OVERVIEW AND SUBMISSION GUIDELINES

The Santa Clara Unified School District ("District") is seeking Statements of Qualifications ("SOQ") from qualified persons, Firms, contractors, partnerships, corporations, associations, or professional organizations ("Firm") in response to this Request for Qualifications ("RFQ") for Districtwide Ongoing Architectural and Engineering Services ("Architectural Services") for District projects or services as required by the District.

This RFQ is not a formal request for bids or an offer by the District to contract with any Firm responding to this RFQ. The District intends to choose multiple Firms that respond to this RFQ to include in its pool of qualified Firms. Inclusion in this pool and any award of a contract will be subject to approval by the District’s Board of Trustees.

Respondents to this RFQ should submit responses electronically in PDF format via email. Respondent is responsible for verifying that the email and attachments have been received. Email to:

MELISSA KERSH
mkersh@scusd.net
PROJECT MANAGER, FACILITY DEVELOPMENT AND PLANNING
SANTA CLARA UNIFIED SCHOOL DISTRICT

ALL RESPONSES ARE DUE BY 4:00 P.M., ON MARCH 12, 2020.

LATE SUBMITTALS WILL NOT BE ACCEPTED OR CONSIDERED.

Any questions regarding this RFQ must be put in writing and sent by email to Melissa Kersh at mkersh@scusd.net on or before March 3, 2020 at 4:00 p.m.

All responses will be communicated in writing to all recipients of this RFQ. Email mkersh@scusd.net to verify that you have received the RFQ and would like any addendums emailed to you. The addendums will also be posted on the District website.

Questions received after the date and time stated above will not be accepted, and will not be responded to. Respondents shall not, directly or indirectly, communicate with any employee, officer, Board of Trustees member, agent or representative of the District regarding the RFQ or Architectural Services required by the RFQ except for the District Contact person noted above. The RFQ Response of a Respondent who has engaged in any action or activity inconsistent with or in violation of the foregoing is subject to rejection for non-responsiveness.
I. INTRODUCTION

The Santa Clara Unified School District (“District”) is a public school district covering a 56 square mile area within Northern California and containing neighborhoods in the cities of Santa Clara, Sunnyvale, San Jose, and Cupertino. The District has over 1.5 million square feet of building area and includes 17 elementary schools, 1 K-8 school, 3 middle schools, 2 high schools, 3 alternative high schools, 4 leased sites, and 1 District Office site. Construction has commenced for a new elementary, middle, and high school in North San Jose.

The District Community passed 2 General Obligation Bonds recently: Measure H, 2014 - $419 million and Measure BB, 2018 - $720 million. This RFQ will cover projects within various District Departments including, Bond Projects, Facility Development and Planning, Maintenance, Grounds, and Technology.

The District is seeking Statements of Qualifications (“SOQ”) from qualified Firms, partnerships, corporations, associations, persons, or professional organizations (“Respondent(s”)” in response to this Request for Qualifications (“RFQ”) for Districtwide Ongoing Architectural and Engineering Services (“Architectural Services”) for District projects or services as required by the District. Respondents must have extensive experience with the Uniform Building Code (UBC), Title 24 of the California Code of Regulations, California Department of Education (CDE), Department of Toxic Substances Control (DTSC), California Geologic Survey, the Division of State Architect (DSA) and the Office of Public School Construction (OPSC). Respondents must have extensive experience (minimum of 5 years) in the design of public school facilities, working with construction managers, contractors, District personnel and other school facility related consultants, and establishing project scope and project budgets.

This RFQ is for selection of a Firm, or Firms, to provide architectural and engineering related services for master planning, design, bidding, modernization of buildings, and/or design of new facilities as assigned from time-to-time by the District. The Firm selected to provide the Architectural Services, its personnel assigned to any Project along with the Sub-Consultants, and their Project personnel must possess experience, skills, and resources to meet the District’s Project schedule, budget, programming requirements, and design objectives. The District in accordance with the criteria established in this RFQ will evaluate timely submitted RFQ Responses.

This RFQ is not a formal request for bids or an offer by the District to contract with any Firm responding to this RFQ. The District intends to choose multiple Firms that respond to this RFQ to include in its pool of qualified Firms. Inclusion in this pool and any award of a contract will be subject to the District’s Board of Trustees approval.

A. LIMITATIONS AND DISTRICT RIGHT TO REJECT

The District reserves the right to contract with any entity responding to this RFQ. This RFQ is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFQ. This RFQ does not commit the District to select any Firm and the District makes no representation that participation in the RFQ process will lead to an award.
of contract or any consideration whatsoever. It is at the sole discretion of the District to award a contract for the Services or no contract at all.

The District shall not be liable for any costs incurred in preparing and submitting responses to this RFQ. In no event will the District reimburse any respondent for any costs or expenses incurred in preparing and submitting responses to this RFQ.

The District, in its sole discretion, reserves the right to:

1. Accept or reject any and all submittals, or any portion or combination thereof;
2. Contract with any entity responding to this RFQ in whatever manner the District decides; and/or
3. Waive any informality or non-substantive irregularity, not affected by law, as the interests of the District may require.

The Respondent’s SOQ, 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 materials 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 and Proposals 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.

The District reserves the right to add additional Firms for consideration after receipt of SOQs in response to this RFQ if it is found to be in the best interest of the District. All decisions concerning Firm selection will be made in the best interests of the District.

**B. 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 minority and women business enterprises shall be afforded full opportunity to submit SOQs and Proposals in response to this RFQ and will not be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national original, 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.

**C. 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 responding to this RFQ, nor any officer, employee, representative, agent, or contractor 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(s) with any member of the District’s governing board ("Board"), Committee members, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification of the Firm submitting a SOQ and Proposal.

II. SCOPE OF REQUIRED SERVICES

Although the full scope of services shall be stated in the separate contract agreement (i.e., the Master Agreement for Districtwide Ongoing Architectural and Engineering Services, the "Agreement"), the Respondent will be expected to be capable of fulfilling, at a minimum the following requirements:

A. BASIC SERVICES

The Firm(s) selected through this RFQ will be assigned Architectural Services from time-to-time during the time of the Agreement. The scope of Architectural Services will vary from project-to-project and may include, but is not limited to, the following: Master Planning, Programming Phase, Schematic Design Phase, Design Development Phase, Construction Documents Phase, Technical Specifications, Value Engineering, Permitting/Agency Approvals Phase, Bidding Phase, Construction Administration Phase, and the Post Construction Phase.

Architect’s Basic Services shall consist of all architectural, structural, mechanical, electrical, low voltage, plumbing, civil engineering, interior finishes, landscape design, and statements of probable construction cost required, or which can be reasonably inferred to be required and generally accepted architectural and engineering practice, for the completion of the project.

B. PERSONNEL

Architect will appoint a Project Architect. The Project Architect shall 1) be available to District on or off site as required for the proper performance of all matters relating to the project; 2) provide overall direction of the planning and design of the project; 3) maintain oversite of the project at all times; 4) have full authority to represent and act on behalf of Architect for all purposes under the Agreement; 5) supervise, coordinate, and direct the architectural services using their professional skill and attention.

The Architect shall be responsible to the District for the work of the Architect’s professional consultants. Architect shall be responsible for the work of its consultants, shall coordinate the work of its consultants, and shall review, approve and back-check all documents produced by its consultants for the District.

C. DISTRICT GOALS

1. Alignment with District Educational Program. The projects must enable and foster multiple modalities of learning. The facilities must provide opportunities for collaboration between teachers, staff, and students. Design should take advantage of research on the influence of space and the environment on the brain and learning. The projects must be sufficiently flexible to respond to rapidly changing teaching and learning methods and
technologies as well as community expectations in the Silicon Valley economy and culture. The projects must also foster equity and opportunity for all District students.

2. **Sustainability.** The District intends to participate in a CHPS Verified program with the Collaborative for High Performance Schools. Sustainability and energy efficiency are high priorities for the District in areas such as:
   
   a. Reduced energy consumption  
   b. Alternative energy generation  
   c. Water management including domestic, reclaimed and storm resources  
   d. Operational efficiency  
   e. Traffic management/mitigation  
   f. Carbon footprint

3. **Safety and Security.** The District seeks a comprehensive and balanced approach to:
   
   a. Traffic, parking and multiple modes of transport  
   b. Protected student pathways  
   c. Access control  
   d. Supervision and surveillance

4. **Integration into Neighborhoods and Environment.** The projects must respect and integrate well into the surrounding streets and neighborhoods.

### III. MINIMUM REQUIREMENTS

Selected Firm(s) must be able to execute the District’s Agreement. A copy of the District’s form Agreement for Districtwide Ongoing Architectural and Engineering Services is attached to this RFQ as Attachment B.

**A. INDEMNITY**

Firms responding to this RFQ must acknowledge that they have reviewed these provisions of the Agreement and must agree to the indemnity provisions and insurance provisions contained in the Agreement attached as Attachment B to this RFQ and confirm in writing that, if given the opportunity to contract with the District, the Firm has no substantive objections to the use of the District’s Agreement.

**B. INSURANCE**

The District requires at least the following insurance coverage:

   
   a. $2,000,000  
   b. $4,000,000
2. Automobile Liability Insurance
   a. $1,000,000 Each Occurrence
   b. $2,000,000 General Aggregate

3. Workers Compensation
   a. In accordance with applicable laws

4. Professional Liability
   a. $2,000,000

The successful respondent shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. Insurance policy(ies) shall not be amended or modified and coverage amounts shall not be reduced without thirty (30) days’ written notice to District prior to modification and/or cancellation. Consultant shall not allow any employee or agent to commence work on any contract or any subcontract until the insurance required of the Contractor, employee, or agent has been obtained.

IV. CONFLICT OF INTEREST

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, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the District.

V. ASSIGNMENT

Any contract resulting from this RFQ and any amendments or supplements thereto shall not be assignable by the successful Firm either voluntarily or by operation of law without the written approval of the District.

VI. STATEMENT OF QUALIFICATIONS

A. MINIMUM QUALIFICATIONS

See Attachment A, Respondent Qualifications Statement, Part 2 Questionnaire, items 2.1 through 2.5 for minimum qualifications for projects.

B. REQUIREMENTS AND INSTRUCTIONS

1. District Modifications to RFQ. The District expressly reserves the right to modify any portion of this RFQ prior to the latest date/time for submission of RFQ Responses, including without limitation, the cancellation of this RFQ. Modifications, if any, made by the District to the RFQ will be in writing; potential Respondents who have obtained this RFQ from the District prior to any such modifications will be issued modifications to the RFQ by written addenda.
2. **No Oral Clarifications/Modifications.** The District will not provide oral clarifications or modifications to the RFQ or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFQ. No Respondent shall rely on oral clarification or modification to the RFQ.

3. **Public Records.** Except for materials deemed Trade Secrets (as defined in California Civil Code §3426.1), materials specifically marked “Confidential” or “Proprietary” and Respondents’ Financial Statements if required, all materials submitted in response to this RFQ are deemed property of the District and public records upon submission to the District. The foregoing notwithstanding, the District may reject for non-responsiveness the RFQ Response of a Respondent who indiscriminately notes that its RFQ Response or portions thereof are “Trade Secret” “Confidential” or “Proprietary” and exempt from disclosure as a public record. The District is not liable or responsible for the disclosure of RFQ Responses, or portions thereof, deemed to be public records, including those exempt from disclosure if disclosure is required by operation of law, or by an order of a court of competent jurisdiction, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a RFQ Response deemed exempt from disclosure hereunder, by submitting a response to this RFQ, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys’ fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense of the District in any action or proceeding seeking to compel disclosure of such materials; the District’s sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

4. **Errors/Discrepancies/Clarifications to RFQ.** If a Respondent encounters errors or discrepancies in this RFQ or portions hereof, the Respondent shall immediately notify the District of such error or discrepancy. Any Respondent seeking clarification of any portion of this RFQ shall submit the requested clarification in writing to the District. Responses of the District to any requested clarification will be in writing; if in the sole judgment of the District, any clarification response affects the RFQ or other Respondents, the District will issue the clarification response by a written addendum distributed to all potential Respondents who have theretofore obtained this RFQ from the District. All requests for clarification of this RFQ must be submitted and actually received by the District no later than the date and time listed in the RFQ Response Schedule Summary. The District will not respond to clarification requests submitted thereafter. All communications to the District shall be in writing to the designated District RFQ Contact.

5. **RFQ Response Costs.** All costs and expenses incurred by a Respondent to prepare and submit a response to this RFQ shall be borne solely and exclusively by the Respondent.
6. RFQ Documents. In addition to this RFQ, the following form a part of the RFQ:

   a. **Attachment A** - Respondent’s Qualifications Statement  
   b. **Attachment B** - Agreement for Districtwide Ongoing Architectural and Engineering Services

C. RFQ RESPONSE

7. Submission.

   a. **Due Date and Time.** The latest date and time for submission of RFQ Responses is listed in the RFQ Response Schedule Summary under Section VII Evaluation and Selection Criteria. Responses, which are not actually received by the District in accordance with the foregoing at or prior to the latest date/time for submission of RFQ Responses, will be rejected by the District for nonresponsiveness. Respondents are solely responsible for the timely submission of RFQ Responses.

   b. **Electronic Submission.** RFQ Responses must be submitted electronically via e-mail to the District Contact listed under Section VII Evaluation and Selection Criteria. RFQ Response files may be submitted as e-mail attachments or via download link or shared folder. The Respondent is responsible for obtaining confirmation that its RFQ Response has been received by the District Contact person.

   c. **Electronic File Format.** Files must be in PDF format. All materials submitted in response to this RFQ shall be organized in sequential files or folders. Files shall be bookmarked in a table of contents order.

8. **Format and Organization.** Each RFQ Response must conform to the following described organizational format and must include the contents described below. Failure of a Respondent to submit its RFQ Response in a format and with contents conforming to the following requirements will be a basis for the District’s rejection of such RFQ Response for non-responsiveness.

   a. **Cover Sheet.** Identify the submittal as the Response to this RFQ and an identification of the Firm with address, telephone numbers and email addresses of the Firm’s principal contacts in connection with this RFQ and any personnel who should be receiving notices and other communications from the District regarding the RFQ.

   b. **Executive Summary.** Include a summary of the main points of the case being made for the Firm.

   c. **Table of Contents.** Include a Table of Contents reflecting the Respondent’s responses to each of the items set forth below.

   d. **Section 1 - Respondent Qualifications Statement.** Complete the Qualifications Statement attached as Attachment A to this RFQ for the Respondent.
e. **Section 2 - Respondent’s Relevant Project Experience.** Provide details of Projects for which the Respondent served as the Architect of Record which reflect the skills, experience and other qualifications of the Respondent to successfully complete Architectural Services for the Project. The Projects identified, described and discussed must conform to the following criteria: (i) Project subject to DSA jurisdiction and DSA construction oversight; and (ii) Project construction costs (excluding costs of property acquisition, design or project management fees and permitting and entitlement costs) both above and below $10,000,000.

f. **Section 3 - Personnel Resources.** Describe the Firm’s organizational structure and resources including Principals-in-Charge, Project Managers, Job Captains, Administrators, Technicians, etc. List individuals with specific expertise who would be available to work with the District.

g. **Section 4 - Project Design Approach.** Describe how the Firm, solicits, articulates, documents, and controls various categories of project requirements from all stakeholders. How are those requirements managed, interpreted, translated and communicated to project team members? How are those requirements incorporated into not only the Construction Documents but also the completed Project? How are the requirements validated, verified, audited, and communicated during the Project lifecycle? Present the Firms differentiating capabilities in K-12 educational facilities design.

h. **Section 5 - Cost and Schedule Control.** Describe how the Firm manages the constraints of available project budgets and interim and final schedule milestone dates.

i. **Section 6 - Technical Capability.** Describe the Firm’s capabilities in the following areas:

   - Project Management
   - Collaboration
   - Building Information Modeling
   - Virtual Design and Construction
   - Environmental Modeling and Sustainable Design
   - Lean Design Processes
   - Construction Documents Development
   - Regulatory Approvals- DSA, CDE, OPSC, Health Department
   - Construction Administration and Closeout
   - CA Office of Public School Construction Project Estimates

j. **Section 7 - Sub-Consultants.** The District desires to have input into the selection of design sub-consultants. List one or more sub-consultant Firms for the following disciplines who may be recommended for a Project. If any of these services are in house, state how communication works between the different departments in the Firm.

   Structural, Communications, Mechanical, Acoustical, Plumbing, Civil, Electrical, Doors and Hardware, Construction Estimates, Sports Fields,

**k. Section 8 - Acknowledgment of Addenda.** If the District issued Addenda to the RFQ, include the following statement:

“The Respondent submitting this RFQ Response acknowledges receipt of Addenda Numbers____________. The Respondent confirms that requirements noted in the foregoing Addenda are incorporated into the RFQ Response.”

**VII. EVALUATION AND SELECTION CRITERIA**

**A. GENERAL**

Each timely submitted RFQ Response will be independently reviewed by the selection committee. A RFQ Response, which does not comply with the requirements of this RFQ, will be subject to rejection for non-responsiveness. Each SOQ must be complete. Incomplete SOQs will be subject to rejection for non-responsiveness. The District retains the sole discretion to determine issues of compliance and to determine whether a Firm is responsive, responsible, and qualified. Based upon the information presented in the submissions, the District’s Committee will choose the most highly qualified Firms for further review, which will identify the Firm(s) that can provide the greatest overall benefit to the District for the applicable Services.

**B. EVALUATION CRITERIA**

The following set forth is the criteria by which each RFQ Response will be evaluated. The District reserves the right to exercise discretion in the weight and priority of the evaluation criteria.

1. **Respondent’s Relevant Experience and Ability.** The Respondent will be evaluated based on experience in successfully completing Architectural Services for recent projects subject to DSA jurisdiction of various size, scope, complexity and dollar value.

2. **Relevant Experience and Ability of Respondent’s Personnel Resources.** Personnel will be evaluated for prior experience for: (i) distinguishing skill and expertise in relevant areas; and (ii) experience of providing Architectural Services for recent projects subject to DSA jurisdiction of various size, scope, complexity and dollar value.

3. **Project Design Approach.** The Respondent’s demonstrated capability and maturity level of successfully translating project requirements into high performing educational facilities that meet the client’s goals and constraints.

4. **Technical Capability.** The Respondent’s demonstrated capability to use management expertise, technological resources, and innovation to leverage the District’s available resources.

5. **Responsiveness to RFQ.** The District will evaluate responsiveness to the requirements of this RFQ.
C. REJECTION OF RFQ RESPONSES; WAIVER OF IRREGULARITIES

The District reserves the right to reject all RFQ Responses or to waive any immaterial irregularities or informalities in any RFQ Response. A RFQ Response which does not conform to requirements set forth herein is subject to rejection by the District for non-responsiveness.

D. SELECTION BY PROJECT

The District may, at its discretion, select one Firm for all projects or multiple Firms for any combination of projects. Agreements for Architectural and Engineering Services resulting from this RFQ, if awarded, will be by action of the District’s Board of Trustees. Projects may include small maintenance projects, including code analysis, site analysis, fencing, masterplans, site and/or building modernization, and site and/or building new construction.

E. PHASED SELECTION PROCESS

The selection process will be conducted in two phases.

1. Phase 1.
   a. Step 1. Responses of all responding Firms will be evaluated to establish a short list of Firms (“Short List Firms”) with the qualifications, experience, and capability to successfully complete architectural services for the District. Minimum qualifications described in the RFQ must be met for consideration. Skills, experience, and qualifications of the Firm and its personnel proposed will be screened according to evaluation criteria described in this RFQ. The five or six Firms who submitted the highest scored RFQ Responses are the Short List Firms invited for interviews. The District will have the sole and exclusive discretion as to the number of Firms invited to interview.

   b. Step 2. The Short List Firms invited to participate in the interviews will be evaluated to select three or four highest scored Firms who can implement a design and construction process that will result in products, improvements and facilities that reflect the District’s vision, strategic plan, and educational facilities needs for the near and long terms. The District shall have the sole and exclusive discretion as to the number of Firms recommended in Phase 2 of the RFQ process.

2. Phase 2. The District intends to recommend the highest ranked Firms for ongoing architectural and engineering services and the pool of Firms will be submitted to the Board of Trustees for approval.

   The District will issue RFP’s to one or more Board Approved Architectural Firm(s) for particular projects. The District shall have the discretion to award the Architectural Services Contract to a Firm that did not submit the lowest priced proposal provided that the District establishes the basis for such exercise of discretion.

F. DISTRICT RFQ CONTACT

Melissa Kersh, Project Manager with the Facility Development and Planning Department, mkersh@scusd.net.
G. RFQ RESPONSE SCHEDULE SUMMARY

The District anticipates that the following activities relating to the RFQ will be completed at the times noted below. The foregoing notwithstanding, the District reserves the right to modify RFQ activities and/or the time for completion of a RFQ activity.

The District reserves the right to change the dates on the schedule without prior notice.

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<thead>
<tr>
<th>DATE</th>
<th>EVENT</th>
<th>TIME DEADLINE</th>
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<tbody>
<tr>
<td>February 5, 2020</td>
<td>1st Advertisement</td>
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<tr>
<td>February 12, 2020</td>
<td>2nd Advertisement</td>
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<tr>
<td>March 3, 2020</td>
<td>Deadline for submittal of all questions and clarifications</td>
<td>4:00 p.m.</td>
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<tr>
<td>March 5, 2020</td>
<td>District to issue final response to questions and clarifications</td>
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<tr>
<td>March 12, 2020</td>
<td>Deadline for submittal of Responses</td>
<td>4:00 p.m.</td>
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<td>March 16, 2020</td>
<td>Invitation to Interviews</td>
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<td>March 23, 2020</td>
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