

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

**Request for Statements of Qualifications and Proposals (“RFQP”)  
for Professional Design and Management Services  
for Oakland Living Schoolyards Implementation Project  
at Manzanita Elementary School and Martin Luther King Jr. Elementary School  
OUSD Project No. 24103**

<b>RFQP Issued:</b>	<b>February 7, 2024</b>
<b>Pre-proposal Meeting</b>	<b>February 14, 2024</b>
<b>Written Requests for Interpretation Due:</b>	<b>February 22, 2024</b>
<b>District Responses in Addendum(s):</b>	<b>February 26, 2024</b>
<b>Proposals Due:</b>	<b>February 29, 2024</b>
<b>Interviews (tentative):</b>	<b>TBD</b>
<b>Selection by Governing Board:</b>	<b>April 24, 2024</b>
<b>Tentative Notice to Proceed:</b>	<b>April 25, 2024</b>

**Request for Statements of Qualifications and Proposals (“RFQP”)  
for Professional Design and Management Services  
for Oakland Living Schoolyards Implementation Project**

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The Governing Board (the “Board”) of the Oakland Unified School District (the “District”) is seeking statements of qualifications and proposals from experienced firms, partnerships, corporations, associations, persons or professional organizations (“Consultants”) to provide professional services in, to include but not limited to, providing design and planning, securing regulatory agency approvals, managing the bid processes, and providing administrative services during the construction phases of the Green Schoolyard Projects.

**1. Critical Dates**

**Submittal Due Date:**

A Proposal in PDF format emailed **no later than February 29, 2024, at 2:00 p.m. (Pacific Time)** to:

Oakland Unified School District  
Department of Facilities Planning and Management  
955 High Street  
Oakland, California 94601

Attention: Juanita Hunter at [juanita.hunter@ousd.org](mailto:juanita.hunter@ousd.org)

Cc: Kenya Chatman at [kenya.chatman@ousd.org](mailto:kenya.chatman@ousd.org) and Colland Jang at [colland.jang@ousd.org](mailto:colland.jang@ousd.org)

Submittals not received by the deadline will be rejected.

**Interview Date:** To be determined.

**Selection Date:**

**As currently scheduled, the Governing Board of the District will award the contract for a Consultant for the Project at its regular Board meeting on April 24, 2024.** The meeting will be held at 4:00 PM (Pacific Time) in the Great Room at the La Escuelita Education Center, 1050 Second Avenue, Oakland, CA. However, the District may choose to select the Consultant at another meeting.

## **2. Local, Small Local and Small Local Resident Business Enterprise Program**

Based on the Project's funding source, the Local Business Utilization Policy requirements are not applicable to the Project.

## **3. Project Description**

The District intends to design and construct living schoolyards for District-owned sites located at 2 OUSD school sites, in Oakland, Alameda County, California (to be referred to in this RFQP as "the Project").

### **Sites:**

- Manzanita Elementary School
- Martin Luther King Jr. Elementary School

### **Project Objectives:**

- Increase understanding of transforming outdoor spaces into living schoolyards.
- Engage school community in living schoolyard design.
- Conduct soils testing, underground utility locating, and complete a geotechnical report.
- Collaborate with science teachers to design outdoor spaces supporting curriculum.
- Broaden the awareness of climate change.
- Secure DSA approvals.
- Implement the construction of the designed project.

### **Design Features:**

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- Outdoor classrooms.
- Picnic areas.
- Planting trees and vegetated landscapes.
- Pollinator gardens.
- Natural play areas and nature-based play structures.
- Raised beds for edible food gardens.
- Stormwater management improvements.

#### 4. Scope of Work

The Scope of Work will be to provide professional services in, to include but not limited to, providing design and planning management, securing regulatory agency approvals, managing the bid processes, and providing administrative services during the design, planning, and construction phases of the Green Schoolyard Projects.

The Scope of Work will also include budget establishment and monitoring, management of the Consultant’s sub-consultants, coordination of licensed landscape architect work with the District staff through the Division of the State Architect (“DSA”) reviews and approval, observation of the construction work as it is being implemented to ensure general conformance with the construction documents, and participation in community engagement and partnership building.

Qualifications shall include management of the licensed landscape architect staff or sub-consultants experienced with OUSD Design Guidelines, DSA requirements, and OUSD maintenance requirements.

The prime objective will be for the Consultant in collaboration with OUSD to plan and manage the design of the improvements at two schoolyards with funding from CAL FIRE Urban & Community Forestry grant awards. The Project Schedule will be:

- Award of Contract(s) by Board of Education (BOE): April 24, 2024
- Procurement by District of Soil Testing/Underground Utility Locating/Geotechnical Reports: April 2024 - May 2024
- Conduct Community Outreach at Implementation Sites: June 2024
- Commence Generation of Plans/Designs: June 2024 - July 2024
- Produce 100% Construction Documents (for DSA Submittal): August 2024 - September 2024
- DSA Submission: October 2024
- Coordinate Bidding for General Contractor: October 2024 - November 2024
- Award of Construction Contract(s) by Board of Education (BOE): January 8, 2025
- DSA Approval of Construction Documents: April 2025
- Removal of Asphalt Paving: May 2025
- Construction Start: June 2025
- Construction Completion: August 2025

- Construction Closeout and DSA Certification: September 2025 - November 2025

The tentative area of work for each site is shown on an aerial site image at the following link:

<https://drive.google.com/drive/folders/15f44heaZBWxeYWI8MT-KseeWATfwWq64>

Access will be granted upon request.

The average estimated construction hard cost is \$1.5M per site, excluding costs for design, construction management, and inspection.

The Consultant will be expected to perform the scope of services described in the District Agreement accompanying this RFQP (*Attachment A*), which will be the form of agreement that the Consultant must execute. Any statement of qualifications and proposal submitted in response to this RFQP (including the proposed contract price) must be based on the scope of services, obligations, and other terms of this RFQP and the attached District Agreement. If the Consultant would like to suggest any edits to the agreement form, they must be submitted at least three weeks ahead of the proposal deadline to allow the District time to consider the suggestion and, if a revision is made, issue an addendum to all proposing entities.

## 5. Statement Format and Content

If an Consultant has any questions (including questions about the form of agreement), it must submit in writing per the schedule on page one of the RFQP to allow the District review and to decide whether to issue an addendum to the RFQP. Written questions sent via email shall be directed to:

Kenya Chatman at [kenya.chatman@ousd.org](mailto:kenya.chatman@ousd.org) and Colland Jang at [colland.jang@ousd.org](mailto:colland.jang@ousd.org)

The statement of qualifications should be clear, concise, complete, well organized, and demonstrate respondent's ability to follow instructions.

Submit proposals in PDF format with no more than 15 single-sided pages in total length for Sections A thru F responses. Sections G thru J, detailed resumes, project information, etc. shall be place in an Appendix which will not towards the 15-page limit.

All respondents are requested to follow the order and format specified below.

The cover shall include the RFQP's title and submittal due date, the name, address, fax number, email address, and the telephone number of the responding firm (or firms if there is a joint venture or association). The cover should also identify the proposed Lead Consultant for the Project.

The table of contents shall include complete and clear listings of headings and pages to allow easy reference to key information.

The following sections should be included in the statement in the order listed:

### A. Cover Letter

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A cover letter signed by an authorized officer of the firm submitting the statement, or signed by another person with authority to act on behalf of and bind the firm. Indicate contact person(s) for this Project.

#### **B. Mandatory Qualifications**

Respondents must be or have a sub-consultant hold a Landscape Architect license which is current, valid and in good standing with the California Landscape Architects Board. Respondents must have the necessary qualifications to provide the requested services in accordance with California law. Provide the following information for each license:

1. Name of license holder exactly as on file.
2. License number and expiration date.
3. Whether license has been suspended or revoked in the past 5 years. If so, explain.

#### **C. Organization, Credentials, and General Background**

Please provide a brief history of your organization, including:

1. Number of years the organization has been in business.
2. Location of office that will perform the work required by this Request for Statements of Qualifications.
3. List of basic services provided by your organization.
4. List the name and address of your current legal counsel, and generally describe the services provided by him/her. Also list any other legal counsel that has represented you during the last three years.

#### **D. School Facilities Planning and Design Experience**

Describe the experiences/background of your organization in providing design and contract administration services for public school facilities as required by this Request for Statements of Qualifications. Provide a list of similar public works projects performed over the last 5 years, and every public works project over the last 3 years, including start and finish dates, project cost, contractor, owner, and owner contact information.

#### **E. Past Performance Record**

If any of the following has occurred, please describe in detail the circumstances for each occurrence:

1. Failure to enter into a contract once selected/awarded.
2. Withdrawal of a proposal as a result of an error.

3. Termination or failure to complete a contract.
4. Debarment by any municipal, county, state, federal or local agency.
5. Involvement in litigation, arbitration or mediation.
6. Conviction of the firm or its principals for violating any federal or state law related to professional practice or contract performance.
7. Knowing concealment of any deficiency in the performance of a prior contract.
8. Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
9. Willful disregard for applicable rules, laws or regulations.

#### **F. Project Team**

1. Identify key team members for this Project and provide their qualifications.
2. Describe how the Project would be staffed.
3. Identify all of your proposed sub-consultants for the Project and provide their qualifications.
4. Provide an organization chart for the Project.
5. List the percentage of your firm's basic services on the Project that will be performed by DVBE (if DVBE is required by Education Code §17076.11); and if that percentage is less than 3%, submit a verified description of your good faith efforts to include DVBE in your team. Use the District's forms (see Attachment C).
6. Include an executed Fingerprinting Notice and Acknowledgement form (see Attachment D).

#### **G. Client Satisfaction/References (Appendix)**

Provide a list of at least five educational client references for which your organization has performed design services similar to those required by this RFQP. References must include:

1. Name, address, telephone number, email address, and a contact person of the project owner.
2. Name, address, telephone number, email address, and a contact person for the contractor(s) working on the project(s).
3. Describe the project(s) on which your organization provided services, including costs.

#### **H. Insurance (Appendix)**

Attach a letter from your insurance company or a certificate of insurance ("ACORD") indicating your firm's ability to provide insurance. The following insurance shall be maintained by the Consultant in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written, to the extent reasonably available, on an "occurrence" basis:

1. A.M. Best financial rating of A- or better.
2. Commercial General Liability Insurance: Commercial General Liability Insurance shall be at least as broad as Insurance Services office General Liability Coverage (Occurrence Form CG 0001). Commercial General Liability Insurance shall be in amounts not less than Two Million Dollars (\$2,000,000) general aggregate, Two Million Dollars (\$2,000,000) personal and advertising injury aggregate, with a per occurrence limit of One Million Dollars (\$1,000,000);
3. Automobile Liability Insurance: Automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Automobile Liability Insurance covering motor vehicles shall be in an amount not less than One Million Dollars (\$1,000,000) combined single limit.
4. Workers' Compensation and Employer's Liability Insurance: The selected Consultant shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on the Project, in accordance with the "Workers Compensation and Insurance Act," Division IV of the California Labor Code. The selected Consultant shall provide employer's liability insurance in the amount of at least One Million Dollars (\$1,000,000) per accident for bodily injury and disease.
5. Errors and Omissions Insurance: Errors and Omissions Insurance on an claims made basis with a limit of at least One Million Dollars (\$1,000,000) with a deductible in an amount not to exceed the sum of Ten Thousand Dollars (\$10,000). If liability insurance is not reasonably available on an occurrence basis, Consultant shall provide liability insurance on a claims-made basis.
6. All insurance will be in a form and with insurance companies acceptable to the District.
7. Insurance carriers shall be qualified to do business in California and maintain an agent for process within the State.

#### **I. Current and Contracted Projects (Appendix)**

Attach a list of your firm's projects currently underway and those contracted for but not yet underway. List actual or expected start and completion dates of the projects, and explain how your firm will be able to effectively manage and perform the District's Project while also managing and performing the listed projects.

#### **J. Proposed Compensation**

Attach a proposal for compensation to Consultant for the professional services for the entire Project, including all services required by this RFPQ and the enclosed agreement (*Attachment A*). The proposed compensation must cover all of the Consultant's expenses (including overhead), and its profit, for the Project. As outlined in *Attachment A*, the proposed compensation for Basic Services must be in the form of a not-to-exceed fee, the proposed compensation for Additional Services must be in the form of hourly rates with a not-to-exceed cap, and the proposed compensation for reimbursable expenses must be a not-to-exceed cap. The proposal must include a detailed breakdown and explanation of how the proposed compensation was calculated by Consultant for this particular Project, including a spreadsheet or matrix showing

the estimated hours of work and applicable rates for each phase of the Project that are the basis of the Consultant's calculation of the not-to-exceed cap, and a list of all expected reimbursable expenses and each one's expected cost.

Firms shall provide in its fee proposal with the following:

Include a line item for a 10% contingency to the proposed fee. The proposed fee with the 10% contingency will be considered the not-to-exceed fee for the Project. The contingency will be to cover potential additional services and shall be subject to District approval.

Breakdown of Fee Proposal shall be submitted as follows:

- Proposed Fee
- Contingency of 10% of Proposed Fee
- Not-to-Exceed Fee (Proposed Fee plus 10% Contingency)

Fee proposals and future invoices to include a schedule of values per site. District may award to multiple respondents based on the evaluation of proposals.

Provide a detailed schedule of the Consultant's and Sub-consultant's hourly billing rates and a breakdown of associated costs for all tasks proposed (including contingency costs per task). Also note the time period that the fee schedule would apply and shall include the period covering the project duration.

## 6. Selection Process

- A. The purpose of this RFQP is to enable the District to select the firm with whom the District intends to enter a contract for design of the entire Project pursuant to the attached District Agreement.
- B. The District will use the selection and negotiation process outlined below. A review and selection committee composed of key District officials and consultants will review and evaluate all submittals and may conduct interviews.
- C. Statements and proposals will be opened privately to assure confidentiality and to avoid disclosure of the contents to competing respondents prior to and during the review, evaluation, and negotiation processes. However, to the extent that the submittals are public records under California law, they may be subject to release to members of the public if specifically requested under applicable law.
- D. The following items will be considered by the District in the evaluation and selection process:
  1. Conformance of the submission to the specified format.
  2. Organization, presentation, and content of the submission.
  3. Qualifications and experience, especially on public school construction.
  4. Ability to work with diverse decision makers.
  5. Creative problem-solving capabilities.
  6. Experience with a variety of construction delivery methods.

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7. Strength of client recommendations.
8. Performance on past projects.
9. Proposed methods and overall strategic plan to accomplish the work in a timely and competent manner within the District's financial constraints and time frames.
10. Reasonableness of proposed compensation for all professional services for the entire Project, including the amount of the not-to-exceed cap.

## 7. Interviews, Selection, and Contract Negotiations

The District may, but is not obligated to, conduct interviews with the Consultants that respond to this RFQP. If conducted, the interviews will be held on a date and time to be determined via Zoom Meeting. At the time of the interview, the Consultant's design team will be required to attend.

The District will enter negotiations with one or more of the proposing entities regarding the amount of compensation. Other than the amount of compensation, the terms of the District Agreement (*Attachment A*), including the compensation structure, are not negotiable, suggested edits to the agreement will not be considered after the deadline in Section 3 above, and Consultant's submittal of a proposal shall be deemed acceptance of the agreement's terms. The District's staff will not present a Consultant or the agreement to the Board for approval and award until the agreement's terms, including the amount of compensation, are finalized and the Consultant signs the agreement. The District is under no obligation to enter an agreement with any of the proposing entities. The District reserves the right to award the contract to the entity the District deems most suitable to undertake the Project based on many factors, including demonstrated competence, qualifications for the types of services to be performed, and a fair and reasonable price. The District further reserves the right to reject any or all statements, or waive any irregularities in any of the statements submitted pursuant to this RFQP.

## 8. General Information

**Amendments:** The District reserves the right to cancel or revise this RFQP in part or in its entirety. If the District cancels or revises the RFQP, all Respondents will be notified by addenda. The District also reserves the right to extend the date responses are due, or postpone the interview date.

**Inquiries:** Any questions concerning this RFQP or selection process may be directed Kenya Chatman at [kenya.chatman@ousd.org](mailto:kenya.chatman@ousd.org) and Colland Jang at [colland.jang@ousd.org](mailto:colland.jang@ousd.org). Replies involving any substantive issues will be issued by addenda and posted on the District's website at the following link: <https://www.ousd.org/Page/21608>

## 9. Special Conditions

**Full Opportunity:** The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprise ("SLBE"), Small Emerging Local Business Enterprise ("SELBE") and Disabled Veterans Business Enterprise ("DVBE") firms shall be afforded full opportunity to submit qualifications in response to this notice and will not be discriminated against

on the basis of race, color, national origin, ancestry, disability, gender, transgender status, political affiliation, or religion in any consideration leading to the award of 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.

**Costs:** Costs of preparing a statement in response to this RFQP are solely the responsibility of the Respondent.

**Limitations:** This RFQP does not commit the District to award a contract, to defray any costs incurred in the preparation of a statement pursuant to the RFQP, or to procure or contract for work. The District reserves the right to waive any irregularities in the statements received pursuant to this RFQP, or in the process outlined herein for selection of a Consultant for the Project.

**Sanctions in Response to Russian Aggression:** See the requirements for such sanctions in the Agreement attached to this RFQP.

**ATTACHMENT A**

**FORM OF AGREEMENT**

**SEE AGREEMENT SPECIMEN FOR NOT-TO-EXCEED FEE STRUCTURE**

**ATTACHMENT B**

**NOT USED**

**ATTACHMENT C**

**DVBE CERTIFICATION AND DVBE WORKSHEET**

**ATTACHMENT D**

**FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT FORM**