



Request for Qualifications

RFQ No. B2223-Bonds22

**For
Architectural Services**

**Sealed Proposals Due by 2:00:00 p.m.
Monday, January 9, 2023
Purchasing Office**

**Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, CA 95127**

November 9, 2022

PROPOSAL: RFQ No. B2223-Bonds22

OPEN: Monday, January 9, 2023

TIME: 2:00:00 PM

NOTICE IS HEREBY GIVEN that the Board of Trustees of the Alum Rock Union Elementary School District (District) of Santa Clara County, State of California, is requesting qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide full architectural planning and design services for projects. The projects will be identified in the Facilities Master Plan, currently being completed, and the Facility Assessment Report. will receive up to and not later than 2:00:00 PM local time on Monday, January 9, 2023, sealed Proposals for the following scope of work:

THIS RFQ REPLACES ANY PRIOR SOLICITATIONS FOR ARCHITECTURAL SERVICES.

Responses submitted under previous RFQ's will not be considered.

NO RESPONDENT FROM THE PREVIOUS RFQ IS BARRED FROM SUBMITTING A RESPONSE TO THE CURRENT RFQ.

PLEASE TAKE NOTICE: Responses to the current RFQ will supersede and replace any previous submission.

Respondents to this RFQ should mail or deliver six (6) bound copies, and one (1) electronic copy on a flash drive of their Statement of Qualifications ("SOQ"), as further described herein, to:

Alum Rock Union Elementary School District
Purchasing
Department
2930 Gay Avenue
San Jose, CA 95127

Envelopes containing Proposals shall be sealed and clearly marked "RFQ No. B2223-Bonds22"

ALL RESPONSES ARE DUE BY 2:00 P.M., ON Monday, January 9, 2023. Any SOQ received after that date and time will not be accepted and will be returned unopened.

FAX OR EMAIL RESPONSES WILL NOT BE ACCEPTED.

Each submittal must conform and be responsive to the requirements set forth in this RFQ.

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

If you have any questions regarding this RFQ, send via e-mail to Mr. Kolvira Chheng at kolvira.chheng@arUSD.org and Deborah Slivkoff at dslivkoff@cumming-group.com before 4:00 pm on December 9, 2022. Answers will be posted on the District website by 4:30pm. on Wednesday, December 14, 2022. Responses to questions received by the deadline will be posted on the District website at <http://arUSD.org/Purchasing/Bids>. It is the responsibility of the bidder to check this website prior to submitting a proposal.

Such Proposals shall be received at the Alum Rock Union Elementary School District, Purchasing Department, 2930 Gay Avenue, San Jose, CA 95127. Envelopes containing Proposals shall be sealed and clearly marked "RFQ No. B2223-Bonds22"

Each Proposal must conform and be fully responsive to this invitation and all other documents comprising the pertinent contract documents, submitted on the printed forms provided by the Alum Rock Union Elementary School District, and sealed in an envelope.

No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered. Proposals received after the scheduled submittal deadline will be considered non-responsive and returned unopened. The consultant is responsible for the delivery of the proposal, if the proposal is delivered to the wrong office, by and delivery method, the consultant bears full responsibility. Proposals must bear original signatures and figures.

The RFQ may be obtained at <https://www.arUSD.org/district/departments/business-services/purchasing/bids>

Award of a contract or contracts will be made to the firm(s) offering the most advantageous proposal in the applicable area(s) of specialization. The District is not obligated to make an award and is not obligated to accept the lowest priced proposal but will make any award in the best interest of the District after all factors have been evaluated.

The Board of Trustees reserves the right to accept or reject any or all proposals, alternate proposals, or unit price, in whole or in part, or waive any formalities, technical defect, clerical error, or irregularity in any proposal received, and to be the sole judge of the responsibility of any proposer and of the suitability of the services offered. All Proposals shall be valid for one hundred twenty days (120) days after the Proposal opening date.

**SCHEDULE OF EVENTS FOR
RFQ No. B2223-Bonds22
ARCHITECTURAL SERVICES
FOR THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT**

Release of Request for Proposal	November 9, 2022
Deadline for Questions and Inquiries	December 9, 2022
Response to Written Questions	December 14, 2022 (posted by 4:30 p.m.)
Deadline for Submission of Sealed Proposals	January 9, 2023 2:00:00 PM
Proposal Opening	January 9, 2023 2:00:00 PM
Interview of Finalists, if necessary (please reserve this date on your calendars)	Week of January 16, 2023
Panel Recommendation to Board of Education	February 9, 2023
Contract Start Date	TBD

Note: All dates subsequent to receipt of proposals are estimated and subject to change without notice.

RFQ No. B2223-Bonds22
ARCHITECTURAL SERVICES
FOR THE
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INTRODUCTION

The Alum Rock Union Elementary School District (District) is inviting interested architectural firms to demonstrate their ability to provide professional architectural support for the District. The District will be selecting a pool of firms to supply the architectural services based on the needs of the District, the firms' areas of expertise, experience, responses to the Scope of Services section of this RFQ, and if needed, the interview process.

The District is seeking interested firms for school design of modernization and new construction based on the results of the facility master plan, and assistance with DSA certification. It is the intention of the District to identify a pool of firms that can provide full service Architectural Services to the District including electrical, mechanical, civil, and structural engineering for design of the school facilities to support the Bond Program.

BACKGROUND

The Alum Rock Union Elementary School District is a suburban school district serving 10,570 students from Transitional Kindergarten through grade eight. The District has fourteen (14) elementary schools, seven (7) middle schools, and three (3) K-8 schools.

Alum Rock Unified School District ("District") is seeking Statements of Qualifications ("SOQ") from experienced entities to provide full architectural services ("Project Architect"). Projects to be included will be maintenance projects, accessibility projects, modernization projects and additional projects defined by the Facilities Master Plan. The FMP will be finalized in the Summer of 2023.

Briefly stated, the District is seeking experienced and proven design professionals to provide planning, programming and design services at the District that will enhance the operational objectives of the District. The District intends to select a pool of firms for consideration to provide architectural services for the Capital Program.

LIMITATIONS

The award of a contract, if at all, is at the sole discretion of the District. The District reserves the right to contract with any entity responding to this RFQ. The District makes no representation that participation in the RFQ process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing a response to this RFQ. The awarding of the Project Architect contract(s), if at all, is at the sole discretion of the District.

The SOQs, and any other supporting materials submitted to the District in response to this RFQ, will not be returned and will become the property of the District unless portions of the material are designated as proprietary at the time of submittal and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated

matter from disclosure. Pursuant to Michaelis, Montanari, & Johnson v. Superior Court (2006) 38 Cal.4th 1065, SOQs shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful respondent have completed negotiations and entered into an agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the respondent or other party as a result of any public disclosure of any SOQ.

FULL OPPORTUNITY

The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), Disabled Veterans Business Enterprises ("DVBE"), and shall be afforded full opportunity to submit SOQs in response to this RFQ/P and will not be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFQ and ending on the date of the award of the contract, no person, or entity submitting in response to this RFQ, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ, the evaluation or selection process/or the award of the contract with any member of the District, Board of Trustees, selection members, or any member of the Citizens' Oversight Committee. Any such contact shall be grounds for the disqualification of the proposer.

POOL OF QUALIFIED APPLICANTS AND RECERTIFICATION

The District will maintain a pool of qualified architectural services firms. Requests for recertification may be sent every five (5) years. Firms who do not reply to the request for recertification may be deleted from the pool of prequalified firms, at the sole discretion of the District. Additional firms may be added to the pool, at the District's sole discretion.

SCOPE OF SERVICES

The Scope of Services includes full architectural services for projects to support the District's educational goals through the design and construction phases of Program projects. The Scope of Services shall also include preparation of a budget for specific Program projects. The Project Architect will also meet, as needed, with District Facilities staff, neighborhood organizations, and upper-level District administrators for programming guidance.

GENERAL TERMS AND CONDITIONS

ALTERATION OR VARIATION OF TERMS

It is mutually understood and agreed that no alteration or variation of the terms of this proposal shall be valid unless made or confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of the parties hereto.

ASSIGNABILITY

The successful Proposer shall not assign or subcontract the work, or any part thereof, without the previous written consent of the District, nor shall the successful Proposer assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the District has been obtained. No right under this contract, nor claim for any money due or to become due hereunder, shall be asserted against the District, or persons acting for the District, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the written consent of the District.

PROPOSER AGREEMENT

In compliance with this request for proposals, the selected Proposer will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein.

COMPLIANCE WITH STATUTE

The Proposer warrants that all applicable Federal and State statutes and regulations and/or local ordinances will be complied with in connection with the delivery of the services offered.

CONTRACT

The successful Proposer(s) will be required to sign the District's standard contract for architectural services.

CONTRACT TERM

This contract term will be from Schematic Design through Closeout of the specified projects.

DISPOSITION OF PROPOSALS

All materials submitted in response to this RFQ will become the property of the District and will be returned only at the District's option and at the Proposer's expense. With the exception of confidential financial data, the original response shall be retained for official files and will become a public record after the date and time for final quote submission as specified.

ERASURES

The proposal submitted must not contain any erasures, interlineations, or other corrections.

ERRORS AND OMISSIONS

If a Proposer discovers any ambiguity, conflict, discrepancy, omissions, or other error in the RFQ, the Proposer shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFQ for quoting purposes, without divulging the source of the request for same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor.

If a Proposer fails to notify the District, prior to the date fixed for submission of quotes, of a known error in the RFQ, or an error that reasonably should have been known, the Proposer shall quote at his own risk; and if awarded the contract, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

The Proposer should carefully examine the entire RFQ and any addenda thereto and all related materials and data referenced in the RFQ or otherwise available and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

FINANCIAL STABILITY

Proposer certifies that it is a financially stable, going concern. Proposer agrees that if awarded a contract, it will provide immediate written notice to District in the event a petition in bankruptcy is filed by or against Proposer, or if Proposer is adjudged insolvent by any court, or if a trustee or receiver or liquidator of any property of Proposer is appointed in any suit or proceeding, or if Proposer makes an assignment for the benefit of creditors or takes the benefit of any bankruptcy or insolvency act, or liquidates its business for any cause whatsoever, or if anything similar happens to Proposer in any jurisdiction.

FINGERPRINTING REQUIREMENTS

The District anticipates that the Proposer will not have contact with any students of the District. However, if the Proposer determines that a visit to a school campus is necessary, the Proposer shall arrange with the District to be accompanied by a District employee at all times or comply with Education Code 45125.1.

INDEPENDENT CONTRACTOR

While performing services for Alum Rock Union Elementary School District, the selected Proposer shall be an independent contractor and not an officer, agent, or employee of the District.

INSURANCE REQUIREMENTS

If selected, Proposer shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-;V" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than \$2,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability not less than \$2,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

MODIFICATIONS

Changes in or additions to the Proposal Form, alternative proposals, or any other modifications of the Proposal Form which is not specifically called for in the Request for Proposals may result in the rejection of the proposal as not being responsive to the Request for Proposals. No oral or telephonic modification of any proposal submitted will be considered.

NON-COLLUSION STATEMENT

Proposers are required to submit the attached Non-Collusion Statement with their Proposals.

PREPARATION OF PROPOSAL

The District is requesting ONE (1) Original, SIX (6) copies and ONE electronic copy (provided on USB Drive) of the proposal submitted. All proposals submitted must be in sealed envelopes/boxes bearing on the outside the name of the Proposer, the address, and the name of the project for which the proposal is submitted. It is the sole responsibility of the Proposer to see that the proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Proposer unopened.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT RIGHTS AND OPTIONS

The Alum Rock Union Elementary School District reserves the right to postpone selection for its own convenience, to withdraw this Request for Qualifications at any time, and to reject any and all SOQ's without indicating any reason for rejection; or to negotiate with any, all, or none of the respondents to the RFQ. This RFQ does not obligate Alum Rock Union Elementary School District to negotiate a contract. RFQ's will not be returned. No compensation shall be paid for any work related to preparation of any proposals. No amount of work is guaranteed.

PRICE, TERMS, AND CONDITIONS

Price, terms, and conditions of this proposal are considered valid for one hundred twenty (120) days, from date of proposal opening, unless the offering party in writing allows for a longer period of time.

QUALIFICATIONS

All companies may be required to furnish evidence of their professional ability, experience, and fiscal responsibility. No proposal will be accepted from, or a contract awarded to, any party or firm in arrears to Alum Rock Union Elementary School District.

QUESTIONS REGARDING THE RFQ

Questions regarding this RFQ should be set forth in writing and sent via e-mail to Mr. Kolvira Chheng at kolvira.chheng@arusd.org and Deborah Slivkoff at dslivkoff@cumming-group.com no later than 4:00:00 PM on December 9, 2022. No other person is authorized to receive questions relating to this RFQ, and the District shall have no obligation to respond to questions sent to any other person or entity. In its discretion, the District may disregard the response of any firm that, in connection with this RFQ, contacts any other District representative including, without limitation, any member of the District Board, Assistant Superintendents, Directors, Assistant Directors, Administrators, Consultants, Managers or any other District personnel.

Responses to questions received by the deadline will be posted on the District website at <http://arusd.org/Purchasing/Bids>. It is the responsibility of the bidder to check this website prior to submitting a proposal.

SIGNATURES

The signature of all persons signing shall be in longhand and executed by principal duly authorized to make contracts. The Proposer's legal name shall be fully stated. Obligations assumed by such signature must be fulfilled.

STAFF ASSISTANCE

The District will provide required information and explanations which are pertinent to the work of the selected Proposer.

STAFFING BY SELECTED PROPOSER

The selected Proposer shall assign qualified professional staff with appropriate licenses, credentials, permits, knowledge, skills, and disciplines to complete the work covered under this RFQ. The District will evaluate the qualifications and availability of key persons to be assigned to serve the District

SELECTION CRITERIA

Responses will be evaluated on various criteria including, but not limited to experience, qualifications, fees, capacity, references, location, and interviews.

SELECTION PROCESS

Written responses may be evaluated and screened down to between one and five in each or all areas of expertise. Finalists will meet with the District for interviews and negotiate final terms, conditions, and pricing of agreement. As it is anticipated that final interviews will be conducted the week of January 16, 2023, if needed. Please keep this date open on your schedules.

SERVICES

This document is intended to establish a high quality, cost-effective and ethical provision of services for the District. Meetings will be held as necessary with appropriate staff to update the District on pending matters.

SUBMISSION FORMAT & REQUIREMENTS

Proposals shall be submitted to Kolvira Chheng, Assistant Superintendent of Business Services, 2930 Gay Avenue, San Jose, CA 95127 on or before 2:00:00 PM on Monday, January 9, 2023. In advance of proposal submissions, questions may be submitted to Mr. Kolvira Chheng at kolvira.chheng@arUSD.org and Deborah Slivkoff at dslivkoff@cumming-group.com no later than 4:00:00 PM on December 9, 2022. The District will post the answers to questions and any addenda to this RFQ on our website at <http://arUSD.org/Purchasing/Bids>.

Firms are responsible for checking this page for additional information prior to submitting Proposals.

The submission requirements for this RFQ are detailed below. Review this RFQ carefully before responding to ensure that you fully understand all procedural and contractual requirements.

Responses to the Request for Proposals shall include **ONE (1) Original, SIX (6) copies and ONE electronic copy provided on a USB Drive.**

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their proposal either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of proposals.

PROPOSAL GUIDELINES/FORMAT

The following format has been prepared as the guide for the development of the proposal in response to the RFQ. The District is extremely interested in the possible project team with which it will be working. All individuals that will be involved with the project should be identified and represent the firm in all discussions and interviews.

FORMAT REQUIREMENTS

Firms responding to this RFQ must comply with the following format requirements. Material must be in 8-1/2 x 11 Inch format. Submittals shall include divider tabs labeled with boldface headers below; e.g. the first tab would be entitled "Cover Letter", the second tab would be entitled "Business Information", etc.

CONTENT REQUIREMENTS

1. COVER LETTER (maximum of 1 page)

- Provide a letter of introduction signed by an authorized officer of the architectural services firm. If the architectural services firm is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.
- Include a brief description of why your firm is well suited for, and can meet, the District's needs.
- Clearly identify the individual(s) who are authorized to speak for the firm during the evaluation process.
- Respondent must include the following statement: "[INSERT ARCHITECTURAL SERVICES FIRM'S NAME] received a copy of the District's form of Architectural Services Agreement ("Agreement") attached as Appendix "A" to the RFQ. [INSERT ARCHITECTURAL SERVICES FIRM'S NAME] has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT ARCHITECTURAL SERVICES FIRM'S NAME] has no objections to the use of the Agreement. "
- Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.
- Respondent shall certify that no official or employee of the firm has ever been convicted of an ethics violation.
- Respondent shall sign and add the following language: "By virtue of submission of this Statement of Qualifications, [INSERT ARCHITECTURAL SERVICES FIRM'S NAME] declares that all information provided is true and correct."

2. BUSINESS INFORMATION

- Firm name.
- Address.
- Telephone.
- Fax.
- Website.
- Name and email of main contact.
- Federal Tax 1.0. Number.
- License and/or Registration Number.
- Type of organization (i.e. corporation, partnership, etc.). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm.
- A brief description and history of the firm, including the date that the firm was established under its given name.
- Number of employees (licensed professionals, technical support.)
- Location of office where the bulk of services solicited will be performed.
- State of California certification for your firm of Small Business or Disabled Veteran Business Enterprise status, if any.

3. RELEVANT QUALIFICATIONS

- Describe your firm's approach to quality control/assurance procedures, including coordination of design disciplines and DSA final certification.
- Describe the approach to conformance with Federal/State/Local applicable code requirements.
- Describe your firm's approach to cost estimating, including some history of cost estimates versus actual bid amount, on three (3) school projects awarded in the last five (5) years. Include at least two (2) examples of school facility modernization projects.
- Describe your firm's experience with construction cost reduction measures such as, but not limited to, value engineering in design and construction.
- Describe your experience with DSA and working within the DSA processes.
- Describe your firm approach modernization projects versus new construction projects.
- Describe your experience with the Commissioning process.
- Describe how your firm has incorporated the use of energy savings in design and your experience with sustainable design and LEED in the context of similar facilities.
- Describe your experience with pre-checked designs, giving specific project details.

4. RELEVANT PROJECT EXPERIENCE

- Provide information about prior services furnished/designs prepared by your firm in the last ten (10) years on a minimum of five (5) K-12 educational projects, including the following data for each project:
- District name and name of contact person, title, telephone number, and email address to be contacted for a reference
- Project name and location
- Beginning and end dates of project (i.e., Notice of Completion and DSA final certification)
- Square footage
- Main program elements
- Original budget, bid amount & final amount at close-out
- Number of RFI's and Change Orders of each project
- Key individuals of the firm involved and their roles in the project
- Sub-consultants, if any, that worked with the firm
- If work was not exclusively by the firm (i.e., joint venture, association), specify role of firm or individual
- Identify whether the project was closed-out with DSA
- Briefly state relevance of projects included for consideration in this RFQ
- Identify any and all K-12 educational projects that have not been closed-out by DSA and provide explanation.

5. PROJECT TEAM SUMMARY

- Identify key team members, including sub-consultants, and state their qualifications relevant to architectural services for a project. Include current fee schedule per hour for proposed firm members(s) and prospective subcontractors.
- Each SOQ must include evidence that the architectural services firm is legally permitted and properly licensed for the scope of work for which the SOQ is submitted and to conduct business in the State of California.
- The District expects that the team shall remain intact through the duration of the Project(s). If a team member must leave, the District reserves the right to approve that team member's replacement.

6. LITIGATION HISTORY

Provide a comprehensive five (5)-year summary of the firm's litigation, arbitration, and negotiated/settled history with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and outcome. A SOQ failing to provide the requested information on lawsuits or litigation, and responses which assert attorney-client privilege and fail to provide the information requested, will be considered non-responsive, disqualified from the selection process, and will not be evaluated.

7. FEE RATE SHEET

Provide your fee rate sheet, including hourly billing rates by position.

8. APPENDIX

- Firm brochure/history/background, reprints
- Key team member resumes

SELECTION PROCESS

A Selection Committee will evaluate all submissions. Based upon the information presented in the submissions, the District's Selection Committee will select firms for interviews. After the interviews, the Selection Committee will identify the qualified firm(s) for inclusion in a pool of qualified firms for future consideration to provide architectural services for projects under Measures A and/or B.

SELECTION CRITERIA

1) Firm Qualifications

- a) Location of office and accessibility to the projects.
- b) Reputation of the firm.
 - i) Satisfaction of previous clients (client relationships).
 - ii) Timeliness of work and ability of the firm to meet schedules.
 - iii) Accuracy of cost estimates.
- c) Current commitments and ability of firm to handle several simultaneous projects.
- d) Level of construction administration services, which are provided by the firm and its consultants during construction.
- e) Capacity and commitment to provide services to client.
- f) Project Architect's knowledge of applicable state regulations.

2) Design Qualifications

- a) Experience in planning, design, cost estimating, and administering the construction of public-school renovation and repair projects.
- b) Experience in successful and timely approval of firm's projects through all state and local regulatory agencies.
- c) Ability to assist with preparing and/or modifying Education Specifications as required by the State agencies and the District's design committee.
- d) Experience with construction cost reduction measures such as, but not limited to, re-use of design plans and construction design.

- e) Knowledge of state laws, the American with Disabilities Act, and other governmental requirements for elementary schools.
- f) Use of energy savings and value engineering in design.
- g) Change Order experience.
- h) Experience in data communication systems used in schools.

DISTRICT INVESTIGATIONS

The District may perform investigations of responding parties that extend beyond contacting the references identified in the SOQ. The District may request an architectural services firm to submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted. At the Selection Committee's discretion, firms may be asked to arrange a tour of a representative facility which they have been responsible for.

INTERVIEWS

The District, at its sole discretion, may elect to interview selected firm(s). The District may elect to interview one or more firms. If a firm is requested to come for an interview, key staff will be expected to attend the interview. The interview will be an opportunity for the District's selection committee to review the firm's qualifications and other matters the committee deems relevant to its evaluation. **Any comments or objections to the form of Agreement attached hereto as Appendix "A" shall be provided in writing before the interview and may be the subject of inquiry at the interview.**

Following the interviews, it is expected that the selection committee will make recommendations to District staff regarding selected firms to be part of the District's pool.

FINAL DETERMINATION AND AWARD

The District reserves the right to contract with any entity responding to this RFQ for all or any portion of the work described herein and/or in an Agreement offered to the entity, to reject any SOQ as non-responsive, and/or not to contract with any architectural services firm for the services described herein. 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 contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any SOQ or response to this RFQ, including any supporting materials.

The awarding of a contract(s) is at the sole discretion of the District. The District may, at its option, determine to award contract(s) only for portions of the scope of work identified herein. In such case, the successful firm(s) will be given the option not to agree to enter into the Agreement and the District will retain the right to negotiate with any other proposing firm selected as a finalist. If no finalist is willing to enter a contract for the reduced scope of work, the District will retain the right to enter into negotiations with any other firm responding to this RFQ.

EXHIBIT "B"
(return with proposal)

ADDITIONAL SERVICES – ROSTER OF RATES

POSITION	HOURLY RATE
Principal Architect	
Project Architect / Senior Associate	
Engineering Coordinator Architect	
Senior Staff AutoCAD / Job Captain	
Interim Staff AutoCAD	
Assistant Staff AutoCAD / Drafting	
Clerical	
<u>List additional below:</u>	

EXHIBIT "C"
(return with proposal)

SUBCONTRACTORS

Identify those Businesses with which you intend to subcontract; the work to be subcontracted; and the percentage of work to be subcontracted.

BUSINESS NAME	WORK SCOPE	PERCENTAGE

PROPOSAL FORM
(return with proposal)

My firm's response to the Request for Proposals is attached and identified as my official response to RFQ No. B222 Architectural Services.

Undersigned agrees to furnish the services stipulated in the attached proposal and signifies acceptance of the terms, conditions and specifications contained in Alum Rock Union Elementary School District RFQ No. B2223-Bonds22

The governing board of Alum Rock Union Elementary School District reserves the right to reject any and all proposals and/or waive any irregularities or informalities in the bidding process.

Company Name: _____

Address: _____

Signature: _____ Date: _____

Print Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
PROPOSER AND SUBMITTED WITH PROPOSAL**

The undersigned declares:

I am the _____ (title) of _____ (company name), the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from bidding. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature

Name (printed)

**RECEIPT OF REQUEST FOR PROPOSAL (RFQ) AND ADDENDA
(TO BE EXECUTED AND RETURNED)**

Upon return of the completed RFQ for Legal Services, the proposer shall acknowledge receipt of the RFQ, all supporting documents, and all addenda. It is the proposer’s responsibility to check the District website at <http://arusd.org/Purchasing/Bids> for addenda. Failure to acknowledge all issued documentation may be grounds for deeming the proposer non-responsive.

Please list each document received and initial where indicated.

Document Name	Initial
1 RFQ dated November 9, 2022	
2 Addendum 1 (if applicable)	
3 Addendum 2 (if applicable)	
4 Addendum 3 (if applicable)	
5 Addendum 4 (if applicable)	
6 Addendum 5 (if applicable)	
7 Addendum 6 (if applicable)	
8 Addendum 7 (if applicable)	

I, the undersigned, on behalf of the (proposer) certify that I have received all documents listed above.

Signature

Date

Title