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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Lance Jackson, Interim Deputy Chief
Jacqueline Minor, General Counsel

Board Meeting Date August 12, 2015

Subject **Authorizing The Creation of A Pool of Architectural Firms Qualified To Be Assigned Small and/or Limited Scope Measure J Capital Projects**

Action Requested **Adoption of Resolution No. 1516-0001 Authorizing The Creation of A Pool of Architectural Firms Qualified To Be Assigned Small and/or Limited Scope Measure J Capital Projects**

Background In January 2015, the District issued a request for qualifications for architectural services for various projects under \$5 million dollars. The purpose of the RFQ was to create a pool of firms which the District can assign small and/or limited scope projects. The RFQ required that the selected firms have strong public school design background and experience involving deferred maintenance projects, modernizations, new construction and projects that address ADA compliance, and have demonstrated knowledge of the Division of State Architecture procedures and requirements and public contract administration.

Discussion District Facilities Staff selected and recommends to the Board twelve architectural firms to be a part of the of architectural pool.

Recommendation **Adoption of Resolution No. 1516-0001 Authorizing The Creation of A Pool of Architectural Firms Qualified To Be Assigned Small and/or Limited Scope Measure J Capital Projects**

Fiscal Impact Measure J – amount to be a part of project budgets



Attachment

Resolution No. 1516-0001

RFQ

List of Approved Architectural Firms

**RESOLUTION NO. 1516-0001
OF THE
BOARD OF EDUCATION OF
OAKLAND UNIFIED SCHOOL DISTRICT**

**Authorizing The Creation of A Pool of Architectural Firms Qualified To Be Assigned
Small and/or Limited Scope Measure J Capital Projects**

WHEREAS, on January 9, 2015, the Oakland Unified School District (the District) issued a request for qualifications for architectural services for various projects under \$5 million dollars;

WHEREAS, the purpose of the RFQ was to create a pool of firms which the District can assign small and/or limited scope projects;

WHEREAS, the RFQ required that the selected firms have strong public school design background and experience involving deferred maintenance projects, modernizations, new construction and projects that address ADA compliance;

WHEREAS, the RFQ required that the firms have demonstrated knowledge of the Division of State Architecture procedures and requirements and public contract administration;

WHEREAS, interested firms submitted proposals to the District's Facilities Department;

WHEREAS, the full RFQ, as amended, is attached to this Resolution;

WHEREAS, District Facilities Staff selected and recommends to the Board the creation of a pool of architectural firms that will be available to be assigned small and/or limited scope Measure J Capital Projects;

WHEREAS, District Facilities Staff selected and recommends to the Board twelve architectural firms to be a part of the pool, with said list of firms attached hereto and incorporated by reference herein;

NOW THEREFORE, the Board of Education hereby adopts Resolution No. 1516-0001 authorizing the creation of a pool of architectural firms qualified to be assigned small and/or limited scope Measure J Capital Projects

PASSED AND ADOPTED by the Board of Education of the Oakland Unified School District this 12th day of August, 2015, by the following vote, to wit:

AYES: Roseann Torres, Jumoke Hinton Hodge, Aimee Eng, Shanthi Gonzales, Vice President Jody London, President James Harris

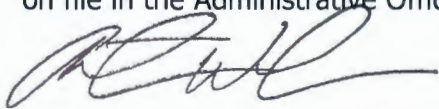
NOES: None

ABSTAINED: Nina Senn

ABSENT: None

CERTIFICATION

I, Antwan Wilson, Superintendent and Secretary of the Board of Education of the Oakland Unified School District, Alameda County, State of California, do hereby certify that the foregoing Resolution was duly approved and adopted by the Board of Education of said district at a meeting thereof held on the 12day of August, 2015 with a copy of such Resolution being on file in the Administrative Office of said District.



Antwan Wilson



Firms in the Architectural Services Pool:

Dong E. Kim, AIA, LEED AP, Principal
Byrens Kim Design Works
681 Fourth Street
Oakland, CA 94607
510 452 3224
dongk@byrenskim.com

Susannah Meek, Owner
S. Meek Architecture
3040 Twenty-Fourth Street
San Francisco, CA 94110
415 543 5505
smeek@smarchitecture.com

Dan Howard, AIA MAIBC LEED AP
Jackson Leavenworth Designs
1273 Jackson Street
San Francisco, CA 94109
415 658 1016
jacksonleavenworth@gmail.com

Brent S. McClure, AIA, Principal
Cody Anderson Wasney Architects
427 Thirteen Street
Oakland, CA 94612
510 250 1888
bmcclure@cawarchitects.com

Marcus Hibser, Principal
Hibser Yamauchi Architects, Inc.
300 Twenty-Seventh Street, Second Floor
Oakland, CA 94612
510 446 2222
mhibser@hy-arch.com

Gray Dougherty, AIA, LEED AP, Partner-in-Charge
Dougherty + Dougherty, Architects LLP
5427C Telegraph Avenue
Oakland, CA 94609
510 654 2544
grayd@ddarchitecture.com

Daniel Perez, AIA, LEED AP BD+C, Principal
Studio Perez



Department of Facilities Planning and Management

2325 Third Street, Suite 322
San Francisco, CA 94107
415 503 0329
dperez@studioperez.com

Alan Kawasaki, AIA, LEED AP BD+C, Principal
Shah Kawasaki Architects
1111 Broadway, Suite 1650
Oakland, CA 94607
510 663 6090
akawasaki@skarc.com

John S. Nelson, Architect, AIA, LEED AP
murakami/Nelson Architectural Corporation
100 Filbert Street
Oakland, CA 94607
510 444 7959
jnelson@murakaminelson.com

Dev A. Krishnan, President
KKCS
300 Lakeside Drive, Suite 220
Oakland, CA 94604
213 488 0900
dev.krishnan@kkcsworld.com

Amir Kakavand, Partner
dsk architects
926 Natoma Street, Suite 200
San Francisco, CA 94103
415 839 6418
amir@dsarch.com

David C. Bogstad, Architect & President
LCA Architects
1970 Broadway, Suite 800
Oakland, CA 94612
510 272 1060
dbogstad@lca-architects.com

Firm not in the Architectural Services Pool:

Steven Y. Kodama, FAIA
Kodama Diseno Inc.



OAKLAND UNIFIED
SCHOOL DISTRICT

510.535.2728 | 510.535.7040 fax
www.ousd.k12.ca.us

Department of Facilities Planning and Management

570 Tenth Street
Oakland, CA 94607
510 219 9961
kodamadiseno@gmail.com

G:>PDATA>RFP folder>RFP 2015>RFQ for Architectural Services

**Oakland Unified School District
Department of Facilities Planning and Management
955 High Street Oakland CA 94601**

**REQUEST FOR QUALIFICATIONS FOR
ARCHITECTURAL SERVICES – VARIOUS PROJECTS UNDER \$5 MILLION**

OAKLAND UNIFIED SCHOOL DISTRICT
MEASURE J BOND PROGRAM
January 9, 2015 (Issued / Advertised)

Responses must be received February 11, 2015, no later than 4:00 p.m.

Oakland Unified School District ("District") invites responses from qualified firms to enter into agreements with the District for architectural services associated with the construction of VARIOUS SITES WITHIN THE DISTRICT ("Projects"). The purpose of this RFQ is to create a pool of firms which the District can assign small and/or limited scope projects. At the District's sole discretion, one or more firms may be selected.

The District is seeking architectural firms with strong public school design background and experience involving deferred maintenance projects, modernizations, new construction, and projects that address the American with Disabilities Act and the California Accessibility Standards. Firms must demonstrate a thorough knowledge of the Division of the State Architect's procedures and requirements, and comprehensive experience with construction administration services in public school projects. Special emphasis will be given to firms/teams that demonstrate a proven ability to deliver these projects in a cost effective manner.

Interested firms or persons are invited to submit their qualifications/proposal as described below, with five (5) bound copies and a PDF version on one (1) USB flash drive of requested materials to:

**Oakland Unified School District
Tadashi Nakadegawa, Director
Department of Facilities Planning and Management
Oakland Unified School District
955 High Street, Oakland, CA 94601**

Questions regarding this Request for Qualifications ("RFQ") may be directed to: Colland Jang at colland.jang@ousd.k12.ca.us with a copy to: Maria Denney at mdenney@sgicm.com and Al Anderson at al.anderson@ousd.k12.ca.us

This RFQ is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFQ. The District reserves the right to reject any and all responses. The District also reserves the right to amend this RFQ as necessary. All materials submitted to the District in response to this RFQ shall remain property of the District.

G:>PDATA>RFP folder>RFP 2015>RFQ for Architectural Services

LOCAL, SMALL LOCAL AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM

On January 29, 2014, OUSD adopted a resolution amending the 2008 Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE) and increasing the mandatory local participation requirement from twenty (20%) to fifty (50%) percent for all capital program/construction related contracts and professional services agreements. As with all OUSD projects, companies must be certified by the City of Oakland in order to earn credit toward meeting the participation requirement.

The basic Local Business Utilization Policy requires that there is a mandatory fifty percent (50%) LBU participation with a 25% or less Local Business (LBE) participation and a 25% or more Small Local or Small Local Resident Business (SLBE/SLRBE) participation.

The full version of OUSD's latest Local, Small Local and Small Local Resident Business Enterprise Program can be found by going to the OUSD home page: ousd.k12.ca.us > Departments, Offices & Services Directory > Facilities Planning & Management Department > Bids and Requests for Proposals > Bidding Information > 2014 Amendment to Local Business Participation Policy

Submit a detailed description of the team's L/SL/SLRBE composition clearly indicating the name of the firms and percentages of participation on the following form ("Local Business Participation Worksheet").

LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime Consultant:

Project: OUSD Various Sites under Measure J Bond

RFQ: Architectural Services

Date:

Team Member	Projected Percent of Total Fee Per Team Member	LBE %	SLBB %	SLBR %	City of Oakland Certification Number
Prime Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
TOTAL PARTICIPATION					

Approval – LBU Compliance Officer

GENERAL STATEMENT OF WORK

The District proposes to retain architectural/engineering firms and/or other consultant firms to provide professional services in the field of school design development and modernization, efficiency improvement, sustainability and resource reduction. It is anticipated that the services will be required in the following areas:

Design and Related Work for Modernizations

- Develop design and related work for selected projects in accordance with the District's standard design parameters.
- Assist the District in identifying school facilities design and engineering needs.
- Meet and present to staff and public regarding status, design, and schedule of project.
- Prepare plans and documentation required by the various reviewing agencies, including but not limited to: California Department of Education, Office of Public School Construction, Division of the State Architect, County Health Department and Department of Toxic Substances Control. This includes the OPSC Accessibility Compliance & Fire Life Safety Checklist and the CDE Form SFPD 4.08 Plan Submission Requirements for Modernizations.
- Prepare all necessary Schematic/Design and Construction Documents including Estimated Project Cost Summary for submittal to the District and other agencies requiring submittal for project approval.
- Provide construction and contract administration which includes preparation, review, recommendations of any change orders and submittal to DSA.
- Prepare as-built drawings of completed project.
- Assist the District in identifying and applying for state and other available funding, including the preparation of documents required as a condition of such funding.
- OUSD is participating in the CHPS program and may elect on a project by project basis one of the following:
 - CHPS Verified plus HPI Incentive with OPSC Eligibility Track (see Section 1.7.1 of the District's Agreement for Architectural Services),
 - CHPS Verified Only with no OPSC HPI Eligibility Track (see Section 1.7.2) or

- CHPS Designed Only (CHPS Guidelines) for Minor Modernization Scope Only with no OPSC HPI Eligibility Track (see Section 1.7.3).
- The full version of OUSD's latest Agreement for Architectural Services can be found by going to the OUSD home page (ousd.k12.ca.us) that includes the District's CHPS requirements in detail.

Typical modernization projects may include: health clinics, upgrades to student restrooms, improvements to utility services, re-paving, access improvements, lighting, finish replacements, re-roofing, windows, skylights, mechanical systems, and electrical upgrades (including clock, bell, intercom, fire alarm, intrusion alarm, and data).

Portable replacement projects may include replacement of existing portables with a new classroom building and would include a change to the site configuration.

Projects involving kitchens will need to be reviewed and approved by the Alameda County Health Department.

For larger and/or significant projects, it is anticipated that the planning and the design process will include the participation of focus groups, parent groups and stakeholders. Surveys and community meetings will also require the Architect producing written documentation. The number of community/public workshops varies. Firms should in their proposal demonstrate experience with community engagement.

MANDATORY PRE-PROPOSAL MEETING

A Mandatory Pre-Proposal meeting will be held on **January 14, 2015 at 2:00 p.m.** This meeting will be held at the Facilities Planning & Management Office of the Oakland Unified School District, located at 955 High Street, Oakland, CA 94601. Attendance at this meeting is mandatory for all firms that will be submitting proposals.

PROPOSAL DUE DATE

All Proposals must be received no later than **4 p.m., on or before February 11, 2015.** Fax and email submittals will not be accepted.

If you have any questions regarding this Request for Proposal(s) please email Colland Jang, Design Consultant, SGI Construction Management at colland.jang@ousd.k12.ca.us with copy to Maria Denney, AIA, Deputy Program Manager at mdenney@sgicm.com and Al Anderson, Pre-Construction Manager at al.anderson@ousd.k12.ca.us.

SCHEDULE OF ACTIVITIES:

Listed below is the "Schedule of Activities" which outlines pertinent dates of which firms responding to this solicitation should make themselves aware.

DATE	ACTIVITY
January 9, 2015	Architectural RFP Issued/Advertised
January 14, 2015	2:00pm Mandatory Pre-Proposal Meeting at OUSD
January 21, 2015	Written requests for Interpretation, Correction or Modification are due.
January 28, 2015	District will respond to Requests for Clarification.
February 11, 2015	Proposals Due by 4:00 p.m.
TBD	Selection of Consultant(s) scheduled to be made, formal recommendation to be submitted to the Board.
TBD	Board Meeting – Tentative approval of contracts
TBD	Tentative Notice to Proceed issued to consultants

DURATION OF CONTRACT AND APPROXIMATE VALUE OF WORK

The requirement for services is indefinite and no assurance can be given regarding the amount of work that will be assigned to any particular consultant or the type of work that may be assigned.

RIGHTS RESERVED BY DISTRICT

The District expressly reserves the right to reject any and all Proposals and/or to negotiate separately with any firm in any manner deemed appropriate to serve its best interest. If any Contract is awarded as a result of a Proposal submitted pursuant to this solicitation, it will be made on the basis of the Proposal which best satisfies the intent of the solicitation and other factors considered in the best interest of District. The District is not liable for any expenses incurred by Proposer(s) in the development of its Proposal or any subsequent activity related to the Proposal and the District gives no express or implied promise to award a contract of any amount by the solicitation of proposals hereunder.

PROPOSALS – SUBMITTAL REQUIREMENTS

1. General Information / Instructions - Proposals

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- 1.1.** The District is inviting submittal of Proposals for the "Project" which shall require planning, design, coordination, administration, consulting and advice, and related services.
- 1.2.** The District seeks to identify a team with a record of excellence in planning, design and project delivery. The firms must have extensive experience with the Office of Public School Construction ("OPSC"), the Division of the State Architect ("DSA"), the California Building Code ("CBC"), the California Green Building Standards Code ("CAL Green Code"), and other applicable California Code of Regulations.
- 1.3.** Proposals must contain all requested information about the firm and must be on 8-1/2"x11" paper and no more than twenty-five (25) printed pages in length. Proposals should be complete and prepared to provide an insightful, straightforward, and concise overview of the capabilities of firm.

2. Content – Proposals

- 2.1. Letter of Interest** - A dated Letter of Interest must be submitted, including the legal name of the firm(s), address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit Proposals on behalf of the firm and bind firm by contract. The Letter of Interest should provide a brief statement of firm's experience indicating the unique background and qualities of the firm, its personnel, and its sub-consultants, and what will make the firm a good fit for work in the District.
- 2.2. Table of Contents** - A Table of Contents of the material contained in the Statement of Qualifications should follow the Letter of Interest.
- 2.3. Executive Summary** - The Executive Summary should contain an outline of firm's planning and architectural approach, along with a brief summary of firm's qualifications.
- 2.4. Narrative** - Provide a comprehensive narrative of the planning and architectural services offered by firm. The narrative should include the following:

Firm Information

- 2.4.1.** Provide a brief history of firm, team firms, and, if a joint venture, of each participating firm. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business

conducted.

- 2.4.2.** Describe firm's philosophy and how it will work with District administration officials, including community partners and other district staff, to lead scope development, and develop planning and architectural design responses to community school educational goals.
- 2.4.3.** Describe firm's experience developing projects within a political environment including facilitation of community involvement in the planning and design processes.
- 2.4.4.** Present firms and team members experience with projects that incorporate low energy and green technology solutions in truly sustainable ways.
- 2.4.5.** Discuss the firm's experience with value engineering, life cycle cost analysis, and bid alternate designation.
- 2.4.6.** Describe the firm's ability to deliver projects below budget or in a cost effective manner thru innovation in design or function.
- 2.4.7.** Describe how firm will assist District in meeting established project budgets and in prioritizing project design to meet budget.
- 2.4.8.** Discuss the firm's/team's ability to meet design schedules for comparable projects, firm's schedule management procedures, and how the firm has successfully handled potential agency approval delays both for the contract documents and for field changes.
- 2.4.9.** Identify K-12 projects performed by firm in the past five (5) years.
Limit response to no more than the twenty (20) most recent projects. Please include the following information for each project:
 - 2.4.9.1.** Name of project and district,
 - 2.4.9.2.** Scope of projects, description of services provided,
 - 2.4.9.3.** Contact person and telephone number and/or email at district,
 - 2.4.9.4.** Contact person and telephone number and/or email of prime contractor(s),
 - 2.4.9.5.** Firm person in charge of each project,
 - 2.4.9.6.** Dollar value of each project,
 - 2.4.9.7.** Original construction budget and final construction cost,
 - 2.4.9.8.** Indicate cost of change orders as a percentage of the overall construction cost, and whether change orders were due to unforeseen conditions, errors and omissions, and/or owner

changes, and

- 2.4.9.9.** All litigation arising from the project, if any. State the issues in the litigation, the status of litigation, names of parties, and outcome. This includes any litigation between a contractor and a school district and/or a construction manager in which the firm was or was not named.

2.4.10 L/SL/SLRBE - Submit a detailed description of the team's L/SL/SLRBE composition clearly indicating the name of the firms and percentages of participation on the form provided in this RFQ.

- 2.5. Additional Data** - Provide additional information about the firm as it may relate to the Proposal. Include letters of reference or testimonials. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the District in understanding firm's qualifications and expertise. Include graphics that will assist the District in evaluating the quality of firm's architectural design, the ability of the firm to produce solid construction documents, and any program/planning materials that indicate excellence in project development. Additional Data provided will not count against proposal page limit.

- 2.6. Professional Fees** – OUSD intends to award one or more professional service contracts. Submit a detailed current hourly fee schedule (by job title). If referencing basic services costs, include typical staffing expectations, professional fee schedules, and variations that the District could expect, if applicable.

- 2.7. Joint Ventures.** If the proposing firm is a Joint Venture, then a copy of any written agreement or understanding which exists between the members of each party to the joint venture shall be included as part of a Proposal Appendix. If no written agreement or understanding exists, then the Joint Venture shall include in its Proposal a written statement explaining how the Joint Venture will fulfill the requirements of the agreement with the District. Such explanation shall fully discuss and identify the responsibility of the Joint Venture for performing the services and providing the required insurance and indemnification. Documents provided in the Appendix will not count against proposal page limit.

2.8. Indemnification Provision

To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, protect, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative

or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), , or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes Architect's liability as to the active or sole negligence or willful misconduct of the District.

Provide a statement in the Proposal that the Indemnification Provision was read, reviewed and the firm has no objection to the conditions of the provision.

GENERAL CONDITIONS AND INSTRUCTIONS

These General Conditions and Instructions apply to all submissions of Proposals except insofar as the Special Provisions, Technical Specifications, or Bid Proposal Forms may modify them. In the event of any discrepancies or inconsistencies between the Special Provisions, Technical Specifications or Proposal Forms and the General Conditions, the former shall govern over the latter.

DEFINITION OF TERMS

Whenever in the Proposal or Contract Documents, the following terms or pronouns in place of them or abbreviations are used; the intent and meaning shall be interpreted as follows:

"Owner" means the Oakland Unified School District.

"District" means the Oakland Unified School District.

"Proposer" means any individual, firm, partnership, corporation, or combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

"Consultant" means the successful Proposer to whom a Contract is awarded.

"Contract Documents" means the Notice Inviting Proposals, General Conditions and Instructions for Bidders, Special Provisions, Form of Proposal, Technical Specifications and Addenda, if any.

"Days" mean calendar days, unless otherwise indicated.

REQUEST FOR INTERPRETATION, CORRECTION OR MODIFICATION

Prospective Proposers must examine the Contract Documents carefully. It shall be the duty of every person contemplating submitting a proposal to contact Colland Jang at colland.jang@ousd.k12.ca.us with copy to Maria Denney, AIA at mdenney@sgicm.com and Al Anderson at al.anderson@ousd.k12.ca.us and request in writing **by 5:00 pm on January 21, 2015** an interpretation

or correction of every discrepancy, ambiguity, error or omission in any of the Contract Documents, which should have been discovered by a reasonably prudent Proposer, or any request for modification of the Contract Documents. Submission of a Proposal without a timely written request for interpretation, correction or modification shall constitute acceptance of the terms and conditions of the Contract Documents as written.

Any interpretation, change or correction of said Contract Documents will be made by Addendum/Addenda only, duly issued by the District. Copies of such Addendum/Addenda will be posted the District's website. Upon such posting(s), such Addendum/Addenda will become a part of the Contract Documents, and binding on all Proposers.

INTERPRETATIONS OR CORRECTION BINDING

Only the written interpretation or correction so given by the District shall be binding. All oral modifications of the Contract Documents are non-binding and ineffectual.

FORM OF PROPOSAL AND SIGNATURE

The Proposal shall be made on the Form ("Offer to Enter into Contract") provided. If the Proposal is made by a sole owner, it shall be signed by the owner and the owner's full name and address shall be given; if it is made by a partnership, it shall be signed with the partnership name by a partner of the firm, and the name and address of each partner of the firm shall be given; and if it is made by a corporation it shall be signed by an officer or other individual who has the full and proper authorization to do so. If it is made by a joint venture, it shall be signed on behalf of each participating company by the officers or other individual who have the full and proper authorization to do so. If the Proposal is signed by an agent of the Bidder other than as provided above, a power of attorney shall be submitted with the Proposal. If requested by the District, the Proposer shall submit evidence satisfactory to the District, of the authority of the person signing the Proposal. Bids submitted in any other form will be considered non-responsive and may be rejected.

UNAUTHORIZED CONDITIONS

Unauthorized conditions, limitations or provisions attached to the Proposal may cause its rejection. No facsimile or email Proposals or Modifications will be considered.

SUBMISSION OF PROPOSALS

Prior to the hour specified in the Notice Inviting Proposals, all Proposals shall be delivered to the Facilities Office of the District at the address shown in this Request for Proposals. No Proposals received after said time or at any place other than the time and place as stated in the Notice will be considered.

PROPOSAL REVIEW POSTPONEMENT

The District reserves the right to postpone the review of proposals for its own convenience.

AWARD OF CONTRACT

The award of Contract, if it were awarded, will be made to the firm or person who's Proposal complies with the requirements prescribed and whose qualifications are satisfactory to the District. Such award, if made, will be made within one calendar year after the opening of Proposals. The periods of time specified above within which the award of Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the District and the Proposers concerned.

Once the District has selected a firm for the project, fees will be negotiated based on the final agreed upon Scope of Work which is based on the requirements and complexity of the Project.

REJECTION OF PROPOSALS

The District may reject any and all Proposals, and must reject the Proposal of any party who has been delinquent or unfaithful in any former Contract with the District. The District reserves the right to waive any irregularities or informalities in any proposal or in the procedure for solicitation of Proposals.

TAXES

The taxes applied to the supplies, materials or equipment called for under the specifications will be included in the Proposal price submitted by the Proposers.

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

The Proposer shall be required, upon request of the District, to prove to the District's satisfaction that the Proposer has the skill and experience, the necessary facilities, and ample financial resources to perform the Contract in a satisfactory manner and within the required time.

PENALTY FOR COLLUSION

If at any time it shall be found that the person, firm or corporation to whom a Contract has been awarded has, in presenting any proposal(s), colluded with any other party or parties, then the Contract so awarded shall be null and void.

INTEREST OF THE DISTRICT

By submitting a Proposal, the Bidder represents and warrants that none of the District's Directors, officers or employees are in any manner interested directly or indirectly in the Bid or in the Contract, which may be made under it, or in any expected profits to arise there from.

TIME FOR EXECUTION OF CONTRACT

The Proposer to whom award is made shall execute a written Contract with the District on the form of Contract of the District and furnish Certificate(s) of Insurance showing that that proposer has insurance coverage of the amounts and type required by the District.

DOCUMENTS DEEMED PART OF CONTRACT

The Request for Proposals, Forms of Proposal and Addenda, if any, will be deemed a part of the Contract.

PROVISIONS PROHIBITED

The proposal documents are considered to be the complete submission. The Request for Proposals shall control if there is any conflict between these and any printed brochures, manuals, and other documents which may be submitted by the Bidder.

GOVERNING LAW

The agreement and proceedings related to this solicitation of proposals shall be governed by the laws of the State of California.

MANNER OF EXECUTION OF CONTRACT

If the successful proposer, also referred to as the "Consultant" is an individual, the Contract shall be executed by the owner personally. If the "Consultant" is a co-partnership, it is desirable that the Contract be executed by all of the partners, but a partner may execute it under the partnership name. If the consultant is a corporation, it must be executed by an officer of the Corporation, or by a person authorized by the corporation to execute written contracts on its behalf, and the corporate seal affixed thereto. If the corporate seal is not affixed to the Contract, or a person other than an officer executes it, there must be attached to the Contract a certified copy of the resolution of the corporation authorizing such officer or person to execute written Contracts for and on behalf of the corporation. If the consultant is a joint venture, the contract must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization to do so.

CHANGES BY THE CONSULTANT

If the Consultant, on account of conditions developing during the performance of the Contract, finds it impracticable to comply strictly with these specifications and applies to the District in writing for a

modification of the Contract requirements, such change may be authorized only in writing by the District, if not detrimental to the District.

CHANGES BY THE DISTRICT

In case any work shall be required which is not mentioned, specified or indicated or otherwise provided for herein, the Consultant shall, if ordered in writing by the District, perform such work at consultant's hourly rate stated in the proposal, less any customary discount.

In the event that additional work is requested by the District, the consultant shall provide the District with a Proposal to perform any changes required by the District. Such Proposal shall include the cost of any engineering time or additional services necessary.

In case any work, mentioned, specified, indicated or otherwise provided for in the Contract or in the specifications forming a part of the Contract shall be required to be omitted from, in or about the work, the Consultant shall, if ordered by the District, omit the performance of such work and there shall be deducted from the amount to be paid to the Consultant the amount which the District and the Consultant shall determine and mutually agree to be the reasonable value of such work, materials, or equipment, and such determination and agreement shall be final and conclusive upon the Consultant.

APPROVAL BY DISTRICT

The District shall have the full power to reject any work performed under the Contract, which does not conform, to the terms and conditions set forth in the Contract Documents.

ASSIGNMENT AND DELEGATION OF TITLE

The Consultant shall neither delegate any duties or obligations under this Contract nor assign, transfer, convey, sublet or otherwise dispose of the Contract or his right, title or interest in or to the same, or any part thereof, without previous consent in writing of the District endorsed thereon or attached thereto.

FAIR EMPLOYMENT PRACTICES

All Proposers must certify compliance with the requirements of the California Fair Employment Practices Act by properly executing the form entitled Fair Employment Practices Certificate, which is provided for that purpose. Equal Employment Opportunity:

In connection with the execution of this Contract, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, sexual orientation, age, disability, ancestry, marital status or pregnancy.

AMERICANS WITH DISABILITIES ACT

In providing the services under this Contract, the Consultant shall not discriminate against a person with disabilities. No person with disabilities shall, on the basis of disability, be excluded from participation in or be denied the benefits of the services, programs or activities provided under this Contract.

AUDIT AND INSPECTION OF RECORDS

Consultant shall permit authorized representatives of the District to inspect and audit all data and records of the Consultant relating to its performance and its subcontracts under this Contract from the date of Commencement of this Contract through and until the expiration of three years after completion of the Contract.

SELECTION AND NOTIFICATION

After a firm's inclusion to the pool of architectural firms, the Oakland Unified School District will offer an assignment to the firm and said firm shall be expected to enter into a contract with the District within 30 days following said offer which will be provided in writing.

OFFER TO ENTER INTO CONTRACT

The undersigned hereby proposes to enter into a contract with the Oakland Unified School District and can furnish services as outlined in response to this proposal subject to the terms and conditions contained herein.

Name and Address of Firm

Signature of Authorized Officer

Name

Signature

Address

Title

City

Telephone Number

State and Zip

County

Date



Request for Qualifications
Re: Architectural Services – Various Projects under \$5 Million
January 9, 2015 (Advertisement Date)

ADDENDUM NO. 1 (issued January 22, 2015)

The following changes, additions, modifications and corrections hereinafter set forth shall apply to the Proposal and shall be made a part thereof and subject to all the requirements thereof, as if originally specified and/or shown.

Question 1:

Experience: The RFQ states to show K-12 projects performed by the firm in the past five (5) years, while the scorecards asks for experience performed by the firm in the past three (3) years. Please clarify. In addition, we would like to show some projects that are applicable, but not K-12 projects. Please clarify that this is acceptable to the district.

District Response 1:

The Proposals may list projects performed by the firm up to the past five (5) years. The District seeks firms that can demonstrate their ability to design K-12 projects and execute them effectively within the public sector process. Firms therefore may include projects that they believe will demonstrate this.

Question 2:

Local Business participation and Local Hiring Work plan: During the pre-proposal meeting held on 1/14/2015; clarification was given that the district is only seeking Architectural prime consultants rather than AE teams. How would you like us to show our commitment to achieving these goals to receive maximum points? It would be difficult to determine what level of commitment (25-55%) of the work we could sub to utilize SLBE / SLRBE firms without project / scope potential.

District Response 2:

Proposers may cite examples of project teaming that utilized City of Oakland LBE, SLBE and SLRBE firms. Teaming that met the current OUSD mandatory policy should be highlighted. Proposers should state their commitment to meet the requirements of the L/SL/SLRBE program.

Question 3:

Will geotechnical services will be required as part of this contract? If not, will there be a separate RFQ for geotechnical services and can you tell me when it will be released?

District Response 3:

The RFQ was issued to create a pool of architectural firms and not tied to specific projects. The District may issue a similar RFQ for geotechnical services at a future date.

**RECEIPT OF THIS ADDENDUM (AS WELL AS PREVIOUSLY ISSUED ADDENDA) TO THE RFQ MUST BE
ACKNOWLEDGED IN THE PROPOSAL.**

G:>PDATA>RFP folder>RFP 2015>RFQ for Architectural Services