



**SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

**2006 PROPOSITION A BOND GREEN SCHOOLYARD PROGRAM  
2011 PROPOSITION A BOND GREEN SCHOOLYARD PROGRAM**

**REQUEST FOR QUALIFICATIONS (RFQ)**

**FOR**

**MASTER PLANNING AND LANDSCAPE ARCHITECTURAL  
DESIGN SERVICES**

**February 21, 2014**

**REQUEST FOR QUALIFICATIONS (RFQ)  
FOR  
MASTER PLANNING AND LANDSCAPE ARCHITECTURAL DESIGN SERVICES**

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## **I. INTRODUCTION TO RFQ SUBMITTAL PROCESS**

SFUSD wishes to hire a pool of qualified design firms or team of firms (hereby referred to as “design teams”) to provide comprehensive, participatory master planning and/or landscape architectural design services that result in the design and construction of green schoolyards for multiple sites throughout SFUSD. The school sites include\*:

### **2006 Bond Program Sites requiring Design & Construction Administration Services ONLY:**

- Aptos Middle School
- Downtown High School
- Francisco Middle School
- Herbert Hoover Middle School
- Martin Luther King, Jr. Middle School
- Wallenberg High School
- San Francisco Public Montessori

### **2011 Bond Program Sites requiring Master Planning, Design & Construction Administration Services:**

- Argonne Elementary School
- Cesar Chavez Elementary School
- Daniel Webster Elementary School & EES
- El Dorado Elementary School
- Frank McCoppin Elementary School & EES
- Garfield Elementary School & EES
- George Moscone Elementary School
- George Peabody Elementary School
- Gordon J Lau Elementary School
- Jean Parker Elementary School & EES
- John Yehall Chin Elementary School
- Jose Ortega Elementary School
- Junipero Serra Elementary School & EES
- Lafayette Elementary School
- Longfellow Elementary School
- McKinley Elementary School
- Miraloma Elementary School
- Monroe Elementary School & EES
- Paul Revere Elementary School & Annex
- Redding Elementary School & EES
- Robert Louis Stevenson Elementary School
- Rooftop Elementary School – Nancy Mayeda Campus
- Sheridan Elementary School
- Sunnyside Elementary School
- Visitation Valley Elementary School
- Yick Wo Elementary School

\*This is a partial list. The District reserves the right to change, expand or cut the list depending on funding availability.

The respondent design teams should have the following knowledge, abilities, experience and skills:

- Valid Landscape Architect License in the State of California
- Recent and relevant experience designing outdoor spaces for children. Previous experience in the design of green schoolyards is preferred.
- Previous experience with the project review process at the California Division of the State Architect is preferred
- Recent and relevant experience in schoolyard master planning
- Understanding of outdoor classroom, school garden, and natural play area design
- Familiarity with ecological landscape design (including rainwater harvesting and on-site sustainable stormwater management) and green building products and techniques
- General horticultural expertise, particularly with sturdy, drought-tolerant plants
- Ability to effectively facilitate a comprehensive stakeholder planning & design process
- Experience in providing construction administration services

- Familiarity with Americans with Disabilities Act guidelines for educational settings

Beginning **February 25, 2014**, the Request for Qualifications (RFQ) information will be available at <http://www.sfusd.edu/en/doing-business-with-sfusd/current-rfps-rfqs-and-rfis.html>

For questions regarding this RFQ, please contact:

**Lori Shelton**

Senior Project Manager  
San Francisco Unified  
School District  
135 Van Ness Avenue,  
Room 216  
San Francisco, CA 94102  
415-241-6152 ext. 1557  
[sheltonl@sfusd.edu](mailto:sheltonl@sfusd.edu)

OR

**Tamar Barlev**

Assistant Project Manager  
San Francisco Unified  
School District  
135 Van Ness Avenue  
Room 216  
San Francisco, CA 94102  
415-241-6152 ext. 1577  
[barlevt@sfusd.edu](mailto:barlevt@sfusd.edu)

The District will accept emailed questions and comments from prospective design teams until **March 18, 2014 at 2:00 PM**. Any addenda will be issued and posted to the District website no later than **March 21, 2014**.

Two (2) bound, DOUBLE-SIDED copies and one (1) digital PDF copy of the response to this RFQ, along with any supporting documents, should be delivered to Lori Shelton or Tamar Barlev in Room 216 by **March 28, 2014 at 2:00 PM**.

All participating firms or teams must have an existing working business location within a 25-mile radius of 135 Van Ness Avenue, San Francisco, CA 94102.

The provisions of Public Contract Code Sections as defined in the State Allocation Board regulation for implementation of Disabled Veteran Business Enterprise Goals MAY apply to this project.

Late submittals will not be considered.

## **1. SERVICES & BASIS OF FEES**

The design teams chosen will be assigned to work with various school communities to develop each school's master plan, project scope, design, and construction drawings and specifications that meet the District's budget and schedule requirements. Each design team will need to demonstrate their capacity to simultaneously manage up to four school design processes with a construction value between \$70,000 and \$100,000 per school.

The design teams will be required to review and adhere to the SFUSD Project Standard Guidelines and SFUSD Green Schoolyard Guidelines, which will be issued prior to the start of the design process. If additional architectural or engineering expertise is required during design, the design team will acquire the necessary consultants as an add-service to the contract with SFUSD.

The District requires a fixed fee contract to complete the project scope. The design team's standard billing rate must be provided in its response to this RFQ. The selected design teams will be required to complete and submit the SFUSD Professional Consulting Services Agreement (see sample, Attachment A), SFUSD Criminal Background Certification, and the latest W-9 from the IRS. The selected design teams will be required to submit their fee proposal per school on the Fee Proposal Form as shown in Attachment C at a later date. The Professional Consulting Services agreement will be issued by the District's Contracts Administrator after Board of Education approval has been obtained. The consultant's fee and scope of work shall be outlined in the agreement. Compensation shall be on the basis of the negotiated lump sum agreement per school.

## **2. INSURANCE REQUIREMENTS**

In order to qualify for participation in this project, the selected design teams will be required to maintain, in full force and effect at their own expense, the following insurance policies with companies certified with the California Insurance Commission:

- Worker's Compensation Insurance (\$1 million)
- General Liability Insurance (\$1 million / per occurrence)
- Automobile Insurance (\$1 million / per occurrence)
- Professional Liability (E & O) Insurance (\$1 million / per claim, \$2 million aggregate)

As part of the response to this RFQ, design teams must include a copy of an insurance certificate verifying that it meets the above insurance requirements.

If any policy is written on a Claims Made Form, the consultant must provide a project specific policy to continue the coverage for five (5) years beyond the date of the individual project completion.

With each contract, a design team must provide the District with original "wet signature" certificate(s) of insurance that include the following:

- A. The San Francisco Unified School District, its Board, Officers and employees shall be named as additional insured parties on General Liability and Automobile policies.
- B. Such policies are primary insurance to any other insurance available to the additional insured, with respect to any claims arising out of this Agreement. Insurances apply separately to each insured against whom claim is made or suit is brought.
- C. Endorsements must be submitted with the certificate(s) specifying that San Francisco Unified School District is noticed by the company as an Additional Insured entitled to a 30-day written mailed notice.
- D. Should any of the above described policies be canceled before the expiration date thereof, the issuing company will provide written notice to the certificate holder a minimum of 30 days prior to said cancellation.

## **3. DESCRIPTION OF PROJECT & SCOPE OF WORK**

SFUSD seeks to create green schoolyards at various schools throughout the district that may include, but are not limited to, the following elements:

- Distinct food production and natural play areas for students
- Various types of gardens (bird & butterfly, native, cultural heritage, sensory, rain, etc.)
- An outdoor classroom readily accessible from the school building
- Smaller social gathering spaces for students
- Extensive use of natural and/or salvaged materials
- Replacement of large areas of pavement with pervious surfacing
- Varied terrain and surfaces
- Appropriately challenging play elements for all appropriate age groups
- Semi-private spaces or structures for imaginative play
- Moveable play elements (“loose parts”)
- Student-created artwork
- Water features (pump, creek, pond, etc.)
- Stormwater management elements
- Rainwater harvesting
- Irrigation systems

The Design Teams shall be responsible for carrying out all tasks related to the master planning, design, and construction administration of the green schoolyards for the schools assigned to them, including, but not limited to, those listed below.

Important Notes:

1. The 2006 Bond schools WILL NOT require master planning services.
2. The 2011 Bond schools WILL require master planning services.
3. SFUSD’s expectation is that each design team selected may be assigned to work with a minimum of two schools each academic year. At any time a firm could be working on multiple master plans and multiple greening designs simultaneously. Design teams are expected to be available to conduct this work for the duration of the program.

A) General

- Work with SFUSD Bond Green Schoolyard Project Managers to continually review expected outcomes, best practices and lessons learned as the program commences and as it progresses and attend all annual meetings as necessary.
  - Work directly with each elementary school principal, Green Schoolyard Committee, and Bond Green Schoolyard Project Managers, to establish a process and schedule for the master planning, design, construction and close-out phases. Develop a meeting schedule and agendas that allow principals, teachers, parents, and students to inform the master planning & design processes for their green schoolyard. Thoroughly document existing conditions at the school and on the schoolyard that may be impacted by or have an impact on green schoolyard elements, including but not limited to the following: functioning water supply and access points,
  - current uses of outdoor space,
  - rainwater harvesting opportunities,
  - environmental impacts: sun exposure, wind, noise
  - circulation patterns (pedestrian and vehicle),
  - site opportunities & constraints,

- maintenance needs and issues
- active versus passive play areas,
- major infrastructure constraints, and
- Presence of hazardous materials in soil and asphalt. Review and verify historical site plans, surveys, reports, and other documents relevant to greening work in the field as provided by SFUSD. Integrate relevant data as necessary.

## B) Master Planning

- Provide a kick-off program and slide show for each school community featuring green schoolyard concepts and ideas from the San Francisco Bay Area and around the world.
- Meet regularly with District Representatives and school site staff to communicate essential project elements, progress, and review and adjust specific master plan proposals
- Work with the school community to: (1) create a school mission statement or establish guiding principles; (2) identify greening priorities and; and, (3) recruit a Green Schoolyard Design Committee.
- Create an activity zone map with input from principal-selected school stakeholders.
- Provide guidance to students and the school community on performing site audits to identify current sun exposure, plant life, insect life, irrigation, wind, noise, students' favorite/least favorite locations, etc.
- Facilitate collection of data related to existing social infrastructure/conditions at the school (community mapping) if the school community shows interest in gathering and using this information to inform their master plan.
- Develop a master plan that illustrates the types of green schoolyard elements that the school has expressed interest in developing and their general location on the school campus. Elements that are considered priorities for immediate implementation should be clearly identified.
- Develop a final site report that documents the community planning process and includes the following elements listed below. This report will be submitted in both digital and hard copy format to the school community and Bond Green Schoolyard Project Managers.
  - a. planning and design participants
  - b. overview of process
  - c. site's mission statement & guiding principals
  - d. goals & key project ideas
  - e. findings from activity zone map, site audits, and existing (environmental & social) conditions data collection efforts
  - f. photographic documentation of site conditions
  - g. prioritized input from student, teacher, and school community meetings/workshops
  - h. opportunities for greening
  - i. green schoolyard master plan that addresses the site's social, environmental and physical conditions
  - j. master plan design narrative
  - k. school priorities & recommended phasing

## C) Design Development

- Conduct a minimum of four (4) to six (6) design development meetings with the school Principal and Green Schoolyard Design Committee prior to the final design review meeting that includes the school's principal.
- Meet regularly with District Representatives to communicate essential project elements.
- Review and adjust specific master plan priorities as required.
- Within budget and schedule constraints and with consideration of greening priorities, develop green schoolyard designs and corresponding drawings and specifications with the participation of the Green Schoolyard Committee.
- Verify site plans, surveys and other documents relevant to greening work *in the field*.
- Submit the initial construction locations to the Project Manager early per the project schedule to facilitate HAZMAT testing.
- Provide cost estimates at 50% and at 100% of concept design phase.
- Facilitate DSA and/or other government agency reviews, approvals and permitting of project elements, if necessary. Fees for permits will be reimbursed by the Green Schoolyard Program.
- Present the final review of project drawings and cost estimates to the school's Principal, Green Schoolyard Committee and the Bond Green Schoolyard Project Managers.
- Integrate HAZMAT requirements into design development and within drawings and specifications as necessary.
- Provide a color and materials booklet (min. 11" x17") providing a list and images of materials, plants, and product selections.
- Assist in determining the number of additive alternates necessary to keep final construction costs under control.

#### D) Construction Drawings, Specifications, and Cost Estimates

- Prepare construction Bid Documents and Cost Estimates at 50%, 90% and 100% completion for submittal and review.
- Prepare and submit final drawings and design details, specifications, and priorities in a digital format (both Word and editable PDF) to the Bond Green Schoolyard Project Managers. These documents should include, among others:
  - a. Existing conditions (verified in the field)
  - b. Demolition plans, notes, legend, and details
  - c. Layout plan, notes, legends, and details
  - d. Grading plan, notes, legends, and details
  - e. Irrigation plans, notes, legends, and details
  - f. Construction detail drawings, notes, and legends
  - g. Planting Plan, as part of the construction drawings, even if planting is not part of contractor's scope of work (in this case, mark "Not in Contract")
  - h. Divisions 0 and 1 specifications (developed in collaboration with SFUSD)
  - i. Division 2 and greater specifications
  - j. Hazardous materials mitigation documents (specifications and drawings) provided by District's consultants, if required.
  - k. Design sketches of all main concepts including color perspective and/or 3D images and elevations necessary to illustrate design concepts, if necessary

- Submit a final set of bidding specs and drawings, containing all edits & revisions in high resolution PDF format, to the PlanWell Department of SFUSD's document printing vendor: ARC (formerly Ford Graphics).
- Prepare and submit 100% complete Construction Bid Documents to the Division of the State Architect (DSA) for approval, if required, and make any recommended revisions within the predetermined project timeline. Fees will be reimbursed by the Green Schoolyard Program from the project budget and will impact the funds available for construction.
- Participate in the bid process (review and analysis) which will include attending job walks, responding to pre-bid requests for information (RFI), preparing addenda, and obtaining DSA approval of addenda (as needed). In the event of a project rebid, the design team will need to adjust construction documents to reflect necessary changes.

#### E) Construction Administration

- Provide detailed information related to design, drawings, and specifications as requested by the contractor and SFUSD representatives.
- Visit the site weekly (or more frequently, as needed) during construction to review progress, quality of work, and conformance to the intent of Contract Documents.
- Utilize SFUSD's project management software, EADOC (training to be provided), to facilitate communication and track documents between the District, District's agents, and the contractor.
- Provide construction administration services, including:
  - a. evaluate and approve contractor submittals
  - b. attendance at all pre-construction meetings, and weekly on-site meetings
  - c. preparation and implementation of DSA and non-DSA approved change orders with drawings, if applicable
  - d. respond to requests for information (RFI's)
  - e. issue Architect's Supplemental Information (ASI), Informational Bulletins (IB), and clarifications
  - f. review payment requests and proposed change-order (PCO) requests
  - g. issue weekly field reports after each construction meeting
- Participate in project close-out tasks which will include, but are not limited to, the list below. These items should include any related change orders, revisions, bulleting, clarification drawings, and sketches. Documents should also bear a stamp and signature from the Landscape Architect of Record and DSA stamp of approval (if applicable):
  - a. preparation of a punch list at project completion in conjunction with the Contractor, Project Manager, and Inspector,
  - b. review of warranties and guarantees, and the review and approval of the final contractor payment.
  - c. close-out of DSA files as needed
  - d. submission of three (3) recordable compact discs (CD-R) with all necessary items, including, but not limited, to:
    - An editable, high resolution PDF format version of the updated drawings and specifications, incorporating "As-Built" redlines received from the contractor and recorded on site
    - An AutoCAD (2004 or later) version of the project drawings

- The project manual (MS Word & editable PDF)
- Inspect each project site twelve (12) months and eighteen (18) months after substantial completion, before the warranty period ends after two (2) years.

#### 4. DISTRICT RESPONSIBILITIES

- Any hazardous material (“HAZMAT”) related work or mitigation thereof will be the sole responsibility of the District. The landscape architect will coordinate the documents provided by the District’s HAZMAT consultant into a complete package.
- Coordinating the bidding phase, including advertisement and distribution of bid documents.
- Coordinating the administration of the construction contracts including provisions of inspection, special testing engineers, industrial hygienists, construction management firms, and specialty consultants, if required.
- The district will provide site topographic surveys and geotechnical reports *if available*. As noted above, the landscape architect will work with the District to determine the scope of services required for the project.

## II. DISTRICT PROCESS FOR CONSULTANT SELECTION

All responses to this RFQ will be reviewed by the Bond Green Schoolyard selection committee using the Proposal Scoring Sheet (Attachment B).

The selection committee will be looking for evidence of the following qualifications as it evaluates each applicant’s proposal:

- Valid Landscape Architect License in the State of California
- Recent and relevant experience designing outdoor spaces for children. Previous experience in the design of green schoolyards is preferred.
- Previous experience with the project review process at the California Division of the State Architect is preferred
- Demonstrated ability to meet budget and schedule
- Recent and relevant experience in schoolyard master planning
- Portfolio of creative & artistic outdoor classrooms, school gardens, and natural play areas
- Familiarity with ecological landscape design (including rainwater harvesting and on-site sustainable stormwater management) and green building products and techniques
- General horticultural expertise, particularly with sturdy, drought-tolerant plants
- Ability to effectively facilitate a comprehensive stakeholder planning & design process
- Experience in providing construction administration services
- Familiarity with Americans with Disabilities Act guidelines for educational settings
- Adherence to RFQ requirements

Those design teams that qualify through the preliminary screening process may be invited to participate in an oral interview and presentation as part of a final screening process. The District reserves the right to select design teams at any time during the selection process in the event that the District can readily make a clear determination from the proposals without conducting an oral interview.

### III. CONTENTS OF PROPOSALS AND EVALUATION CRITERIA

Please provide the following information, in the order given below, while keeping to the page limits indicated. Font size should be no smaller than the equivalent of Arial 10-point and easily legible. Submissions should be double-sided. (POINTS WILL BE DEDUCTED if the requested information is not included in the format as outlined).

1. INTRODUCTION/COVER LETTER (1 page) **(5 points)**

Please include the following information in your one-page cover letter:

- a. A brief overview of the design team (# employees, typical services rendered, clients per year, sub-consultants, etc.)
- b. Description of what sets your firm apart from others
- c. The name, email address, and phone number of the designated contact person
- d. The full name and address of the firm and distance from SFUSD (135 Van Ness Avenue, San Francisco, CA 94102)

2. PROFESSIONAL QUALIFICATIONS & REFERENCES (4 pages) **(40 points)**

Show your team's experience in educational landscape design by providing:

- a. A description of your understanding of the master planning, landscape architectural design, and construction administration services required. Include a description of the team's and any sub-consultant's professional qualifications and experience that demonstrate your ability to successfully furnish the services outlined in this RFQ.
- b. List (DO NOT PROVIDE COPIES) of all credentials, certifications, and licenses (including credential, certificate, and license numbers) of all design team members.
- c. List of not less than FIVE (5) representative K-12 educational clients for whom your design team has provided SIMILAR MASTER PLANNING OR LANDSCAPE ARCHITECTURAL DESIGN SERVICES during the past FIVE (5) years. At least two references must be for master planning, and at least two for design work. This reference list should include:
  - i. each client's name, address, contact, email address, and phone number
  - ii. a one sentence description of each project
  - iii. project duration (noting completion if appropriate)
  - iv. an original budget and scheduled completion date
  - v. a final cost and actual completion date
  - vi. 5-10 photos per project (TO BE INCLUDED AS ATTACHMENT; does not count toward page total)

3. AGENCY, RELEVANT CODE, AND ADA EXPERIENCE (1 page) **(10 points)**

Discuss your design team's experience over the last five (5) years with the following:

- a. Division of the State Architect
- b. CalGREEN, LEED, CHPS, or Build It Green
- c. Americans with Disabilities Act (ADA)

4. PROJECT STAFFING, BILLING RATES & FEES (2 pages) **(30 points)**

- a. List the principal-in-charge, staff, and sub-consultants that will comprise the core of your Project Team and provide ONE-PARAGRAPH resumes for each team member (including relevant certifications like LEED AP, ARCSA, etc.).
  - b. Discuss your approach to staffing, sub-consultant management, and delivery of timely, high-quality services while managing multiple projects.
  - c. Submit an hourly rate for each team member, as well as costs associated with, but not limited to, materials, equipment, travel, pager/phone services, reproduction, mailing, and profit.
  - d. Estimate the number of hours associated with each phase of the project.
5. **INSURANCE (1 page) (5 points)**  
Provide a copy of the current insurance coverage certificate issued by your design team's insurance carriers. See section I (2) for a complete list of required insurances.
6. **PRIOR CLAIMS (1 page) (10 points)**  
Provide a statement describing any and all CLAIMS – both insured and uninsured -- that your design team (and any of its firms) has paid for errors, omissions, or defects in the work product or activities provided or performed by your firm in the past three (3) years.
- a. ***This statement must be completed for each firm on the design team and signed by an officer or principal of each of the firms, accompanied by the statement “Under penalty of disbarment I certify that this information is complete and accurate.”***
  - b. Should the design team not have any claims, a principle of the firms should provide a statement to that effect, signed and certified as described above.
  - c. Should the landscape architect not have been in business for three years, the history of claims for all of the company's principals and officers must be provided to equal the required three-year period.

#### IV. RFQ AND PROJECT SCHEDULE

• RFQ available on SFUSD website	2/25/14
• Deadline to submit final written questions to SFUSD, 2:00 PM	3/18/14
• Final RFQ addenda posted to the District website	3/21/14
• SOQ submissions due to SFUSD, 2:00 PM	3/28/14
• Design teams identified on short list	4/23/14
• Design teams interviews	4/29 - 5/1/14
• Selection results announced	5/6/14
• <b><u>2006 SCHOOLS</u></b>	-----
• Site visit prior to fee negotiation	5/12 - 5/16/14
• Negotiate design fee per school with design teams	5/19 - 6/4/14
• Anticipated approval to award landscape design services contract by Board of Education	6/24/14
• Professional Consulting Agreement (contract) due to SFUSD	7/8/14
• Estimated start of design process with site	8/25/14
• Preliminary identification of construction areas for HAZMAT testing due	9/22/14

- Deadline to submit 100% completed drawing to SFUSD for review 12/8/14
- Deadline to submit 100% completed specifications to SFUSD for review 1/5/15
- First day of construction 6/1/15
- Substantial completion for construction 8/3/15
- **2011 SCHOOLS - ROUND 1 ONLY** -----
- Site visit prior to fee negotiation 6/23 - 6/27/14
- Negotiate design fee per school with design teams 7/16 -7/23/14
- Anticipated approval to award landscape design services contract by Board of Education 8/12/14
- Professional Consulting Agreement (contract) due to SFUSD 8/26/14
- Landscape Architect Kick-off and Lessons Learned Meeting 9/4/14
- Initial Meetings w/ Principals 9/15 - 9/26/14
- Estimated start of master planning process (week of) 9/15/14

Notes:

1. The District reserves the right, at its sole discretion, to modify RFQ requirements, cancel or shorten the selection process, or amend the schedule.
2. Design teams shall not be reimbursed for any costs associated with the preparation of a proposal in response to this RFQ.
3. All proposals, master plans, project drawings, and specifications become the property of SFUSD.

**V. DOCUMENTS AVAILABLE FOR REVIEW**

In addition to the attachments, the following documents provide important project background, but are not included here. They are available upon request by contacting Tamar Barlev, Assistant Project Manager, at [barlevt@sfusd.edu](mailto:barlevt@sfusd.edu) or (415) 241-6152 ext. 1577.

1. **SFUSD Green Schoolyard Guidelines:** Design suggestions, maintenance guidelines, and rules that govern the installation and use of green schoolyards.
2. **2012 SFUSD Design Standards:** Soil specs, site requirements, and list of materials approved for green schoolyards.
3. **2006 Proposition A Bond Language.** The 2006 bond language can be accessed through the following attachment beginning at page 62:  
[http://sfpl4.sfpl.org/pdf/main/qic/elections/November7\\_2006.pdf](http://sfpl4.sfpl.org/pdf/main/qic/elections/November7_2006.pdf)
4. **2011 Proposition A Bond Language.** The 2011 bond language can be accessed through the following attachment beginning on page 108:  
[http://sfpl4.sfpl.org/pdf/main/qic/elections/november8\\_2011.pdf](http://sfpl4.sfpl.org/pdf/main/qic/elections/november8_2011.pdf)

SFUSD CONTRACT  
XXXXX  
AGREEMENT BETWEEN SAN FRANCISCO UNIFIED SCHOOL DISTRICT  
AND  
XXX LANDSCAPE ARCHITECTS

This Agreement is dated for convenience **XXXXX XX, 2011**, and is entered into between **XXX LANDSCAPE ARCHITECTS** (hereinafter "Consultant") and the San Francisco Unified School District (hereinafter "District").

RECITALS

WHEREAS, The Consultant has experience and expertise **in landscape design services**;

WHEREAS, The District desires that the Consultant render professional services to provide **Green Schoolyard Program design for XXX school** related to the passage of the District's Proposition A 2006 Bond Program,

WHEREAS, Consultant represents itself able and, for a consideration, willing to perform the services required by the District;

NOW, THEREFORE, for and in consideration of the promises hereinafter contained, the parties agree as follows:

1. AVAILABILITY OF FUNDS AND BUDGET AND FISCAL PROVISION AND TERMINATION IN THE EVENT OF NON-APPROPRIATION

- a. This Agreement is subject to the budget and fiscal policies, regulations, and practices of the District.
- b. The amount of the District's obligation hereunder shall not at any time exceed the amount herein stated.
- c. The District has no obligation to renew this Agreement after expiration of its term. If funds are appropriated for a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
- d. This section controls against any and all other provisions of this Agreement.

2. TERM OF THE AGREEMENT

The Agreement shall become effective beginning **XXXXX XX, 2011** and shall terminate on or before **XXXXX XX, 2013**.

3. SERVICES CONSULTANT AGREES TO PERFORM the consultant will perform all services as described in its proposal dated **XXXXX XX, 2011** attached to this Agreement.

4. COMPENSATION

The Consultant shall be paid as per its proposal dated **XXXXX XX, 2011** attached to this Agreement, for services rendered. Requests for compensation shall be monthly, complete with a breakdown of charges and receipts as applicable. Payments shall be made in a reasonable time upon approval that services have been rendered in a professional and timely manner as set forth in Section 3 of this Agreement. The amount of money to be paid to the Consultant under this Agreement shall not exceed **XXXXX dollars (US \$XXXXX.XX)**. If the scope of work described herein is increased, the Agreement amount may also be increased provided that there is a prior written modification to the Agreement and a Board Resolution authorizing said increases. It shall be the responsibility of the Consultant to ensure that the total approved amount of the Agreement is not exceeded. Any work performed in excess of said amount shall not be compensated.

Contractor's overhead and profit on change orders resulting from errors and omissions on the part of the Consultant shall be deducted from the Consultant's fees.

5. TERMINATION

a. It is expressly understood and agreed that in the event the Consultant or the District fails to perform its obligations under this Agreement, this Agreement shall be terminated and all the Consultant's and District's rights hereunder ended. Termination shall be upon ten (10) days written notice to the defaulting party, and no work will be undertaken by Consultant after receipt of the notice. In the event this Agreement is terminated by the District pursuant to this paragraph; the Consultant shall be paid for services performed up to the date of termination.

b. It is further understood and agreed that the District may terminate this Agreement for the District's convenience and without cause at any time by giving the Consultant thirty (30) days written notice of such termination. In such an instance, the Consultant shall be entitled to compensation for services performed up to the effective date of termination.

c. Upon receipt of written notice that this Agreement is terminated, the Consultant will submit an invoice to the District for an amount that represents the value of services actually performed up to the date of termination for which the Consultant has not previously been compensated as per paragraph 4 above. Upon approval and payment of this invoice by the District, the District shall be under no further obligation to the Consultant, monetarily or otherwise.

6. INDEPENDENT CONTRACTOR

The Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of him pursuant to the terms of this Agreement. The Consultant shall be liable for any act or acts of its own, or its agents or employees, and nothing contained herein shall be construed as creating the relationship of employer and employee

between the District and the Consultant or its agents and employees. The Consultant shall also complete and file with the District the attached W-9 form.

7. MODIFICATION OF AGREEMENT

The parties may amend this Agreement in writing by mutual consent. Changes, including any increase or decrease in the amount of the Consultant's compensation, shall only be effective upon the execution of a duly authorized written amendment to this Agreement.

8. SUBCONTRACTING

The Consultant is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement unless such subcontracting is agreed to in writing and executed in the same manner as this Agreement. No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party of this Agreement, and violation of this provision shall confer no rights on any party and shall be void.

9. ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION

Should any question arise as to the meaning and intent of the Agreement, the matter shall, prior to any action or resort to any other legal remedy, be referred to the Superintendent who shall decide the true meaning and intent of the Agreement.

10. BANKRUPTCY

In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party, this Agreement shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

11. CONSULTANT'S DEFAULT

Failure or refusal of the Consultant to perform or do any act herein required shall constitute default. In the event of any default, in addition to any other remedy available to the District, the District may terminate this Agreement pursuant to the terms of Section 6a herein. Such a termination shall not waive any other legal remedies available to the District.

12. CONFLICT OF INTEREST

Consultant understands and certifies that it does not know of any facts which constitute a violation of the California Political Reform Act, which states in part: "[N]o public official at any level of state or local government shall make, participate in making or in any way attempt to use its official position to influence a governmental decision in which he/she knows or has reason to know he/she has a financial interest." (California Government Code Section 87100 et seq.)

Consultant also hereby certifies that no current Board member or employee of the San Francisco Unified School District, and no one who has been a Board member or an employee of the District within the last two years, has participated in bidding, selling or promoting this Agreement. Furthermore, Consultant certifies that no such current or former Board member or employee will derive any compensation, directly or indirectly, from this Agreement. Consultant understands that any violation of this provision of the Agreement shall make the Agreement voidable by the District.

13. SEVERABILITY

If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

14. AGREEMENT MADE IN CALIFORNIA

This Agreement shall be deemed to be executed in, and shall be construed in accordance with, the laws of the State of California.

15. INDEMNIFICATION

A. With respect to professional services to be provided under this Agreement, the Consultant shall indemnify and hold harmless the San Francisco Unified School District, agents, and employees from and against any and all actions, claims, damages and losses, including attorney's fees that may arise out of Consultant's negligent acts, errors, or omissions caused by the Consultant.

B. With respect to claims arising under Consultant's general liability coverage, the Consultant shall indemnify and hold harmless the San Francisco Unified School District, its agents, and employees from and against any actions, claims, damages or loss, including attorney's fees that may arise out of Consultant's activities in the performance of its services under this Agreement.

C. The Consultant shall indemnify and save harmless the District, its officers, agents, employees and members of the Board of Education from any claims, loss, damage, injury and liability of every kind, nature and description that may at any times arise from any infringement of any patent right, copyright, trade secret or any other proprietary right or trademark by any of Consultant's officers, employees and/or agents by use or articles or services in the performance of this Agreement

16. INSURANCE

a. The Consultant shall procure and maintain during the term of this Agreement the following insurance:

(1) Comprehensive General Liability Insurance with limits not less than \$1,000,000.00 (one million dollars) each occurrence combined Single Limit for Bodily Injury and Property Damage.

(2) Comprehensive or Business Automobile Liability Insurance with limits not less than \$1,000,000.00 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for Owned, Non-owned and Hired Vehicles, as applicable.

(3) Workers' Compensation Insurance, with Employer's Liability limits not less than \$1,000,000.00 (one million dollars) each accident.

(4) Professional Liability (E & O) Insurance with limits not less than \$1,000,000.00 (one million dollars) each occurrence.

If any policies are written on a claims-made form, Consultant agrees to maintain such insurance continuously in effect for three years following completion of this Agreement or extend the period for reporting claims for three years following the completion of this Agreement, such that occurrences which take place during the Agreement period shall be insured for three years following completion of the Agreement.

b. The General Liability and Comprehensive Automobile Liability Insurance shall be endorsed to provide the following:

(1) Name as additional insureds the San Francisco Unified School District, its Board, officers and employees.

(2) That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement and that insurances apply separately to each insured against whom claim is made or suit is brought.

(3) Thirty (30) days advance written notice to the District of cancellation, non-renewal or reduction in coverage.

The Consultant shall provide the District with the appropriate certificate(s) of insurance prior to commencing performance. The Consultant shall also be obligated to notify the District in writing at least 30 (thirty) days in advance of any cancellation, non-renewal or reduction of any of its insurance policies required under this Agreement. Consultant also understands and agrees that the District may withhold payment for services performed for any violations of the insurance provisions of this Agreement.

## 17. NON-DISCRIMINATION

Consultant agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender identity, AIDS/ARC/HIV status, or disability, in its performance under this Agreement. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services, and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to persons with disabilities. Contractor agrees not to discriminate against persons with disabilities in the provision of services, products, benefits, or activities provided in the Contract of Agreement, and further agrees that any violation of this prohibition on the part of the Contractor shall constitute a material breach of the Contract or Agreement.

18. CRIMINAL BACKGROUND CHECKS

Consultant agrees to comply with Education Code Section 45125.1, et seq. concerning fingerprinting employees and conducting criminal background checks through the California Department of Justice. The District is extending this requirement to all types of consultants if they are deemed to have more than limited contact with District students. The consultant shall assume all expenses associated with these background checks and shall immediately remove any employee or agent from District property who has been arrested or convicted of any serious or violent felony, as defined by the California Penal Code Sections 667.5 and 1192.7.

The District shall be the final arbiter of what constitutes "limited contact." The District may also, in its sole discretion, waive these provisions if it determines that emergency or exceptional circumstances exist which threaten student or staff safety if the work is delayed pending clearance. The Consultant's violation of this section shall constitute a default under Section 12 herein.

19. PROPRIETARY INFORMATION OF DISTRICT

The Consultant understands and agrees that, in its performance under this Agreement or in contemplation thereof, the Consultant may have access to private or confidential information which may be owned or controlled by the District and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District, its employees or students. The Consultant also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Consultant to civil liability. Consequently, Consultant agrees that all information disclosed by the District to the Consultant shall be held in confidence and used only in performance of the Agreement. The Consultant shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

20. NOTICES TO THE PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered as follows:

TO THE DISTRICT: San Francisco Unified School District

ATTN: XXXXX

135 Van Ness Avenue Room 207

San Francisco, CA 94102

TO THE CONSULTANT: XXX LANDSCAPE ARCHITECTS

XXXXX Street

XXXXX, CA 9XXXX

(XXX) XXX-XXXX

21. WAIVER

Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

22. ASSIGNMENT

It is understood and agreed that the services to be performed by the Consultant are personal in character and neither this Agreement nor any duties or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the District.

23. OWNERSHIP OF THE RESULTS

Any interest of the Consultant in studies, reports, memoranda, computation sheets or other documents prepared by the Consultant in connection with services to be performed under this Agreement shall become the property of and will be transmitted to the District. However, the Consultant may retain and use copies for reference and as documentation of its experience and capabilities, but only to the extent Consultant's use does not violate Section 18 of this Agreement.

24. AUDIT AND INSPECTION OF RECORDS

The Consultant agrees to maintain and make available to the District accurate books and accounting records relative to its activities under this Agreement. The Consultant will permit the District to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all

invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. The Consultant shall maintain such data and records in an accessible location and condition for a period of not less than three years after a final payment under this Agreement or until after final audit has been completed, whichever is later.

25. SECTION HEADINGS

The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

26. ENTIRE AGREEMENT

The entire Agreement between the parties is included herein and no warranties, expressed or implied, representations, promises, or statements have been made by either party unless endorsed herein in writing, and no change or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the year and date first above written.

Resolution #: XXX-XXXXX

\_\_\_\_\_  
CONSULTANT

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_

\_\_\_\_\_  
Joseph Grazioli  
Chief Financial Officer

\_\_\_\_\_  
David Goldin  
Chief Facilities Officer

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Legal Counsel, SFUSD

**San Francisco Unified School District  
 Consultant/Independent Contractor Agreement  
 Criminal Background Check**

Name of Independent Consultant/Contractor:	
Services performing under the Agreement:	
Schools/Locations where services are being performed:	
Total amount to be paid by the District under this Agreement:	
Term of Agreement:	
<i><b>Check the applicable box and fill in any blanks.</b></i>	
1.	I certify that none of my employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement
2A.	The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B.	I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately. "

\_\_\_\_\_  
 Consultant's Signature      Date

\_\_\_\_\_  
 Administrator's Signature      Date

\_\_\_\_\_  
 Printed name of Consultant

*David Goldin, Chief Facilities Officer*  
 \_\_\_\_\_  
 Printed name of Administrator

## RFQ Score Sheet

CRITERIA	TOTAL POSSIBLE POINTS VALUES
<b>Section 1 - Cover Letter</b>	
Design Team Overview - What sets team apart from others?	5
<b>Sub-total</b>	<b>5</b>
<b>Section 2 - Professional Qualifications /Relevant Experience</b>	
Firm's understanding of Master Planning/LA/Design services required for these projects and outline/description that clearly demonstrates the firm or team's specific expertise in areas outlined in RFQ.	15
Firm's professional qualifications, certifications and licenses	10
Relevant Experience: 5 clients listed with contact information, project description, project duration, original budget/schedule, final cost & completion date, project photos	15
<b>Sub-Total</b>	<b>40</b>
<b>Section 3 - Agency, Relevant Code &amp; ADA Experience</b>	
Discuss your design team's experience over the last five (5) years with:	
Division of State Architect	2
California Building Code including Title 24, Cal Code of Regs	4
ADA	4
<b>Sub-Total</b>	<b>10</b>
<b>Section 4 - Project Staffing</b>	
Design Team Member One Paragraph Resumes	8
Discuss approach to staffing, sub-consultant management of delivery of high-quality services while managing multiple projects.	8
Hourly Rate for each team member + other project costs	7
Estimated Number of hours associated with each project phase	7
<b>Sub-Total</b>	<b>30</b>
<b>Section 5 - Insurance</b>	
Provide copies of relevant, current insurance coverage certificates from design team carrier(s)	
Workers Comp (\$1 Million)	1
General Liability (\$1 Million/occurrence)	1
Auto Insurance (\$1 Million/occurrence)	1
Professional Liability (E&O) Insurance (\$1 Million/claim, \$2 Million aggregate)	1
<b>Sub-total</b>	<b>5*</b>
<b>Section 6 - Prior Claims</b>	
Provide statement describing any and all claims -both insured and uninsured- that your design team has paid in the past 3 years.	5
Signature of officer or principal of each firm "team member" accompanied by statement "Under penalty of disbarment I certify that this information is complete and accurate."	5
<b>Sub-total</b>	<b>10</b>
<b>Grand Total</b>	<b>100</b>

\* if all four (4) types of insurance certificates are provided, the design team will receive five (5) points

## FEE PROPOSAL TEMPLATE

School Name: \_\_\_\_\_ Greening Project

### **MASTER PLANNING PHASE**

- Project Start-up, Research & Coordination: \$ \_\_\_\_\_
- Community Planning Process \$ \_\_\_\_\_
- Master Planning Report<sup>4</sup>: \$ \_\_\_\_\_

MASTER PLANNING PHASE SUBTOTAL: \$ \_\_\_\_\_

### **DESIGN PHASE<sup>1</sup>**

- Schematic Design: \$ \_\_\_\_\_
- Design Development: \$ \_\_\_\_\_
- Construction Documents: \$ \_\_\_\_\_
- Architectural Consultant Costs (DSA related design) \$ \_\_\_\_\_

DESIGN PHASE SUBTOTAL: \$ \_\_\_\_\_

### **CONSTRUCTION PHASE**

- Construction Bid & Procurement<sup>2</sup>: \$ \_\_\_\_\_
- Construction Administration: \$ \_\_\_\_\_
- Project Close-out, Warranty and Record Drawings<sup>3</sup>: \$ \_\_\_\_\_

CONSTRUCTION PHASE SUBTOTAL: \$ \_\_\_\_\_

\_\_\_\_\_ **TOTAL CONTRACT AMOUNT:** \$ \_\_\_\_\_

(SCHOOL NAME)

**Notes:**

1. Maximum value is 70% of the combined Design Phase and Construction Phase contract amount
2. Maximum value is 5% of the combined Design Phase and Construction Phase contract amount
3. Minimum value is 5% of the combined Design Phase and Construction Phase contract amount
4. Minimum value is 15% of the Master Planning Phase contract amount

# California Disabled Veteran Business Enterprise Program Requirements

(REV. 9-15-03)

**AUTHORITY.** The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for state contracts is established in Public Contract Code (PCC), Section 10115 et seq., Military and Veterans Code, Section 999 et seq. and California Code of Regulations, Title 2 (2CCR), Section 1896.60 et seq.

**The minimum DVBE participation percentage is 3% for this solicitation unless another percentage is specified in the solicitation.**

**INTRODUCTION.** The bidder must document at least one of the options (A, B or C) in this document to comply with this solicitation’s DVBE program requirements. Bids or proposals (hereafter called “bids”) that fail to fully document one of the DVBE program requirements options shall be considered non-responsive and ineligible for award.

All information submitted by the intended awardee to comply with this solicitation’s DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation with this information in accordance with the requirements of the Public Contract Code, Section 10115, et seq. and the Military and Veterans Code, Section 999 et seq. and follow the investigatory procedures required by the California Code of Regulations, Section 1896.80.

Only State of California, Office of Small Business and DVBE Certification certified DVBEs who perform a commercially useful function relevant to this solicitation may be used to satisfy the DVBE program requirements. The criteria for performing a commercially useful function are contained on page 5, Resources & Information and California Code of Regulations, Title 2, Section 1896.61(l). Verify each DVBE subcontractor’s/supplier’s certification with the Office of Small Business and DVBE Certification Section to ensure DVBE eligibility.

<b>To meet the DVBE program requirements, bidders must complete and fully document at least one of the following compliance options:</b>
<b>Option A - Commitment to full DVBE participation</b> - For a bidder who is a DVBE or who is able to meet the commitment to use identified DVBE(s) to fulfill the full DVBE participation goal.
<b>Option B - Good Faith Effort</b> - For a bidder documenting its completed effort, made prior to the bid due date, to obtain DVBE participation that may result in partial or no DVBE participation.
<b>Option C - Business Utilization Plan</b> - For a bidder using an annual plan (subject to approval) to satisfy DVBE participation requirements. Applies only to solicitations for goods and information technology.

**PLEASE READ ALL INSTRUCTIONS CAREFULLY.** These instructions contain information about the DVBE program requirements, bidder responsibilities, and requirements for performing and documenting each of the three available options as detailed below. Bidders are responsible for thorough review and compliance with these instructions. Document your option selection on the attached STD Form 840, Documentation of Disabled Veteran Business Enterprise Program Requirements.

**OPTION A – COMMITMENT** -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 or A2. Bidders must document DVBE participation commitment by completing and submitting the attached STD 840. Failure to complete and submit STD 840 (Side 1) as instructed shall render your bid non-responsive.

The bidder must provide, prior to contract award, a written agreement signed by the bidder and each proposed DVBE subcontractor. The written agreement will include the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, total amount of contract to be paid to the DVBE, and the percentage of the entire contract that will be awarded to the DVBE, with each DVBE subcontractor. If this information is contained in the bidder's DVBE written agreement of intent, the agreement may be attached to the STD 840. If further verification is necessary, the state will obtain additional information to verify the above requirements.

**Method A1. Certified DVBE bidder:**

- a. Commit to performing at least 3% of the contract bid amount (unless otherwise specified) with your firm or in combination with other DVBE(s).
- b. Document DVBE participation on STD 840 (Side 1) and attach a copy of all applicable certifications.
- c. A DVBE bidder working in combination with other DVBEs shall be requested to submit proof of its commitment by submitting a written agreement with the DVBE(s) identified in its bid's STD 840. When requested, the written agreement must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the requested written agreement as specified may be grounds for bid rejection.

**Method A2. Non-DVBE bidder:**

- a. Commit to using certified DVBE(s) for at least 3% (unless otherwise specified) of the bid amount.
- b. When a bidder commits to less than the required 3% DVBE participation or its commitment may fall below 3% if specific line items/groups are not selected for award, then Option B, Good Faith Effort must be completed in addition to Option A, Commitment.
- c. Document DVBE participation on STD 840 (Side 1) and attach a copy of the DVBE's certification.
- d. Prior to contract award, a bidder is to submit proof of their commitment by submitting a written agreement with the DVBE(s) identified in its bid's STD 840. The awarding department contracting official named in this solicitation will contact each listed DVBE, by mail, fax or telephone, for verification of the bidder's submitted DVBE information. The written agreement must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written agreement as specified may be grounds for bid rejection.

**OPTION B – GOOD FAITH EFFORT (GFE)** performance and documentation requirements must be completely satisfied prior to bid submission if you are unable to obtain and commit to the full DVBE participation percentage goal (Option A) and do not exercise Option C. Perform and document the following Steps 1 through 5 on both sides of the attached STD 840 form. Failure to perform and document GFE Steps 1 through 5 as instructed, which includes properly completing and submitting both sides of STD 840, shall result in your bid being deemed non-responsive. Step 3, Advertisement, is required unless specifically waived for this solicitation due to time limits imposed by the awarding department.

**Step 1 Awarding Department** - Contact the department's contracting official named in this solicitation to identify interested DVBEs. You must fully document this contact and describe the results on STD 840 (Side 2).

**Step 2 Other State and Federal Agencies, and Local Organizations**

**STATE** Contact the Department of General Services, Procurement Division's (DGS-PD) Office of Small Business and DVBE Certification (OSDC) to obtain a list of certified DVBEs by telephone at (916) 322-5060 for the 24-hour automated telephone system or (916) 375-4940 for the receptionist during normal business hours. This information can also be obtained by searching the online database at <http://www.pd.dgs.ca.gov/smbus>. Begin by selecting Certified Firm Inquiry Services, then search by using either the Keyword Search or the Standard Query options. You must fully document this contact and describe the results on STD 840 (Side 2).

**FEDERAL** Search the U.S. Small Business Administration's (SBA) online database (Pro-Net) at <http://www.pro-net.sba.gov> to identify potential DVBEs. Select these minimum options in the following sequence: select Search Database; select CA under "State"; select Service Disabled Veteran under "Other Ownership Data"; and "Search Using These Criteria" at the page bottom. The database takes a few moments to query, and then your list will appear on your screen. You may select other criteria to focus your search. You must fully document this contact and describe the results on STD 840 (Side 2).

**LOCAL** Contact at least one local DVBE organization to identify DVBEs. For a list of local DVBE organizations, please refer to the DVBE Resource Packet that may be accessed online (<http://www.pd.dgs.ca.gov/smbus> - select "DVBE Resource Packet") or obtain a hardcopy by requesting it from DGS-PD Office of Small Business and DVBE Outreach and Education (see the Resources & Information page). You must fully document your contact with local DVBE organizations and describe the results on STD 840 (Side 2).

**Step 3 Advertisements** are mandatory unless waived by the awarding department.

**CONTENT REQUIREMENTS:** Include all of the following in your advertisement(s): (1) company name; (2) contact name; (3) address; (4) telephone and facsimile (if applicable) numbers; (5) e-mail address (if applicable); (6) the state's solicitation number(s); (7) goods and/or services for which the state is soliciting; (8) the location of the work to be performed; and (9) the State's bid(s) due date and/or your due date for receiving DVBE responses.

**HOW MANY & WHERE TO PUBLISH:** Bidders must publish two (2) ads, one (1) each in a trade paper and a DVBE focus paper unless the paper is dual purpose (fulfilling both trade and focus requirements as defined in California Code of Regulations, Title 2, Section 1896.61(k)), in which case one (1) ad is acceptable. Please see the DVBE Resource Packet for a list of acceptable publications.

**WHEN:** Ads must be published after the solicitation's release date and at least 14 days prior to the bid due date, unless a different time period is expressly established in this solicitation.

**DOCUMENT & SUBMIT:** On STD 840 (Side 2), document the publication name(s) in which you published advertisement(s), the contact name and phone number, and date of publication. Include a copy(ies) of the advertisement(s) with your bid.

#### **Step 4 Invitations to Participate**

**WHO:** Invite (solicit) DVBEs who can provide relevant goods and/or services to this solicitation to subcontract with you. Conducting Steps 1 through 3 produces a list of DVBEs from which you may choose potential DVBEs subcontractors/suppliers to contact. Bidders are advised to contact as many DVBEs (who provide relevant goods and/or services in the applicable location(s)) as possible. Non-California-certified DVBEs are not eligible -- please refer those DVBEs to the OSDC to learn about certification (see the Resources & Information page for contact information).

**FOR WHAT:** Solicit DVBEs for goods and/or services relevant to the state's solicitation. If you are unable to identify specific portion(s) of the proposed contract to subcontract, the state encourages bidders to avoid making a predetermination that no DVBEs are able to perform without first contacting and soliciting participation from them. This allows DVBEs to respond whether they can or cannot provide any goods or services related to the solicitation, and provides a bidder with responses for consideration.

**HOW TO INVITE & CONTENT REQUIREMENTS:** Written invitations are required. At a minimum, invitations must contain all of the following: (1) company name; (2) contact name; (3) address; (4) phone and facsimile (if applicable) numbers; (5) return e-mail address (if applicable); (6) the state's solicitation number; (7) goods and/or services for which the state is soliciting; (8) location of work; and (9) the State's bid(s) due date and/or your due date for receiving DVBE responses.

**WHEN:** Provide DVBE's with a reasonable time period to receive and respond to your invitation, and to be considered by you for participation as described in Step 5, prior to your bid submission.

**DOCUMENT & SUBMIT:** Bidders must document the completed contacts on STD 840 (Side 1), Section A. Attach additional copies of STD 840A as necessary to list your DVBE contacts. You are required to attach a copy of: (1) each invitation or offer sent by letter, fax or e-mail; and (2) confirmation of transmittal or delivery. Your bid shall be considered non-responsive if it fails to include copies of the written invitations and delivery confirmations.

**Step 5 Consider all responding DVBEs** for contract participation. Consideration must be based on business needs for the contract and the same evaluation criteria must be applied to each potential DVBE subcontractor/supplier offering the same goods and services. You must document on STD 840 (Side 1), Section A any firm(s) selected for participation; or if not selected, the reason for non-selection. Attach additional copies of STD 840A as necessary to list all of your DVBE contacts.

**OPTION C – THE DVBE BUSINESS UTILIZATION PLAN** (BUP) option permits bidders to submit an approved DVBE BUP to satisfy DVBE participation solicitation requirements up to 3%. **DVBE BUPs apply only to solicitations for goods and information technology (IT) goods and services.** DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts in the State, not just those with the State. DVBE BUPs must be submitted to and approved by the DGS-PD prior to the bid due date. Please call the DGS-PD, Office of Small Business and DVBE Outreach and Education for assistance. Bidders choosing this option must properly complete and submit STD 840 (Side 1) and include a copy of its approval letter with the bid; failure to submit these documents shall render your bid non-responsive.

## RESOURCES AND INFORMATION

For assistance in preparing a responsive participation document, **contact the contracting official at the awarding department for this solicitation.** In accordance with Public Contract Code Section 10115.2(b)(3), bidders must advertise in trade and focus publications unless the requirement is waived. The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in meeting these contract requirements. To obtain this list, please contact the DGS-PD Office of Small Business and DVBE Outreach and Education and request the "DVBE Resource Packet."

**U.S. Small Business Administration (SBA)**  
*Internet contact only – see instructions for website navigation*  
 PRONET Database: <http://www.pro-net.sba.gov>

**FOR:**  
**Service-Disabled Veteran-owned businesses in California**  
 (Remember to verify each DVBE's California certification.)

**Local Organizations** (see the DVBE Resource Packet available from DGS-PD DVBE Program Section listed below)

**FOR:**  
**List of potential DVBE subcontractors**

**DGS-PD Office of Small Business and DVBE Certification (OSDC)**  
 707 Third Street, Room 400, West Sacramento, CA 95605  
 Website: <http://www.pd.dgs.ca.gov/smbus>  
 24-hour automated information & document requests: (916) 322-5060  
 Receptionist: (916) 375-4940  
 Fax: (916) 375-4950

**FOR:**  
**Directory of Certified DVBEs Certification Applications Certification Information Certification Status, Concerns**

**DGS-PD Office of Small Business and DVBE Outreach and Education**  
 707 Third Street, 2<sup>nd</sup> Floor, West Sacramento, CA 95605  
 Voice, 8 am—5 pm: (800) 559-5529  
 Fax: (916) 375-4597

**FOR:**  
**DVBE Program Participation Requirements DVBE Program Info. and Statewide Policy DVBE Resource Packet DVBE Business Utilization Plan Small Business/DVBE Advocates**

### Advertisement Format Example

This example offers a suggested format that includes required information outlined in Option B, Good Faith Effort, Step 3. You can substitute the applicable information for the bolded, italicized words.

DVBEs are invited to participate as a potential subcontractor/supplier to perform a commercially useful function specific to ***DGS' IFB No. 12345*** for ***fencing materials in Chowchilla.***  
***DVBE responses due to me 1/1/02;***  
***Bids due to the State 1/15/02.***

Contact: ***ABC Company***  
***Jane Doe, General Manager***  
***123 Main Street, Sacramento, CA 95814***  
 voice: ***555/555-5555***; fax: ***555/555-5556***  
 or e-mail: ***jane.doe@abcco.com***

### Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):  
 The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of Section 1896.61(f); is certified in accordance with Section 1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function. A DVBE contractor, subcontractor or supplier is considered performing a commercially useful function when it meets the following criteria:

- (1) The business concern is: responsible for the execution of a distinct element of the work of the contract; carrying out its obligation by actually performing, managing or supervising the work involved; and performing work that is normal for its business services and functions, and
- (2) The business concern is not further subcontracting a greater portion of the work than would be expected by normal industry practices.

# DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

STD 840 (REV. 9-15-2003)

**Designation Of Option** Check the appropriate box(es) to indicate the option(s) with which you choose to comply, complete the applicable sections and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements.

- OPTION A – I commit to meeting the full DVBE contract participation requirement.**  
Complete STD 840, Section A.
- OPTION B – I performed and documented a Good Faith Effort (GFE) in an attempt to obtain DVBE participation.**  
Complete STD 840, Section A (for GFE Steps 4 & 5) and STD 840 (REVERSE), Section B (for GFE Steps 1–3).
- OPTION C – I submit a copy of my firm’s “Notice of Approved DVBE Business Utilization Plan.”**

**A. Full information must be provided.**

**For contract participation commitment**, at least one DVBE must be listed. DVBEs must perform a commercially useful function. List the specific goods and/or services with the dollar and/or percentage value(s) that the DVBE(s) commit(s) to provide and the DVBE’s tier (prime contractor = 0, subcontractor to prime contractor = 1, subcontractor to Tier 1 subcontractor = 2, etc.). If both the estimated dollar amount and percentage are listed, the higher value supercedes. Attach additional pages to list all other DVBE subcontractors/suppliers (you may use STD 840A). During contract performance, all requests for substituting named DVBEs must be made in accordance with the provisions of California Code of Regulations, Title 2, Section 1896.64(c).

**For Good Faith Effort (GFE)**, use this section to document your first completed contacts with (Step 4), and consideration of (Step 5), relevant DVBEs. Business reasons for non-selection must be documented. Attach additional pages to list all other DVBE contacts (you may use STD 840A). Copies of all written invitations and delivery confirmations must also be attached and submitted with the bid.

BOTH SECTIONS MUST BE COMPLETED FOR GOOD FAITH EFFORT AT LEAST ONE DVBE MUST BE NAMED FOR PARTICIPATION	Date Contacted / /	DVBE Company Name (If you are the Prime and a DVBE enter your name, otherwise enter the solicited subcontractor.)		
	DVBE Contact Name & Reference #	Telephone Number ( )	Fax Number ( )	E-mail (if available)
	Street Address, City, State and Zip Code			
	<input type="checkbox"/> <b>Yes, I am, or I will subcontract with, the listed DVBE to provide the following goods and/or services:</b>			
	Specific Goods and/or Services		Estimated \$ and/or % \$ / %	Tier
	OR	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		
	<hr/>			
	Date Contacted / /	DVBE Company Name		
	DVBE Contact Name	Telephone Number ( )	Fax Number ( )	E-mail (if available)
Street Address, City, State and Zip Code				
<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>				
Specific Goods and/or Services		Estimated \$ and/or % \$ / %	Tier	
OR	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>			

**ATTACH ADDITIONAL PAGES (OR USE STD 840A) TO LIST ALL OTHER DVBE CONTACTS**

Go to Side 2, Section B to continue Good Faith Effort documentation ⇨

**ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS**

STD 840A (EST. 9-15-2003)

**B. Documentation of Good Faith Effort Steps 1, 2 and 3**—Remember to carefully read all instructions prior to completing this form. Please refer to the Resources & Information page for detailed contact information and a sample advertisement format.

**STEP 1. Contact the Awarding Department** (the contracting official, unless another contact is specified) to identify potential DVBE subcontractors/suppliers, **and document this contact as required.**

Date / /	Contact Name	Telephone Number ( )
Describe Result		

**STEP 2. Contact all of the following and document your contacts as required:** Other state and federal agencies and local organizations to identify potential DVBE subcontractors/suppliers.

**Other State Agency** – Procurement Division, Office of Small Business and DVBE Certification (Certification Office)

PHONE CONTACT <b>OR</b> ONLINE SEARCH	Date / /	Telephone Number <b>(916) 322-5060</b> <b>(916) 375-4940</b>	Contact Name	<input type="checkbox"/> I contacted the Certification Office for a list of California certified DVBEs.
	Date / /	Internet Address <b>http://www.pd.dgs.ca.gov/smbus</b>		<input type="checkbox"/> I searched the Certification Office's online database to identify California certified DVBEs.
Describe Result				

**Federal Agency** – U.S. Small Business Administration (SBA) online database

Date / /	Internet Address <b>http://www.pro-net.sba.gov</b>	<input type="checkbox"/> I searched the federal online database for California DVBEs.
Describe Result		

**Local DVBE Organizations** – Contact at least one local DVBE organization—refer to the DVBE Resource Packet for a list of acceptable contacts. (<http://www.pd.dgs.ca.gov/smbus> - select “DVBE Resource Packet” )

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address ( ) <a href="http://www">http://www</a> .
Describe Result			

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address ( ) <a href="http://www">http://www</a> .
Describe Result			

**STEP 3. Publish advertisements:** Two (2) advertisements: One (1) ad in an accepted trade paper; and one (1) ad in an accepted DVBE focus paper (please see the DVBE Resource Packet for a list of all accepted publications); unless the paper is dual purpose (fulfilling both trade and focus requirements), in which case one (1) ad is acceptable. **Document this step as required and remember to attach a copy of your advertisement(s).**

<b>Focus Paper Name</b> (list full name)	Contact Name	Telephone Number ( )
Address		Date Ad Published / /
<b>Trade Paper Name</b> (list full name)	Contact Name	Telephone Number ( )
Address		Date Ad Published / /
<input type="checkbox"/> I certify the ad was placed to reach both trade and focus audiences through this one publication.		
<b>Trade and Focus Paper Name</b> (list full name)	Contact Name	Telephone Number ( )
Address		Date Ad Published / /

**ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS**

STD 840A (EST. 9-15-2003)

***This document may be used as a continuation from Section A, STD 840 (REV. 9-15-2003)***

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ( )	Fax Number ( )	E-mail (if available)
Street Address, City, State and Zip Code			

<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>			
Specific Goods and/or Services		Estimated \$ and/or % \$ / %	Tier
OR <input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>			

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ( )	Fax Number ( )	E-mail (if available)
Street Address, City, State and Zip Code			

<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>			
Specific Goods and/or Services		Estimated \$ and/or % \$ / %	Tier
OR <input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>			

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ( )	Fax Number ( )	E-mail (if available)
Street Address, City, State and Zip Code			

<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>			
Specific Goods and/or Services		Estimated \$ and/or % \$ / %	Tier
OR <input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>			

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ( )	Fax Number ( )	E-mail (if available)
Street Address, City, State and Zip Code			

<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>			
Specific Goods and/or Services		Estimated \$ and/or % \$ / %	Tier
OR <input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>			

**ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS**

STD 840A (EST. 9-15-2003) (REVERSE)

Date Contacted / /	DVBE Company Name
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DVBE Contact Name	Telephone Number ( )	Fax Number ( )	E-mail (if available)
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Street Address, City, State and Zip Code

<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>			
Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier	

OR  **No, I am unable to subcontract with the DVBE for the following business reasons:**

Date Contacted / /	DVBE Company Name
-----------------------	-------------------

DVBE Contact Name	Telephone Number ( )	Fax Number ( )	E-mail (if available)
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Street Address, City, State and Zip Code

<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>			
Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier	

OR  **No, I am unable to subcontract with the DVBE for the following business reasons:**

Date Contacted / /	DVBE Company Name
-----------------------	-------------------

DVBE Contact Name	Telephone Number ( )	Fax Number ( )	E-mail (if available)
-------------------	-------------------------	-------------------	-----------------------

Street Address, City, State and Zip Code

<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>			
Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier	

OR  **No, I am unable to subcontract with the DVBE for the following business reasons:**

Date Contacted / /	DVBE Company Name
-----------------------	-------------------

DVBE Contact Name	Telephone Number ( )	Fax Number ( )	E-mail (if available)
-------------------	-------------------------	-------------------	-----------------------

Street Address, City, State and Zip Code

<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>			
Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier	

OR  **No, I am unable to subcontract with the DVBE for the following business reasons:**

# DVBE Program Requirements Supplier Checklist (REV. 9-15-2003)

Please do not submit this checklist with your bid. It is provided for your use only. Checking every box of your elected compliance option does not guarantee that your bid will be evaluated compliant.

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## OPTION A: COMMITMENT TO DVBE CONTRACT PARTICIPATION

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- STD 840 included with bid
- DVBE Written Agreement
- Designated the Commitment Option – Checked the first box
- Listed at least one California certified DVBE subcontractor
- Checked the box(es) for “Yes ...”
- Listed specific goods and/or services DVBE(s) agrees to provide
- Proposed DVBE contract performance is a “commercially useful function” relevant to the contract
- Listed the estimated dollar amount and/or percentage of contract for the DVBE’s participation
- Proposed DVBE participation meets the 3% requirement (unless a different percentage is specified)
- Attached a copy of the DVBE’s certification letter from the Department of General Services

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## OPTION B: GOOD FAITH EFFORT (GFE)

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- STD 840 included with bid
- Designated the GFE Option – Checked the second box
- (Step 4) Listed all DVBEs contacted and invited to perform on the proposed contract
  - Confirmed that listed DVBEs are California certified
  - Attached copies of the invitations sent to the listed DVBEs
  - Invitations included the required contact information
  - Attached copies of the delivery confirmations for invitations to DVBEs (e.g. mail receipts, fax confirmations, etc.)
- (Step 5) Checked the “No” boxes and listed the business reasons for non-selection of DVBEs contacted
- (Step 1) Contacted the Awarding Department and listed contact and results
- (Step 2) Contacted Other State agency (Office of Small Business and DVBE Certification) and listed the contact and results
- (Step 2) Searched the Federal Pro-net internet database and noted the results
- (Step 2) Contacted Local DVBE Organization(s) and listed the contact and results
- (Step 3) Advertised – IF NOT WAIVED
  - Listed full information for the advertisement(s) and publication(s)  
[2 ads in one trade and in one DVBE focus publication; **OR** 1 ad in one dual-purpose publication]
  - Attached a copy of the advertisement(s)
  - The advertisement(s) were published at least 14 days prior to the bid due date
  - The advertisement(s) included my required contact information

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## OPTION C: BUSINESS UTILIZATION PLAN (BUP)

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- Prior to the bid due date** -- Submitted a BUP to DGS-PD and received approval
- STD 840 included with bid
- Designated the BUP Option – Checked the third box
- Attached a copy of the BUP Approval letter from DGS-PD