

Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501

May 4, 2022

REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR ARCHITECTURAL SERVICES

The Alameda Unified School District (“**District**”) issues this Request for Statement of Qualifications for Architectural Services (“**RFQ**”) to invite the submission of statement of qualifications (“**Response(s)**”) from qualified firms, partnerships, corporations, associations, persons, or professional organizations (“**Firm(s)**”) to perform architectural services for District construction, maintenance, repair or related projects for the District’s proposed **\$278 million Measure B Bond Program (“Measure B”)**, and/or other District projects as necessary (collectively, “**Project(s)**”), as further described in this RFQ.

Information regarding Measure B is available here: <https://www.alamedaunified.org/phaseiirepairsandupgrades>

Please Note: Measure B is in preliminary planning stages and has not yet been approved. Upon approval, the District will identify Projects that are part of Measure B and shall solicit services from the Architect Pool (defined below) for a Measure B Project(s) as further described in this RFQ.

This RFQ is not a formal request for bids or an offer by the District to contract with any Firm submitting a Response. The District intends to establish a pool of qualified Firms (“**Architect Pool**”) as further described in this RFQ.

Firms that intend to submit a Response must be:

- Insured;
- Either be a licensed architect, engineer, or contractor; and
- Must maintain a full-service office within seventy-five (75) miles of the District.

Questions. Questions regarding this RFQ may be directed to **Bernadette Gard** at bgard@alamedaunified.org. **All questions must be submitted by 12:00 PM on MAY 13, 2022. Firms are directed to not contact any other person with inquiries regarding this RFQ.**

Responses to Questions. The District will respond to questions by posting responses to questions on the District’s website at <https://www.alamedaunified.org/phaseiirepairsandupgrades>, by the date set forth in the RFQ schedule below.

Responses. Interested Firms are invited to submit a Response by submitting five (5) hardcopies and one (1) electronic copy, in PDF format on a thumb drive to: **Alameda Unified School District; 2060 Challenger Drive, Alameda, CA 94501; Attn: Robbie Lyng; Telephone: 510-337-7020. ALL RESPONSES MUST BE RECEIVED ON OR BEFORE 5:00 PM on May 23, 2022.**

RFQ Schedule. The following is the schedule of events for this RFQ (“**RFQ Schedule**”):

Event	Time / Date
District Issues RFQ	May 4, 2022
Questions to District Due	May 13, 2022

District Post Response to Questions (if any) on the District's website at: https://www.alamedaunified.org/phaseiirepairsandupgrades	May 17, 2022
DEADLINE FOR SUBMISSION OF RESPONSES	5:00 p.m. May 23, 2022
Interviews (if selected)	The Month of June 2022. The District will notify Firms selected for an interview before this date.
Anticipated Board Approval of Architect Pool	June 14, 2022

Thank you for your interest in working with the Alameda Unified School District.

1. General Information.

- 1.1. General.** The District invites qualified Firms to submit a Response related to their ability to provide the Services, as more fully described herein. Firms must have extensive experience with the Office of Public School Construction (“**OPSC**”), the Uniform Building Code (“**UBC**”), Title 24 of the California Code of Regulations, and the Division of the State Architect (“**DSA**”). Firms must have extensive experience in the design of public school facilities, including, without limitation, establishing project scope and project budgets, in addition to being a public school district representative, working with construction managers, contractors and other school facility related consultants.
- 1.2. Scope of Services.** The selected Firm(s) must be prepared to perform some, or all, of the services described in the form of **Agreement for Architectural Services (“Agreement”)** attached hereto as **Attachment 1 (“Services”)**. One or more Firm(s) will be selected to be part of the District’s Architect Pool to perform Services for the Projects on an as needed basis. The exact scope for each Project will be determined by the District on a per-Project basis depending on the needs of each Project. **PLEASE NOTE: The District expects that Firms will fully complete all DSA closeout procedures before a Firm is entitled to final payment. Please review Exhibit A and Exhibit D of the Agreement for the conditions of payment for DSA closeout obligations and Firms’ responsibilities to complete DSA closeout procedures.**
- 1.3. Establishing Pool / Award of Contracts.** The District will not award any Projects via this RFQ. The District intends to use this RFQ to choose multiple Firms that submit a Response to include in its Architect Pool. The District will then solicit proposals from some or all of those Firms as the District identifies Projects. Inclusion in the Architect Pool and any award of a contract will be subject to a competitive solicitation and the District’s governing board’s (“**Board**”) approval.

2. Firms’ Responses.

2.1. **Format of Responses.** Each Firm’s Response **must** be:

- 2.1.1. **No longer than FIFTY (50) pages, 8½” x 11” paper, inclusive of résumés, forms, and pictures;**
- 2.1.2. Concise and well organized;
- 2.1.3. Consecutively numbered on each page;
- 2.1.4. Inclusive of all information in, and organized and tabbed consistent with, the outlined structure in the “Content of Statement of Qualifications” section below.

2.2. **Content of Statement of Qualifications.** Each Firm’s Response shall demonstrate the Firm’s qualifications and address all the areas as indicated below:

- 2.2.1. **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 the Response on behalf of the Firm. The Letter of Interest should provide a brief statement of Firm’s experience, indicating the unique background and qualities of the Firm, its personnel, its subconsultants, and what will make the Firm a good fit for work in the District.
- 2.2.2. **Table of Contents.** A table of contents of the material contained in the Response should follow the Letter of Interest.

2.2.3. **Proposed Personnel/Firm Team.**

2.2.3.1. Include resumes of key personnel who would be performing Services for the District. Specifically, define the role of each person and outline his or her individual experience and responsibilities. Indicate personnel who will serve as primary contact(s) for the District. Indicate the Firm's and personnel's availability to provide the Services, and list all applicable professional registration certification and/or license designations and numbers for all professional team members that are currently active in the State of California.

2.2.3.2. For the individual(s) who will be responsible for performing construction administration services for a Project(s), please provide their resume and a summary of their prior experience performing similar services on K-14 projects.

2.2.3.3. Provide a schedule of subconsultants, that are likely to be used by the Firm to perform Services for the District, including their applicable professional registration certification and/or license designations and numbers that are currently active in the State of California.

2.2.4. **Firm Information.** Provide a comprehensive description of the design services offered by Firm. The description should include the following:

2.2.4.1. Provide a brief history of the Firm, 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.

2.2.4.2. Describe the Firm's philosophy and how the Firm intends to work with the District's administration officials to perform the Services, including, without limitation, assistant superintendents, facilities directors, teachers and site principals, to respond to the unique challenges of the District's educational program requirements.

2.2.4.3. Provide a statement of the Firm's financial resources and insurance coverage. Include a certification of correctness of Firm's statement of financial resources. Please provide a statement demonstrating that Firm can meet the insurance requirements as set forth in **Exhibit E** of the Agreement.

2.2.4.4. Provide a statement of **ALL** claim(s) filed against Firm in the past five (5) years. Briefly indicate the nature of the claim and the resolution, if any, of the claim(s). For the claim(s) identified herein, identify which claims proceeded to mediation, settlement meetings or similar dispute resolution proceedings, and describe the outcome of the mediation or other proceeding. **For the purposes of this section, "claim" shall refer both active and potential litigation, including, without limitation, any requests disputes or claims under a contractually required dispute resolution process, and any demands for indemnity or defense.**

2.2.4.5. Include letters of reference or testimonials, if available. The Firm should limit letters of references or testimonials to **no more than TEN (10)**.

2.2.4.6. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the District in understanding the Firm's qualifications and expertise.

2.2.5. **Prior Relevant Experience.**

- 2.2.5.1. Describe the Firm’s approach to quality control/assurance procedures, including coordination of design disciplines.
- 2.2.5.2. Describe the Firm’s experience with incorporating constructability review comments from others, as well as construction cost reduction measures, including, without limitation, how Firm intends to assist District in meeting established Project budgets and in prioritizing Project construction to meet budget.
- 2.2.5.3. Describe the Firm’s experience with lease-leaseback projects, and coordinating with the District and District’s consultants and contractors during preconstruction services.
- 2.2.5.4. Describe how the Firm’s approach differs between modernization projects and new construction projects.
- 2.2.5.5. Describe the Firm’s experience providing design services for school district bond projects.
- 2.2.5.6. Describe the firm’s experience with various state agencies including DSA, local fire authorities, local public works departments, California Geological Survey, California Department of Education, Office of Public School Construction and the State Allocation Board. With respect to DSA specifically, describe the Firm’s experience with the DSA and working within the DSA processes. Describe the Firm’s experience and strict compliance with the DSA inspector card process and final closeout with certification.
- 2.2.5.7. Identify established methods and approaches utilized by the Firm to successfully meet completion deadlines, and provide examples demonstrating effective use of stated methods and approaches.
- 2.2.5.8. Discuss the Firm’s ability to meet construction schedules for projects with very tight timetables, the Firm’s schedule management procedures, and how the Firm has successfully handled potential delays both for the contract documents and for field changes.
- 2.2.5.9. Discuss specifically the Firm’s process for expeditiously responding to request for information and proposed changer orders, including coordinating with the District.
- 2.2.5.10. **Past Projects.**
 - 2.2.5.10.1. Provide a list of **ALL** K-14 projects performed by the Firm in the past **TEN (10)** years by including the following information: (i) name of project; (ii) district; (iii) DSA application number / project number; and (iv) whether Firm has obtained all required DSA certifications for the project and whether the project has been fully closed out with DSA. **Please note, the reason for providing the DSA application number / project number is to enable the District to verify the status of the projects. The District may, in its discretion, select at least some of the projects to ensure that the project(s) have achieved DSA certification and are closed out.**
 - 2.2.5.10.2. For the **FIFTEEN (15) MOST RECENT** projects, **separately** provide the following information for **EACH** project:
 - 2.2.5.10.2.1. Name of project and district;
 - 2.2.5.10.2.2. Name of project construction manager, project manager, and/or program manager;

- 2.2.5.10.2.3. Scope of project, description of services provided;
- 2.2.5.10.2.4. Contact person and telephone number at district;
- 2.2.5.10.2.5. Firm person in charge of each project;
- 2.2.5.10.2.6. Original construction budget and final construction cost;
- 2.2.5.10.2.7. DSA number(s) for the project; and
- 2.2.5.10.2.8. All litigation arising from the project, if any. Provide information related to the issues in the litigation, the status of litigation, names of parties, and the outcome. This includes any litigation between a contractor and a school district and/or an any consultant in which Firm was or was not named.

2.2.6. **Firm’s Current Work Commitments.** Specify the current and projected workload of the Firm and describe if any future commitment may impact the Firm’s ability to complete the Services as required herein.

2.2.7. **Additional Data.** Provide any other additional information about the Firm as it may relate to the Firm’s Response, including, without limitation, letters of reference or testimonial.

2.2.8. **Conflicts of Interest.** If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate in any way to similar work for District construction or bond projects, or any other work with the District that may have a potential to conflict with the Firm’s ability to provide the Services described herein. **Firms cannot submit, propose, bid, contract, sub-contract, consult, or have any other economic interests in the project to which the Firm may provide Services.**

2.2.9. **Compensation.**

2.2.9.1. **OPSC Fee Schedule.** The District may **require** in any subsequent solicitation from the Architect Pool that Firms be compensated pursuant to the following OPSC Fee Schedule. Indicate that the Firm agrees to be compensated to the below OPSC Fee Schedule if required by the District for any Project. **Please note, compensation for Firm’s Services shall be all-inclusive unless otherwise indicated in the Agreement, including providing all documents identified in the Closeout Phase in Exhibit A in electronic form to the District (e.g., As-Builts).**

OPSC FEE SCHEDULE – NEW CONSTRUCTION				
Total Cumulative	Estimated Construction Cost Budget (Hard Costs)		% of Hard Costs	Estimated Total
\$	1st \$500,000	\$	9.00%	\$
\$	2nd \$500,000	\$	8.50%	\$
\$	Next \$1,000,000	\$	8.00%	\$
\$	Next \$4,000,000	\$	7.00%	\$
\$	Next \$4,000,000	\$	6.00%	\$
\$	In excess of \$10,000,000	\$	5.00%	\$
Total Estimated Fees:				\$
Estimated Construction Cost Budget:				\$

OPSC FEE SCHEDULE – MODERNIZATION			
Total Cumulative	Estimated Construction Cost Budget (Hard Costs)	% of Hard Costs	Estimated Total

\$	1st \$500,000	\$	12.00%	\$
\$	2nd \$500,000	\$	11.50%	\$
\$	Next \$1,000,000	\$	11.00%	\$
\$	Next \$4,000,000	\$	10.00%	\$
\$	Next \$4,000,000	\$	9.00%	\$
\$	In excess of \$10,000,000	\$	8.00%	\$
Total Estimated Fees:				\$
Estimated Construction Cost Budget:				\$

2.2.9.2. **Other Project Compensation Information.** Provide the following additional compensation information:

2.2.9.2.1. **Fee Schedule.** A current fee schedule for the types of service(s) that the Firm offers. If referencing basic services costs, include typical staffing expectations and variations that the District could expect for specific types of projects, if applicable.

2.2.9.2.2. **Billing Practices.** Detailed information on the Firm’s billing practices (i.e. lump sum, percentage-based, other), including reimbursable cost categories and hourly billing rates by position for Extra Services, as further described in **Exhibit B** to the Agreement. Indicate the Firm’s standard charge for modernization / new construction, and portables/modular.

2.2.9.2.3. **Alternative Pricing.** The District is willing to entertain alternate pricing proposals. Please provide any proposed alternative pricing methods, if any, and identify what types of projects (modernization, new construction, etc.) that the Firm’s proposed pricing method will apply to.

2.2.9.3. **Record Drawings.** Indicate if the Firm charges for “Record Drawings” from Contractor-provided “As-Built Drawings” as those terms are specifically used in the Agreement (see “Construction Administration Phase” section of **Exhibit A** to the Agreement).

2.2.9.4. **Additional Costs.** Identify any additional fees, costs, expenses or reimbursable fees for which the Firm would be seeking compensation.

2.2.10. **Form of Agreement.**

2.2.10.1. The Agreement specifies the Services that the District will require for most Projects, but the Agreement may, at the District’s discretion, be adapted as required for each specific Project. **Please indicate with specificity in Firm’s Response if Firm has any comments or objections to the form of Agreement. PLEASE NOTE: The District will not consider any substantive changes to the form of Agreement if they are not submitted at or before this time. In addition, once the District establishes the pool, the District will not entertain any further revisions to the Agreement.**

2.2.10.2. **Additionally, the District may, in its sole discretion, convert the Agreement into a master agreement whereby the District issues project specific addenda to contractors who enter into a master agreement. The substantive provisions shall not materially differ from the Agreement attached hereto as Attachment 1. If the District issues a subsequent solicitation and indicates it will use a master agreement form, Firms are not entitled to propose any revisions to the master agreement that: (i) were NOT included**

in a Response; and (ii) the District has previously rejected.

2.2.10.3. THE AGREEMENT INCLUDES THE DISTRICT'S INSURANCE (EXHIBIT E) AND INDEMNIFICATION AND HOLD HARMLESS (ARTICLE 10) PROVISIONS.

3. District's Evaluation / Selection Process.

- 3.1.** The District intends to select one or more Firms to include in the Architect Pool that best meet(s) the District's needs to perform the Services, or any component thereof, as described in this RFQ.
- 3.2.** The District may, at its discretion, interview some or all of the Firms that submit a Response. The District will notify Firms if they have been selected for an interview. Firms' key proposed staff will be expected to attend the interview. The interview will be an opportunity for the District to review a Firm's Response, history, and other matters the District deems relevant to selecting the Firm for the Architect Pool. The interview will start with an opportunity for the Firm to present its Response and its team.
- 3.3.** Firms will be evaluated and selected for the Architect Pool based on qualifications and demonstrated competence. The District will select Firms for the Architect Pool that best demonstrates the ability to provide the Services for the Projects, based upon, without limitation, the Firm's past experience, performance information, technical expertise, team experience, proximity of offices, approach to the Services, resumes of proposed personnel, proposed revisions to the Agreement and other relevant criteria.

4. Terms and Conditions.

- 4.1.** The District reserves the right to contract with any Firm responding to this RFQ for all or portions of the above-described Services, to reject any Response as non-responsive, and not to contract with any Firm for the services described herein, or any part thereof. The District reserves the right to select any Firm(s) or no Firm to be part of District's pool. The District makes no representation that participation in the RFQ process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek Responses from or to contract with any Firm not participating in this process. The District shall in no event be responsible for the cost of preparing any Response in response to this RFQ.
- 4.2.** The District is not responsible for late delivery of a Response. It is the responsibility of the responding Firm to ensure that the Response is submitted on time to the District. Responses that are received after the deadline may not be considered.
- 4.3.** Response to this RFQ will become the property of the District and subject to the California Public Records Act, Government Code sections 6250 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked "Confidential," "Proprietary," or "Trade Secret," the Firm agrees, by submitting a Response to this RFQ, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.
- 4.4.** Issuance of this RFQ does not commit the District to award a contract for services or to pay any costs incurred with the preparation of a Response. Firms should note that the execution of any contract pursuant

to this RFQ is dependent upon either the issuance of an request for proposals to the established pool and/or a successful negotiation of terms and fees as well as approval by the District's Board.

- 4.5.** The selected Firm(s) and each of its (their) sub-consultants and/or co-venture partners, shall comply with all applicable federal and California laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment and Housing Act beginning with Government code section 12900, Labor Code section 1735, and any other applicable federal and state laws and regulations hereinafter enacted, including the Federal Americans with Disabilities Act (“ADA”). Firms shall be responsible for establishing and implementing an ADA program within the Firm’s work place. Firms shall not discriminate against any prospective or active employee based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The selected respondent shall cause the above provisions to be inserted in all subcontracts for any work covered by this RFQ so that such provisions will be binding upon each sub-consultant.
- 4.6.** Prior to contract execution, proof of all insurances at the levels specified in the specific contract will be required. Fingerprinting of all personnel who will visit school sites is also required. The District reserves the right to amend this RFQ by means of addenda.
- 4.7.** In the event Firm is asked to attend an interview, it is mandatory that the proposed primary contact and a principal of the Firm with the authority to enter into binding contracts with the District attend the interview. The District is not responsible for any costs the Firm may incur in the preparation of the Response, interview, or selection process.

Attachment 1

Form of Agreement for Architectural Services (plus Exhibits)