

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

REQUEST FOR PROPOSALS (RFP) ARCHITECTURAL DESIGN SERVICES OAKLAND UNIFIED SCHOOL DISTRICT MEASURE B BOND PROGRAM (RFP-AOR NO.001-2009) June 15, 2009

Projects:

- 1) Montclair Elementary School – New Classroom/Multipurpose Building/Cafeteria
- 2) McClymonds Football Field Turf Replacement
- 3) Frick Wellness Center
- 4) Skyline Wellness Center
- 5) Elmhurst Wellness Center

The Oakland Unified School District (District) is requesting proposals for architectural services for the above listed projects. **A separate proposal must be submitted for each project for which you wish to be considered.**

BACKGROUND

The basic facility needs of students such as proper lighting, air quality, noise control and well maintained buildings, not only convey the message that we value our students and teachers, but may foster a sense of school pride and community ownership which may improve attitudes towards learning. Improvements in daylighting, comfortable learning environments, and energy and resource conservation are District goals.

A typical modernization project may include: utility services, access improvements, lighting, finish replacements, roof, windows, skylights, mechanical systems, and electrical upgrades (including clock/bell/intercom, fire, data, entry control and cctv)

A typical portable replacement project may include replacement of existing portable with a new classroom building and may include a configuration change to two small schools.

GENERAL STATEMENT OF WORK

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

Design and Related work Modernizations

- Develop design and related work for selected projects in accordance with the District's standard design parameters
- Assist 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, 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, recommendation and submittal to District of any change orders.
- Prepare as-builts of completed project.
- Assist 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 all projects will either be CHPS certified or designed to meet CHPS criteria.

LIST OF SPECIFIC PROJECTS AVAILABLE FOR SUBMISSION OF PROPOSALS:

SCHOOL SITE NAME	PROJECT NO./NAME	CONSTRUCTION BUDGET
Montclair Elementary School 1757 Mountain Blvd, 94611	Project No. 07069 New Classroom/Multipurpose/Cafeteria Building	\$ 12,000,000
McClymonds High School 2607 Myrtle Street, 94607	Project No. 07069 Football Field Turf Replacement	\$ 1,900,000
Skyline High School 12250 Skyline Blvd, 94619	Project No. 07075 Renovation of approx. 1,000sqft of existing space to create a New Wellness Center,	\$500,000
Frick Middle 2845 64 th Ave, 94605	Project No. 07077 Renovation of approx. 1,000sqft of existing space to create a New Wellness Center,	\$500,000
Elmhurst Middle School 1800 98 th Ave, 94603	Project No. 07078 Renovation of approx. 1,000sqft of existing space to create a New Wellness Center,	\$500,000

Consultants should mail or deliver Three (3) copies of their proposals to:

Tadashi Nakadegawa, Director
Department of Facilities Planning and Management
Oakland Unified School District
955 High Street, Oakland, CA 94604

All specific Project Proposals are due by 2 p.m., on July 14, 2009. Fax or email submittals will not be accepted. If you have any questions regarding this Request for Proposal(s) please call or email Tadashi Nakadegawa, Director, Facilities Planning and Management at (510) 879-2962, tadashi.nakadegawa@ousd.k12.ca.us.

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.

PROPOSAL REQUIREMENTS AND CONDITIONS:

A separate proposal is required for each project for which you desire to provide services. The Proposal must address all items set forth in the General Statement of Work: All proposals are to be submitted on 8 1/2" x 11" paper and limited to 25 total pages. The Proposal must be organized in the following order:

A) Cover Letter/Letter of Interest

Include name of firm, address, telephone number, fax number, type of firm (i.e., corporation), California Registration Number and name of principal contact. The following statement must be included in the letter:

"The (firm's name) received the architect agreements used by Oakland Unified School District. If given the opportunity to contract with the District, the (firm's name) has no objections to the use of these agreements."

Letter must be signed by representative of firm with authorization to bind firm by contract.

B) Firm Information

Provide a brief history of firm(s), including:

- Number of years in business.
- Proposed firm member(s) to serve the District and qualification of member(s).
- Location of office where project will be designed and managed. This office must be within 20 miles of either the project location or OUSD Facilities Office.
- List the school projects of similar scope either completed or in progress by firm in last five years and the grade level and dollar value of those projects.

C) Firm Resources

Explain the firm's technical capabilities in the following areas:

- Project delivery abilities including but not limited to creative design solutions, expedited approvals and cost efficient construction administration.
- Quality control/assurance procedures, including coordination of design disciplines.
- Experience with State/Local Agencies, including but not limited to:
OPSC/SAB Funding, Approvals, Advocacy
DSA Approvals, Advocacy

D) Financial Resources, Stability

- Provide a staffing history for the last 5 years and a projected level for next year
- Claims over the past three years paid against errors and omissions insurance.
- Claims of any sort made against firm over the past three years and current disposition of each.

E) Fee Schedule

Submit your current fee schedule per hour for proposed firm member(s) and prospective subcontractors using the Schedule of Rates contained herein.

F) Firm References

Provide five references from School Districts where your firm completed projects within the last three years. Include name of project, project cost (breakdown site and construction), project site change order (amount and percentage to original contracted cost), project construction change order (amount and percentage to original contracted cost), completion date and contact person.

G) Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE)

Meet the requirement as set forth by OUSD's Local, Small Local and Small Local Resident Business enterprise program (L/SL/SLRBE). The Local Business Policy is located at OUSD website <http://webportal.ousd.k12.ca.us> under bidding information.

- i) Business entities must be Certified by the City of Oakland
- ii) Supplement (E) for proof of certification and residency verification

Technical Proposal. This shall include but not be limited to the following information:

1. A statement concerning Proposer's interpretation of the District's objectives. Specific conditions of the site should be addressed including any recommendations. Relevant experience to these specifics should be included.
2. A description of the services as understood by the Proposer. The services described by Proposer must be fully responsive to this RFP. Eliminations or conditions by Proposer regarding performance of services required by this RFP may result in a Proposal being judged as non-responsive.
3. If the Proposer 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 the Technical Proposal. If no written agreement or understanding exists, then the joint venture shall include in its Technical Proposal a written statement explaining how the joint venture will fulfill the requirements of the Agreement included as Appendix A of this RFP. Such explanation shall fully discuss and identify the responsibility of the joint venture for performing the services and providing the required insurance and indemnification.

Short-List Selection Process

Firm(s) will be short listed through the following selection process:

- Each Proposal will be reviewed based on the firm's capabilities and resources, qualification of key individuals, experience on similar projects and references;
- Firm(s) may be invited to interview for specific projects by District staff. Interview guidelines will be provided to firm(s).
- The district will make a selection recommendation to the District's Board of Education (Board). The selected firm will be required to execute the districts standard architectural services contract, a sample of this agreement can be viewed on the district's website, under the Facilities section.

Indemnification Requirement

Pursuant to Public Contract Code section 20103.6(a)(2), the selected architect must defend, indemnify and hold harmless the Oakland Unified School District, its directors, officers, agents, employees and representatives from and against all claims, demands, and judgments arising out of the architects performance or nonperformance of its agreement with the District. (Please review the indemnification clause in Article 8 of the attached agreement).

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 and firms must examine the Contract Documents carefully. It shall be the duty of every person contemplating submitting a proposal to contact Tadashi Nakadegawa, Director of Facilities and request in writing, 15 days before the proposal submittal date of **July 14th, 2009** 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 a proposer’s 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 addenda only, duly issued by the District. Copies of such addenda will be mailed or delivered to each firm receiving a set of said Request for Proposals. Upon such mailing or delivery, such addendum will become a part of the Contract Documents, and binding on all Proposers whether or not actual notices of such addenda are shown.

Interpretations or Corrections Binding.

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

Form of Proposal and Signature.

The Proposal shall be made on the form provided therefore. 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 telegraphic or facsimile 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 the Notice. No Proposals received after said time or at any place other than the time and place as stated in the Notice will be considered.

Canvass of Proposals.

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.

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.

It 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 therefrom.

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 a Certificate 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 Contractor

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, do and 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.

SPECIAL PROVISIONS - PROPOSAL REQUIREMENTS AND CONDITIONS

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
June 30, 2009	Written requests for Interpretation, Correction or Modification are due.
July 7, 2009	District will respond to requests for clarification.
July 14, 2009	Proposals Due by 2:00 p.m.
July 17, 2009	Selection of Consultant(s) scheduled to be made, formal recommendation to be submitted to the board.
August 12, 2009	Board Meeting – Tentative approval of contracts
August 17, 2009	Tentative Notice to Proceed issued to consultants

PROPOSAL FORM

The Oakland Unified School District will select the successful Architectural Firm and said firm shall be expected to enter into a contract with the District within 30 days following said selection.

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