or all dates in its sole discretion. Any changes made to the schedule will be posted to the Online Vendor Portal and memorialized in an Addendum to the RFQ.

RFQ Issuance	April 6, 2023
Non-Mandatory Pre-SOQ Meeting at 1:00 PM The meeting will be held in person at Los Angeles Southwest College, 1600 W Imperial Hwy, Los Angeles, CA 90047 in the Little Theater (a campus map will be separately uploaded prior to the meeting on PlanetBids with parking instructions)	April 18, 2023
Deadline for Applicant Questions in RFQ/SOQ Process at 10:00 AM	April 25, 2023
Issuance of Final Addendum to the RFQ (Target Date)	May 2, 2023
Deadline for Submission of Statement of Qualifications at 10:00 AM	May 11, 2023
Issuance of NOITA (Target Date)	June 8, 2023
Selected Firms Election Deadline at 5:00 PM	5 Business Days after actual NOITA Issuance Date
Opportunities for Non-Selected Firms at 5:00 PM	10 Business Days after actual NOITA Issuance Date
BOT Approval (Target Date)	July 5, 2023
Post Award Option to Initiate a Re-Compete of Current Position at 5:00 PM	10 Business Days after actual BOT Approval Date

## 2.3. General Scope of Services

The PMO anticipates the need for support in the following functional areas:

- Construction Management
- Design Management
- Move Management
- Asset Management
- Project Controls
- Accounting Support Services
- Contracts Management Support Services
- Energy & Sustainability Support Services
- Commissioning Oversight
- General Administrative Support Services

Contracted Firms will be responsible for ensuring that all personnel provided by the Contracted Firm, including sub-consultant, are fully trained and familiar with applicable LACCD Bond Program contract obligations as well as related policies and procedures. The Contracted Firms are responsible for all actions, inactions, errors, and omissions of its provided personnel and sub-consultant that cause damage and/loss to the District and/or third parties. The minimum technical, educational and experience requirements for each position will be specified in each Request at the discretion of the District. Basic competency in MS Office software suite (MS Word, MS Excel, Outlook, etc.) is required of all positions.

Hourly Compensation for each Task Order issued under this Contract, if any, will be in accordance with Contract Exhibit "A" Hourly Rates and Position Classifications identifying hourly rates for each specific position. The hourly rates shown on the Contract Exhibit "A" Hourly Rates and Position Classifications are inclusive of all wages, expenses, overhead and profit ("fully burdened rate(s)"). Each Request under this contract will include the position description(s) and the fully burdened hourly compensation rate associated with the particular position.

The Contracted Firm has control over its operations, employees and sub-consultants, is not an agent or employee of the District or PMO, and does not represent or act as the District's or PMO's agent or employee. The Contracted Firm is and shall at all times remain, as to District and the PMO, a wholly independent contractor, and is solely responsible for the manner in which the contracted work is performed and for all matters regarding its employees, including but not limited to wage and hour issues, meal and rest breaks, workers compensation and compliance with all other applicable local, state and federal laws. Neither District nor any of its agents shall have control over the conduct of the Contracted Firm or any of its officers, agents, or employees, except as herein set forth, and as to such the Contracted Firm agrees that it does not in any manner defeat the independent contractor relationship or establish an employment relationship with the District or the PMO. The Contracted Firm shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of District or the PMO, and shall take all action to ensure that it, its agents and employees at all times remain independent contractors and do not assume any roles, responsibilities or relationships which would allow classification as District or PMO employees. The Contracted Firm is solely responsible for correctly classifying its personnel as employees or independent contractors consistent with applicable local, state and federal law. The Contracted Firm agrees to indemnify, defend and hold harmless the District from any and all actions, claims, damages, etc. asserted by employees, agents and/or representatives of the Contracted Firm arising out of their employment with the Contracted Firm, and/or the work performed or services provided by the Contracted Firm for or to District and all claims made by employees, agents or representatives of the Contracted Firm arising out of their employment with the Contracted Firm.

The PMO may conduct Performance Evaluations of Contracted Firms on an annual basis for the term of the Contract, or when deemed necessary by the District. The evaluation may include but is not limited to criteria such as 1) quality of resumes submitted 2) compliance with forms, reference checks, and other contractual requirements, 3) invoicing and 4) any other area at the District's discretion.

## **2.4. Special Conditions for this RFQ**

### **2.4.1. Five (5) Day Deadline for Notice of Election**

Firms currently holding an active contract of any kind with the exception of Staff Augmentation Services (MATOC) or College Project Leadership Team Services (CPLT), and/or firms which anticipate entering into such contracts with the District, may submit an SOQ to this RFQ.

However, if selected under this RFQ, any such firm must elect between entering into a contract under this RFQ or keeping its existing contract. Within five (5) business days of the District's issuance of the NOITA under this RFQ, any firm identified as being selected hereunder which holds a current contract listed above or is about to enter such a contract with the District must, without any further notice from the District, notify via email David Travers at [david.travers@build-laccd.org](mailto:david.travers@build-laccd.org) that it elects to accept a contract under this RFQ and will terminate its other contract. If such election is made, the other contract will either not be entered into and/or terminated. If no election is made as required above, then the identified firm will be treated as keeping its existing Contracts listed above and be removed

from the list of identified firms eligible to receive a contract under this RFQ. The District reserves the right to extend this election notice time period, if it determines it is in the District's best interest to do so. This requirement shall also apply to any sub-consultant firms included in an SOQ by a prime firm that is selected under this RFQ.

#### **2.4.2. Opportunities for Non-Selected Firms**

Once the selected Prime Firms are identified in the NOITA, within the next ten (10) business days of the NOITA issuance date, a non-Selected Prime Firm or a Sub-consultant who was part of a non-selected Prime Firm's SOQ can attempt to become affiliated with one of the selected Prime Firms as a Sub-consultant thereto.

It is the obligation of the selected Prime Firm to then notify, via email, David Travers at [david.travers@build-laccd.org](mailto:david.travers@build-laccd.org) of the new affiliation so that should the District accept the new affiliation, the District can treat the new Sub-consultant(s) as part of the award and subsequently issued contract. Attached to the email shall be the same documentation for each proposed new Sub-consultant firm that was required by the RFQ in the initial SOQ submission. The District reserves the right, in its sole and absolute discretion, and without being required to identify any reason(s) for its decision, to accept or reject any newly added Sub-consultant(s) following the identification of selected Prime Firms.

#### **2.4.3. Award of Initial Task Orders**

In order to ensure the activities of the Build-LACCD Program continue without interruption, the District may at its discretion award the initial Task Orders pursuant to this solicitation to the prime and sub-consultant firms holding active Task Orders under the current MATOC Staff Augmentation Contracts 1314-1321 if those firms submit SOQ's and are identified for award under this solicitation.

The District will generally use the following guidelines:

- 1) A prime firm with active Task Order(s) under the current contracts listed above may be awarded those active Task Order(s) if it is identified for award (as a prime or sub) under this solicitation;
- 2) A sub-consultant firm with active Task Order(s) under the current contracts listed above may have its Task Order(s) awarded to the new prime firm it is affiliated with under this solicitation, or to itself as a prime firm, if either status is achieved under this solicitation;
- 3) If an individual currently holding a position on the program changes employment from their current firm during this process, their position will be deemed vacant and re-competed.

#### **2.4.4. Post Award Option to Initiate a Re-Compete of Current Position**

Upon award of contracts pursuant to this RFQ, the District will offer existing staff under a current task order (prime or sub) a limited one-time opportunity to initiate a re-compete of their current position allowing that individual to submit for the same position, with any eligible firm awarded a contract as a result of this RFQ process (prime or sub), without being subject to the ninety (90) day cooling off period that would generally apply to such a situation. This will put the position at risk and there is no guarantee that the individual will be selected again for the current position. The re-compete will be administered in accordance with current Standard Operating Procedure.

Any existing staff must declare their intent for the District to initiate the re-compete for their current position and accept the associated risks. The declaration shall occur via email to [david.travers@build-laccd.org](mailto:david.travers@build-laccd.org) within ten (10) business days of the BOT approval date. The District will issue the re-compete solicitation for these positions expeditiously and strategically in such a way as to not negatively affect the operations of the Build-LACCD program, at its sole discretion. The District intends to keep these declarations confidential until the re-compete documents are issued. This process will be handled internally by the PMO and is only be shared to make the firms interested in this RFQ aware. The District may elect to change how this process is handled at any time, if it deems that to be in the District's best interest.



### 3. CONTENT AND PREPARING YOUR STATEMENT OF QUALIFICATIONS

This section describes how you should package your Statement of Qualifications (“SOQ’s”) for submittal. SOQs shall comply with the requirements of the RFQ Documents and provide a straightforward, concise description of how the Applicant will meet the requirements of the RFQ. Emphasis should be on the quality, completeness, clarity of content, and responsiveness to the requirements.

#### 3.1. Statement of Qualification

SOQs should be well organized and demonstrate both Applicant’s qualifications and its ability to follow instructions.

The SOQ must be formatted letter-size (8-1/2" x 11") no smaller than 11 font. Each section in your SOQ should include a divider page and bear the same corresponding number and heading as they appear below. Pages must be numbered.

Page limits and content requirements are defined in each section below. Any additional pages or content that is submitted out of compliance with the instructions is subject to removal and may not be considered for purposes of the evaluation process, without notice to the Applicant and at the sole discretion of the District.

The SOQ shall be limited to the following components, as further described below.

##### 3.1.1. Cover Page (not scored, one page maximum)

Prepare a Cover Page for your SOQ that states:

“ \_\_\_\_\_  
[Insert your firm name on the line above]  
STATEMENT OF QUALIFICATIONS (SOQ)  
BTOC for Staff Augmentation Services  
DW-23-01-RFQ”

##### 3.1.2. Table of Contents (not scored, one page maximum)

Each SOQ must include, immediately following the Cover Page, a complete Table of Contents of all information, sections, and exhibits included in your SOQ, including page numbers.

##### 3.1.3. Cover Letter (not scored, four pages maximum)

Following the Table of Contents, insert a Cover Letter addressed to the PMO as follows:

David Travers, Director of Contracts  
Request for Qualifications – BTOC for Staff Augmentation Services  
Procurement: DW-23-01-RFQ

The Cover Letter shall contain the following:

- 1) Identification (name, address and telephone number) of the Applicant. The District will not accept SOQ’s from a Joint Venture or two (2) firms acting as General Partners. If two (2) firms have paired together as partners or co-venture, clearly indicate which firm will act as the “prime” and which will act as the “consultant and/or sub-consultant”. Any BTOC awarded will be issued to only the “prime” firm;

- 2) Name, title, address, telephone number, and email address of a contact person on behalf of the Applicant for the duration of the RFQ process;
- 3) Standard organization chart that identifies:
  - a) Name, title, and contact information for the following Personnel only:
    - i) Executive/Principal-in-Charge ("E/PIC");
    - ii) Account Manager;
    - iii) Finance/Billing;
    - iv) Recruiting/HR; and
    - v) Technical Lead.
  - b) Include a summary of their qualifications, intended roles, and responsibilities;
  - c) Describe how they work together and how they will work with the District/PMO;
  - d) Submitting the same person for multiple roles is acceptable; and
  - e) Provide resumes for only those titles listed above.
- 4) Brief statement of why your Firm should be chosen to be awarded a BTOC; and
- 5) Signature of a person authorized to bind the Applicant to the terms of the SOQ, to negotiate contract terms and make binding decisions in all matters relating to the RFQ, BTOC, future RFP, and future Task Order(s).

**3.1.4. History, Experience, and Performance of the Prime Firm (scored, maximum of 6 pages)**

- 1) Briefly describe the Applicant's experience, especially regarding skills pertinent to the specific Services described in this RFQ and any special or unique characteristics of the firm that would make it especially qualified to perform the required Services. Include Applicant's knowledge and understanding of complex design, planning and construction processes and any experience with the unique design and approval process associated with California Public Education construction programs such as school design standards, public contracting requirements, and large project management.
- 2) Describe Applicant's experience in providing Services for public education design and construction programs and/or complex construction projects/building programs.
- 3) Describe Applicant's previous experience on three (3) projects performing services similar to those requested by this RFQ for greater Los Angeles area and surrounding county public agencies, community college districts, and/or school districts involving construction programs or projects similar in scope and nature to the Build-LACCD Program, including program and project description containing the following:
  - a) Project and/or program name;
  - b) Type of project and/or building program;
  - c) Total construction value of the program and/or project;

- d) Applicant's role and type of services performed, implemented or continued;
- e) Applicant's period of performance on this program and/or project;
- f) Approximate total amount invoiced for the period of performance;
- g) Total number of full time (or full time equivalent) staff provided by the Applicant for this program and/or project;
- h) Applicant's Key Personnel who worked on the program and/or project including their role for this program and/or project.
- i) Applicants shall provide a client reference<sup>1</sup> for the program and/or project. References shall be, to the greatest extent possible, directly familiar with the services performed on the program and/or project. Each reference must include, at minimum, the following information:

Name of Organization  
Contact Name  
Street Address  
City, State, Zip Code  
Telephone Number  
Email Address

### **3.1.5. Talent Acquisition, Retention, and Professional Development (scored, maximum of 4 pages)**

#### Firm's Ability to Attract and Retain Qualified Candidates

Describe the Applicant's ability to attract, recruit, and retain experienced and qualified candidates, who possess the expertise to perform Staff Augmentation Services on fast-paced, team-oriented, high-profile construction projects. The Staff Augmentation Services are performed in a sensitive environment and the safety and security of the students, faculty and surrounding area are a primary concern.

Briefly provide responses to each of the following:

1. Describe Applicant's process for background screening to ensure experienced and qualified candidates.
2. Describe Applicant's system used to review, manage and retain copies of employee's professional certifications, any required clearances, OSHA training, and other types of records required by the PMO or the District.
3. Describe Applicant's recruiting process outreach efforts, including to underrepresented groups.
4. Describe Applicant's achievements on the diversity of your workforce, recruitment, and hiring practices.
5. Describe Applicant's employee retention process and methodology. How is success in employee retention monitored at your Firm and what is considered success in this area?

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<sup>1</sup> The District may perform an independent assessment based on the past performance of the Applicant as it relates to the probability of successfully performing the RFQ requirements. In conducting the independent assessment, the District may use data provided by the Applicant, references submitted by the Applicant, and data obtained from any other source the District has available to it. The District may use the information obtained during the independent assessment to disqualify, in its sole discretion, any applicant deemed unable to successfully perform the requirements of the RFQ.

6. Describe Applicant's severance/retention policy during non-project related billing periods.
7. Describe Applicant's investment in professional development resources and programs.

### **3.1.6. Company Culture (scored, maximum of 2 pages)**

Inclusivity: Applicants shall provide a detailed narrative that describes their team's past and present approach to inclusivity in general. This section should include one to two (1-2) examples that demonstrates the team's past performance and history of achievement on diversity and inclusion goals and commitments with public agency clients.

Advancing Equity and Social Justice: The District will evaluate the Applicant's approach to advancing equity and social justice within the District and beyond. The approach could include any one of the following:

1. Cultural competency (justice, equity, inclusivity, and diversity) training and initiatives specific to the Applicant;
2. Ability to obtain input from culturally diverse populations;
3. Integrating the needs of historically disadvantaged populations into tasks and deliverables; and
4. Opportunities for student engagement.

Corporate Social Responsibility: The District expects its vendors, consultants, and contractors to demonstrate corporate social, economic and environmental responsibility as "good citizens" of the community. Consistent with this expectation, Applicants shall describe their commitment to creating a culture of "Corporate Social Responsibility," which may include, without limitation, the following: (1) contributions, financial or otherwise, of a philanthropic, charitable, or altruistic nature to promote the welfare and well-being of the community, (2) policies and practices of sustainability to protect and preserve the environment and efficient use of resources; (3) ethical labor practices, including providing living wages and opportunities for advancement; and (4) encouragement of, and engagement in, volunteer activities.

Equal Employment Opportunity: Provide evidence of Applicant's equal employment opportunity policy.

Diversity, Equity, and Inclusion: LACCD embraces an environment of diverse clientele, faculty, staff, students, researchers, practitioners, and professional support services. The District believes a workforce of differing backgrounds, professional and life experiences and perspectives offer superior innovative, critically analyzed, and complete solutions to our unique business challenges. Demonstrate how Applicant's organization respects and support diversity, equity, and inclusion. Describe Applicant's commitments to diversity and related efforts, including efforts that encourage economic opportunities.

### **3.1.7. Commitment to Sustainability (scored, maximum of 2 pages)**

Describe what your Firm has done or is currently doing with respect to the impact of its business on the environment.

Describe Applicant's current expertise in environmental policies and practices as they relate to the District's adopted Board Resolution on Sustainability dated July 10, 2020.

Describe Applicant's experience in the following areas:

1. Demonstrated LEED and ZNE experience and capabilities.
2. Expertise in state policies and goals concerning, and efforts to reduce, Greenhouse Gas (GHG) emissions.

Implementation strategy and management of projects involving green and/or sustainable design with achievements in energy and environmental design, including LEED certification or other similar certifications.

### **3.1.8. Internship/Mentorship Program Experience (scored, maximum of 2 page)**

Describe Applicant's internship or mentorship programs that have been established within its business form. If no internal programs exists, describe Applicant's role participating in internship programs with LACCD or other agencies and specifically what value Applicant's added to the development of those interns or mentees.

Include in the response to this section any of Applicant's internal programs that may exist within your Firm related to promoting opportunities for formerly incarcerated persons, foster youth, or emancipated youth.

### **3.1.9. Attachments 1-11 to the RFQ – MUST BE SUBMITTED as part of the SOQ**

Under this Section, prepare a Table of Contents, identifying the documents you are submitting as part of the SOQ. Each Table of Contents section should have at least one (1) matching labeled divider and tab. Applicants are encouraged, but not required to include sub-consultant submittals for consideration.

Attachment 1	Prime Firm Information Form
Attachment 1 (A)	Prime Firm Explanation Form
Attachment 2	Sub-Consultant Information Form
Attachment 2 (A)	Proposed Sub-Consultant List
Attachment 3	Acknowledgment of Addenda Form
Attachment 4	Applicant's Representations and Certifications Form
Attachment 5	Conflict of Interest Certification Form
Attachment 6	Contract Acceptance Form
Attachment 7	Authorization to Release Information Form
Attachment 8	Non-Collusion Declaration
Attachment 9	Non-Discrimination Declaration
Attachment 10	Confidentiality Agreement
Attachment 11	CED and LSEdV Certification

*\* Only required to be completed if the Applicant is submitting sub-consultants for consideration. If the Applicant does not intend to submit sub-consultants for consideration for listing in the BTOC, indicate "N/A" on Attachment 5.*

Should you fail to complete, sign, and turn in as part of your SOQ Attachments any of the required Attachments 1-11, your SOQ may be deemed "non-responsive" and rejected.

In addition, at the end of the SOQ, you should insert all explanations and other documents required to be submitted in response to the RFQ. List and identify each attachment in the Table of Contents.

**3.1.10. Attachments 12-14 to the RFQ – These are NOT TO BE SUBMITTED**

The following Attachments are provided and attached to the end of this RFQ for the Applicant's information.

Attachments 12-15 are NOT TO BE SUBMITTED as part of your SOQ submission:

- Attachment 12 LACCD Bond Program Protest Procedure
- Attachment 13 Build-LACCD Vendor Code of Conduct
- Attachment 14 Bench Task Order Contract for Staff Augmentation Services (Sample)

**3.2. Minimum Qualifications****3.2.1. Prime Firms**

It is required that all prime firms must meet the following minimum qualifications:

1. All prime firms must have a business license from the State of California. California business license refers to licenses or permits or tax registration certificates issued by California cities. Corporations must be registered with the California Secretary of State. The District will verify the status of the business entity online on the Secretary of State "California Business Portal." A copy of the license must be included in the SOQ.
2. At least one (1) principal of each sub-consultant must have at least ten (10) years' experience providing services in at least one of the functional areas as listed in Section 2.3 of this RFQ.
3. All prime firms must maintain and keep in full force and effect, the requisite policies of insurance with the minimum levels indicated and subject to the conditions stated in the Bench Task Order Contract for the duration of the contract period.

**3.2.2. Sub-consultant Firms**

Including sub-consultants is not a requirement of this RFQ and will not be considered in the evaluation of Prime Applicant Firms. If sub-consultants are included in by a Prime Applicant Firm, the following rules apply:

1. Sub-consultants may propose with only one (1) Prime Firm under this solicitation.
2. A firm proposing as a sub-consultant may not also propose as a Prime Firm.
3. Using Attachment 2 Sub-consultant Information Form<sup>2</sup> for each sub-consultant, each SOQ shall include a section (as an Appendix) devoted to describing the demonstrated experience and ability of each sub-consultant to satisfactorily perform the Services requested by this RFQ.

Sub-consultant must also meet the following minimum qualifications:

1. All sub-consultants must have a business license from the State of California. California business license refers to licenses or permits or tax registration certificates issued by California cities.

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<sup>2</sup> The District may perform an independent assessment based on the past performance of the proposed sub-consultant(s) as it relates to the probability of successfully performing the RFQ requirements. In conducting the independent assessment, the District may use data provided by the sub-consultant(s), references submitted by the sub-consultant(s), and data obtained from any other source the District has available to it. The District may use the information obtained during the independent assessment to disqualify, in its sole discretion, any sub-consultant(s) deemed unable to successfully perform the requirements of the RFQ.

Corporations must be registered with the California Secretary of State. The District will verify the status of the business entity online on the Secretary of State "California Business Portal." A copy of the license must be included in the SOQ.

2. At least one (1) principal of each sub-consultant must have at least five (5) years' experience providing services in at least one of the functional areas as listed in Section 2.3 of this RFQ.
3. Sub-consultants must meet the same insurance requirements as applied to the Prime Firms. Sub-consultants may provide a letter from their Insurance Agent stating the firm qualifies for said limits at the time of the SOQ submission if they do not currently meet the insurance requirements; A Certificate of Insurance is due upon Task Order award/candidate selection.

### **3.3. Deadlines and Statement of Qualifications Submission**

#### **3.3.1. Time for Submitting your SOQ**

In the sole and absolute discretion of the District, any SOQ submitted after the stated deadline may not be accepted, deemed non-responsive, and rejected without further consideration.

#### **3.3.2. Manner of Submitting your SOQ**

The District will receive SOQ's only through online vendor upload submission.

Applicant must upload: one (1) complete SOQ digital file to the Planetbids online vendor portal.

Statement of Qualifications submitted in any other manner will not be considered.

Applicant is solely responsible for timely submission of its SOQ and any failure of timely delivery shall not constitute an excuse for late receipt. Please allow ample time to upload the SOQ before the submission deadline.

#### **3.3.3. Requests for Clarifications (RFC) of the RFQ and Deadline for RFC's**

All questions and requests for clarification concerning the RFQ process or RFQ Documents must be submitted by time and date identified in Section 2.3 of this RFQ.

#### **3.3.4. Manner of Sending in a Request for Clarification**

All Requests for Clarifications must be submitted electronically by posting same to:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=21372>

#### **3.3.5. District Responding to Request(s) for Clarification(s)**

The District is not obligated to respond to any questions or requests for clarifications that the District judges, in the exercise of its sole and absolute discretion: (1) are received after the above-specified deadline; (2) are submitted in a manner other than as required by the RFQ Documents; (3) are unintelligible; (5) seek information that is irrelevant to the subject matter of the RFQ; (6) seek information that is already contained in the RFQ; or (7) involve weaknesses, errors or omissions in a SOQ, whether observed or not observed by the District, it being the intent of the District that all such weaknesses, errors or omissions, whether observed or not observed, are the sole responsibility of the Applicant.

Should the District determine to respond to a Request for Clarification(s), the District will do so by way of written Addendum only, issued by posting the response(s) to:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=21372>

It is each Applicant's sole responsibility to check the Online Vendor Portal to determine if there have been any Requests for Clarifications submitted and/or if the District has issued any Addendums responding thereto or issuing additional information regarding the RFQ.

Applicant assumes the responsibility to make current or update their Vendor information on the Online Vendor Portal System, including email addresses for notifications. Any potential Awardee should be aware that keeping this information current throughout the life of the BTOC is imperative.

#### **4. EVALUATION AND CONTRACTING PROCESS**

##### **4.1. Evaluation Process**

An evaluation panel ("Evaluation Panel") consisting of representative(s) from the District, PMO, College Project Team, College staff, and/or outside consultants, will review, analyze, and evaluate all SOQ's found to be responsive and submitted by Applicants who have not been deemed non-responsive and/or otherwise disqualified. The Evaluation Panel will evaluate the SOQ's based on the evaluation criteria described in the Request for Qualifications.

A breakdown of the scoring is as follows:

<b>Criteria Element</b>	<b>Points Available</b>
History, Experience, and Performance of the Prime Firm	450
Talent Acquisition, Retention, and Professional Development	300
Company Culture	50
Commitment to Sustainability	50
Internship/Mentorship Program Experience	50
Local, Small, Emerging, and Disabled Veteran (All or Nothing)	100
<b>TOTAL</b>	<b>1000</b>

##### **4.2. Ranking, Clarification and Award**

The evaluation panel will rank the Applicants from highest to lowest. The evaluation panel will make a final determination and recommend that the District award Contracts to the most qualified Applicants in the best interest of the District, after which the District will issue a Notice of Intent to Award ("NOITA"). The District reserves the right to increase or decrease the amount of Contracts awarded to best serve its needs.

##### **4.3. Contract Award**

Approval by the District's BOT is required prior to award and no NOITA shall be binding upon District unless an award is so approved. NOTHING STATED IN THE RFQ DOCUMENTS SHOULD BE INTERPRETED AS CREATING AN OBLIGATION BY THE DISTRICT TO ISSUE ANY CONTRACT TO ANY APPLICANT THAT IS SELECTED FOR AWARD OF A CONTRACT, AS LIMITING THE DISTRICT TO ONLY CONTRACTING FOR THE SCOPE OF SERVICES FROM FIRMS THAT HAVE BEEN AWARDED A CONTRACT PURSUANT TO THIS RFQ OR AS OBLIGATING THE DISTRICT TO ALLOCATE ISSUANCES OF WORK TO PROPOSERS ACCORDING TO THEIR RANKING ACHIEVED PURSUANT TO THE EVALUATIONS CONDUCTED UNDER THIS RFQ.



#### **4.4. Debriefings**

The District, in the exercise of its sole and absolute discretion, may make available, for those unsuccessful Applicants requesting it, an opportunity for a debriefing. Debriefings, if any, will be conducted after Contract award and execution by the District. The extent of information provided in any debriefing will be at the sole and absolute discretion of the District.

### **5. OTHER TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF THE RFQ**

#### **5.1. The following matters are called specifically to the Applicant's attention:**

##### **5.1.1. Revised Statement of Qualifications**

Usage in this RFQ or other documents referenced or attached hereto or in any RFQ Addenda (collectively "RFQ Documents") of the term "SOQ" shall be interpreted to mean and include not only the original SOQ submitted, but also any revised SOQ that may be requested. If revised SOQ are requested and submitted, they shall in all relevant respects conform to the requirements of the RFQ Documents applicable to the original submission of SOQ. If a question exists about whether a particular requirement of the RFQ Documents applicable to original SOQ applies, request must be submitted seeking clarification prior to submission of revised SOQ. Applicants shall be bound by the District's determinations in regard to whether any revised SOQ complies with the requirements of the RFQ Documents.

##### **5.1.2. Alterations**

Interlineations, alterations and erasures contained in a SOQ at the time it is received must be initialed by the signer(s) of the SOQ.

##### **5.1.3. Withdrawal and/or Re-Submission**

SOQ's may be withdrawn at any time, and resubmitted, prior to the applicable deadline for submission thereof. If this occurs, only the resubmitted SOQ will be evaluated. SOQ's may not be withdrawn after the applicable deadline for receipt thereof.

##### **5.1.4. Changes**

Subject to Applicant's right to withdraw and resubmit as stated in Section 5.1.2 above once a SOQ is submitted it may not be thereafter amended by the Applicant beyond the SOQ Deadline, unless the District specifically permits same pursuant to its rights to clarify, verify and/or extend the RFQ process.

##### **5.1.5. Applicable Law**

All SOQ's must be submitted, filed, made, and executed in accordance with Applicable Law, whether or not such applicable laws are expressly referred to in the RFQ Documents or not.

##### **5.1.6. Review of RFQ**

Each Applicant acknowledges and understands its affirmative obligation to carefully and thoroughly examine the RFQ Documents, including the Sample Contract Agreement (inclusive of all attachments/exhibits thereto) and other information furnished or made available by the District and to seek clarification of any portions thereof that: (1) constitute errors, omissions, conflicts, ambiguities, lack of coordination or noncompliance with Applicable Law; and/or (2) indicate difficulties or obstructions that might affect the Applicant's ability to perform the Scope of Services. Applicant by submitting an SOQ, agrees to the language of the sample contract provided, any requests to modify the Contract Agreement must be submitted as an RFC. Failure by an Applicant to fully inform itself of such matters and to seek clarification in the manner required by the RFQ Documents shall not relieve the Applicant from its responsibilities under any Contract that may be awarded

to such Applicant, nor shall it be a basis for any claim by the Applicant, that it was mistaken or misled in connection with the preparation of its SOQ. The District further assumes no responsibility for errors or misrepresentations resulting from the use by Applicant of an incomplete set of RFQ Documents.

All contracts to all Contracted Firms are standardized. Post selection changes and/or negotiations as to the terms, conditions and provisions thereof will not be permitted. Any selected firm (Awardee) refusing to sign the standardized BTOC Contract will have its award rescinded.

#### **5.1.7. Applicant Expenses**

Any expenses incurred by an Applicant, before or during the RFQ process, in: (1) preparing its SOQ, (2) submitting its SOQ to the District, (3) negotiating with District on any matter related to this RFQ, or (4) engaging in any other activity related to the RFQ process; are the sole responsibility of the Applicant. The PMO and District shall not, under any circumstances (including, without limitation, a decision by the District to reject any or all SOQ's or to withdraw or cancel the RFQ with or without re-procurement), be liable for any such expenses. In addition to the foregoing, by Applicant's submitting a SOQ in response to this RFQ, Applicant agrees to defend, indemnify, and hold harmless the District Indemnitees (as defined in the BTOC), and each of them, from any and all losses, liabilities, claims, and damages asserted by third persons or entities engaged by or through Applicant or its Consultants, Sub-consultants, Contractors, and/or Subcontractors, of any contracting tier, in connection with responding to this RFQ or preparing for or participating in the RFQ process.

#### **5.1.8. Page Counts**

Unless otherwise specifically stated in the RFQ Documents, in interpreting a requirement in the RFQ Documents that a document submitted be limited to a certain number of pages, the word "page" means one side of a sheet of paper.

#### **5.1.9. Responsiveness**

Any Applicant who does not comply with the requirements of the RFQ Documents shall be subject to a finding of non-responsiveness and/or disqualification by the District, or reduction(s) in points by evaluators in their scoring of the Applicant's SOQ, as ultimately determined by the District. The decision whether or not to find a SOQ non-responsive and/or to disqualify an Applicant is discretionary with the District, all such decisions are final, and nothing stated in the RFQ Documents shall be interpreted as obligating the District to disqualify and/or find non-responsive any Applicant who fails to comply with the requirements of the RFQ Documents, if some other provision of the RFQ permits the District to do so.

#### **5.1.10. Conflicting Terms**

Summaries contained in the RFQ Documents that pertain and/or relate to matters expressly addressed in more detail elsewhere in the RFQ Documents are for the convenience of the Applicants and in all such instances, the more specific, detailed provisions shall govern. Notwithstanding the foregoing, in the event of a conflict between the terms of the RFQ Documents and any term or condition in the Sample BTOC, the latter shall govern.

#### **5.1.11. Pre-Submission Objections**

Any objection by an Applicant to the RFQ Documents must be submitted through the Online Vendor Portal as an RFC prior to the deadline to submit RFC's as identified in this document. Failure by an Applicant to so object shall constitute a final and conclusive waiver by the Applicant of its right to thereafter assert such objection. If an objection is agreed to, the District will issue an Addendum changing the RFQ documents. If the objection is not agreed to, the District will so state by Addendum and the RFQ documents will stand as issued. If the objecting Applicant thereafter submits an SOQ, it will be deemed to have waived its objection.

The submission of an SOQ by an objecting Applicant, where the District has not agreed to the objection and not changed the RFQ based thereon, shall be deemed non-responsive and rejected if the Applicant persists in asserting the objection.

#### **5.1.12. Time Periods**

If an Applicant is asked in the RFQ Documents to respond to a question relative to a stated time period that has passed (such as, for example, "within the past 5 years"), it shall be deemed to mean the period of time that precedes the date that the Applicant first submits its SOQ's to the District. If a question asks for information relative to a stated number of prior "full calendar (or fiscal) years," it shall mean the stated number calendar years immediately preceding the calendar (or fiscal) year in which the SOQ's are first submitted by the Applicant.

#### **5.1.13. Joint Offers**

The District intends to contract with single firms and not with multiple firms doing business as a joint venture, General Partnership, and/or informal team. Accordingly, where two or more firms desire to join in preparing a single SOQ, they should do so on a Prime and Sub-consultant basis, rather than as a joint venture, General Partnership, or informal team. The firm acting as the "Prime", if awarded the Contract, will enter into the contract with the District and shall for purposes of this RFQ be considered the "Applicant." This is for contracting purposes only and does not mean that the "Sub-consultants" qualifications will not be evaluated as part of the SOQ process.

#### **5.1.14. Confirmation of Information**

The District reserves the right, to confirm the information contained within the resumes or other information submitted or communicated by any means by an Applicant.

#### **5.1.15. Discussions and Clarifications**

The District reserves the right, at any point in the RFQ process, but assumes no obligation, to conduct discussions with any Applicant for the purpose of (1) obtaining information essential for determining the acceptability of a SOQ, or (2) providing the Applicant an opportunity to revise or modify its SOQ ("Discussions"). If Discussions are held with any Applicant, they will be held separately with each Applicant; however, the questions asked in Discussions may be different for each Applicant. Additionally, the District may, but assumes no obligation to, communicate, verbally or in writing with an Applicant directly and without notice to, or participation by, other Applicants, and without providing similar opportunities for other Applicants, for purpose of obtaining clarification of certain aspects of a SOQ or of the Applicant's capability to perform (such as, without limitation, the relevance of past performance information) and addressing minor irregularities, informalities, or apparent clerical mistakes in a SOQ and not for the purpose of changing the Applicant's terms of its offer or other informational features of its SOQ's.

#### **5.1.16. False or Misleading Information**

In addition to and without limitation upon any other requirements of the RFQ Documents, the District shall have the right to disqualify any Applicant and reject any SOQ by such Applicant should District determine that any information submitted by the Applicant is false, incorrect or materially incomplete.

#### **5.1.17. Waiver of Irregularities**

The District reserves the right, but assumes no obligation, to waive deviations, irregularities, errors, or omissions in an Applicant's conduct in connection with the RFQ process, in an Applicant's SOQ, or in regard to any Applicant's compliance or non-compliance with the requirements of the RFQ Documents.

**5.1.18. Unauthorized Communications**

Unless and except requested to do so in writing either in response to a written request for clarification from District or as otherwise permitted by the RFQ Documents, Applicant and their Sub-consultants shall not communicate, either verbally or in writing, with: (1) any member of the Selection Committee; (2) any consultant or professional retained by the District for the purpose of providing the District or College advice or professional services in respect to the Project(s), the RFQ process or the Award of the BTOC; or (3) any trustee, officer, employee or representative of the District or College with respect to any matter relating to the Project. This complete prohibition on communications shall be in full force and effect from the issuance of the RFQ through execution of the contract following approval by the BOT in order to ensure the fairness and impartiality of the procurement process and avoid even the appearance of any potential impropriety. Should any such unauthorized communications occur during this process, the Applicant may be immediately disqualified from this procurement and the District may take any other necessary action it deems appropriate to preserve the integrity of the process, including but not limited to disqualification from any other effected procurement, termination of the procurement(s) and/or re-evaluation of any potentially impacted component of the procurement with replacement Selection Committee members. To further preserve the integrity and fairness of the procurement process, any request for feedback on the evaluation and selection process shall be directed only to a member of the PMO Contracts Department and only conducted in a manner that treats all proposers equitably. Debrief meetings will only be conducted by the PMO Contracts Department and will be scheduled upon request but not earlier than after final award of the contract(s) by the BOT.;

**5.1.19. Interested Parties**

An Applicant or Prime shall not be a Consultant, Sub-consultant, Contractor and/or Subcontractor to another Applicant in more than one SOQ. A Consultant, Sub-consultant, Contractor and/or Subcontractor may be included in more than one SOQ. District reserves the right to request Prime Firms provide qualification documents on Consultants, Sub-Consultants, Contractors and/or Subcontractors after execution of Agreement. Firms who are advisors to the District or PMO in respect to this RFQ process are not allowed to submit, or participate in submission of SOQ's.

**5.1.20. Inability to Perform**

Any Applicant who, at any point in time during the RFQ process, is determined by the District, in the exercise of its sole and absolute discretion, to be unable to perform the services sought may be declared disqualified by the District and in such case will not be allowed to participate further in the RFQ process.

**5.1.21. Transfer**

SOQ's are neither assignable nor transferable by Applicant and any such attempted assignment or transfer shall be deemed null and void at its inception.

**5.1.22. Ownership of the SOQ's**

SOQ's shall, upon submission, become property of the District and no portion of any SOQ will be returned by the District to the Applicant unless all of the following have occurred: (1) the portion is marked as "Proprietary and Confidential" in the manner required by the preceding paragraph, (2) the Applicant has requested in writing in its SOQ that such portion be returned in the event the Applicant does not receive award, and (3) within thirty (30) calendar days after award the Applicant requests, in writing, that such portion be returned.

**5.1.23. Public Records Act Requests**

In accordance with the Public Records Act (California Government Code §§ 6250 *et seq.*), SOQ's and related documents submitted pursuant to this Request for Qualification will be subject to disclosure and review by the public once the Selected Firms are announced and upon a request made in compliance with the Public

Records Act as required by law. Except as otherwise required by Applicable Law, the District will not disclose trade secrets or proprietary information submitted by an Applicant provided that the Applicant has specifically and conspicuously marked and identified such information as "Proprietary and Confidential Information" at each location in its SOQ's where such information appears. Notwithstanding any such markings or identification of information by Applicant as "Proprietary and Confidential," the District reserves the right to independently determine whether any such information is subject to disclosure and to make such information available for review to the public to the extent required by Applicable Law.

#### **5.1.24. District Protest Procedure**

A copy of the District's Bond Program Protest Procedure is found as Attachment 12 to the RFQ and incorporated herein by this reference.

#### **5.1.25. Final Determinations**

The District shall have the right to make all determinations and interpretations relating to the RFQ Documents or the RFQ process, including, without limitation, any Applicant's compliance with the RFQ Documents or its qualifications to participate in the RFQ process, and all such determinations shall be final and binding. Unless the District undertakes an action and debars an Applicant from applying for and/or proposing under this procurement, any other determination by the District during the RFQ process is not meant, and shall not be construed to be, a negative reflection on and/or a derogatory comment or action against, an Applicant's reputation, experience, and/or other qualifications and/or characteristics. This is a qualifications based selection process and as designed, some Applicant's qualifications will exceed those of other Applicants.

#### **5.1.26. No Commitment**

Without limitation to any of the District's other rights under the RFQ Documents, Applicable Law, or the terms of the BTOC(s), the District reserves the right, exercised at any time and in its sole and absolute discretion, to do any of the following: (1) reject any SOQ that fails to comply with the requirements of the RFQ Documents; (2) reject all SOQ's; (3) make a determination that Applicant is disqualified from participating in the RFQ process due to its being found not as well qualified as other Applicants to perform the services contemplated by the RFQ; (4) cancel all or a part of the RFQ, with or without offering any Applicant the opportunity to participate in any future RFQ process for the same or similar services; or (5) make selection of any Applicant or to no Applicant. Exercise by District of its rights under this Section shall not, under any circumstances, give rise to any liability or obligation on the part of the PMO or District nor shall it constitute grounds for any claim by an Applicant for recovery from PMO or District of any loss, damage, cost, or expense. Nothing stated in this RFQ and no action taken in response to this RFQ, save and except for mutual execution of a contract that is approved by the Board of Trustees, shall constitute, or be interpreted as, creating any legal obligation on the part of the PMO or District to enter into a contract with any Applicant.

#### **5.1.27. Other District Rights**

The rights, powers, and discretion expressly conferred upon the District under the RFQ Documents are not intended to be exclusive but are cumulative and in addition to, and not a substitute for, every other right, power, or discretion existing or available to the District under the RFQ Documents or applicable laws.

#### **5.1.28. Performance Evaluations**

The PMO may conduct Performance Evaluations of Contracted Firms on an annual basis for the term of the Contract, or when deemed necessary by the District.

The Request for Qualification (RFQ) is comprised of the following:

This RFQ document (which should be read as instructions for preparing and submitting your SOQ); Attachments 1 through 14 to the RFQ; all exhibits thereto; all other documents referenced and/or mentioned in the foregoing; all information contained in all of the foregoing; any Addenda issued in connection herewith; and Applicable Law. The following documents must be properly filled out, signed and returned with your SOQ.

## 6. DOCUMENT CHART

### RFQ Document

(this document containing instructions on how to submit your SOQ)

Attachment 1	Prime Firm Information Form
Attachment 1 (A)	Prime Firm Explanation Form
Attachment 2	Sub-Consultant Information Form
Attachment 2 (A)	Proposed Sub-Consultant List
Attachment 3	Acknowledgment of Addenda Form
Attachment 4	Applicant's Representations and Certifications Form
Attachment 5	Conflict of Interest Certification Form
Attachment 6	Contract Acceptance Form
Attachment 7	Authorization to Release Information Form
Attachment 8	Non-Collusion Declaration
Attachment 9	Non-Discrimination Declaration
Attachment 10	Confidentiality Agreement
Attachment 11	CED and LSEDV Certification

**All of the above documents must be completed, signed and returned with your SOQ**

**The following documents identified below are not to be returned with your SOQ.**

Attachment 12	LACCD Bond Program Protest Procedure
Attachment 13	Build-LACCD Vendor Code of Conduct
Attachment 14	Bench Task Order Contract for Staff Augmentation Services (Sample)
Exhibit A	Hourly Rates and Position Classifications
Exhibit A (1)	Mileage Chart
Exhibit B	Task Order Form (Sample)
Exhibit C	RFQ & Addenda (Placeholder)
Exhibit D	Statement of Qualifications (Placeholder)
Exhibit E	General Conditions

### End of RFQ Document

*Please proceed to Attachments 1 through 14 for further information and requirements for the RFQ.*

*All RFQ Documents may be found on the Online Vendor Portal.*