

COVINA-VALLEY UNIFIED SCHOOL DISTRICT



COVINA-VALLEY
UNIFIED SCHOOL DISTRICT

REQUEST FOR QUALIFICATIONS

For

ARCHITECTURAL SERVICES
RFQ 23-24-106

Issued: October 11, 2023

Due: October 31, 2023 at 1:00 p.m.

Submit Packages Attn:
Covina-Valley Unified School District
Attn: Robin Harbert, Assistant Director Purchasing
519 E. Badillo Street, Covina, CA 91723

Prepared in consultation with:



HELPING SCHOOL DISTRICTS MEASURE UP

5245 Avenida Encinas / Suite A / Carlsbad / CA / 92008
Melinda Cell 909.904.7112 / P 760.602.9352 / F 760.602.9341
melinda@ehanda.com / www.ehanda.com

**Covina Valley Unified School District
RFQ No. 23-24-106 - Architectural Services
Notice to Proposers**

The Covina Valley Unified School District (“District”) is requesting proposals from qualified individuals or firms to provide architectural services. The District intends to expand the existing pool of architects. The District uses the word “firm” throughout this Request for Qualifications (“RFQ”), but the District will also accept proposals from qualified individuals.

This is not a formal request for bids, nor an offer by the District to contract with any party responding to this RFQ. The District reserves the right to reject any and all responses. Respondents shall not, directly or indirectly, communicate with any employee, officer, Board of Trustees member, agent or representative of the District regarding the RFQ for Architect required by the RFQ except for the District contact person noted below. 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.

Three (3) hard copies of your complete proposal in response to this RFQ and one (1) flash drive with an electronic copy of your proposal in PDF format must be received by the District by October 31, 2023 at the following address:

**Covina Valley Unified School District
Attn: Robin Harbert
Assistant Director Purchasing
519 E. Badillo St.
Covina, CA 91723**

Any proposals not received by such time may be disqualified at the sole discretion of the District.

Questions regarding this RFQ must be submitted in writing and sent by email to Robin Harbert at rharbert@c-vusd.org and Melinda Pure at melinda@chanda.com. Questions must be received by the District no later than October 19, 2023 at 2:00p.m. No other members of the District’s staff or Board should be contacted about this RFP during the RFP process. The District may, in its sole discretion, disqualify any proposer who engages in any prohibited communications.

The District reserves the right to cancel or revise in part or in its entirety, for any or no reason, this RFQ. If the District cancels or revises the RFQ prior to the deadline for the submission of proposals, notification will be placed on the District’s website. The District makes no representation that any contract will be awarded to any proposer responding to this RFQ. ***The District expressly reserves the right to postpone proposal consideration for its own convenience, to waive any informality or irregularity in any proposal received, and to reject any and all proposals received in response to this RFQ.***

1. SELECTION PROCESS and PROJECTED DATES

The process and projected schedule that the District will utilize in selecting a Firm to perform services will be as follows:

Item	Action	Day / Date
1	Submit Advertisement-Newspaper	Friday, October 6, 2023
2	Advertisement (Newspaper/District Website) Release of Request for Qualifications	Wednesday, October 11, 2023
3	Last Day to Submit Information for Interest List	Tuesday, October 17, 2023
4	Last Day to Submit Questions for Clarification received by the District on or before 4:30 p.m.	Thursday, October 19, 2023
5	Final Responses/Addendum Issued by District	Tuesday, October 24, 2023
6	Deadline for Receipt of Proposals Submitted on or before 1:00 p.m.	Tuesday, October 31, 2023
7	Submit Placeholder Board Item	Tuesday, October 31, 2023
8	Completion of Evaluation	Monday, November 13, 2023
9	Notification to Finalists	Tuesday, November 14, 2023
10	Interviews	Thursday, November 16, 2023
11	Submit Board Item	Friday, November 17, 2023
12	Consideration of the Board for Selection of the Architect Pool	Monday, December 11, 2023

2. DESCRIPTION OF SERVICES AND GENERAL INFORMATION

A. Number of Firm(s) Anticipated to be Selected

The District intends to select one or more Architect Firms to add to its existing pool of three (3) Architect Firms. The existing Architect firms are “grandfathered in” to this solicitation and do not need to submit proposals again. The District may select a range of Firms of various sizes (small, medium, large).

B. Scope of Services Required

The District is requesting Statements of Qualifications (SoQs) through a Request for Qualifications (RFQ) process for Architectural Services for future projects. The District may utilize SoQ Responses to this RFQ for services needed for future capital projects and/or maintenance program projects and/or special studies/projects that may include, but are not limited to: modernization, expansion, new construction, reconstruction, alteration, rehabilitation, repair, relocation, reconfiguration, upgrades, planning, studies, grants, and other projects as may be identified, planned, modified, or prioritized/reprioritized, during the term of the agreement entered into pursuant to this RFQ.

The District is seeking firms with deep and extensive experience with California Public School Districts and the Division of the State Architect. Five years’ experience with new school construction/school additions, upgrades, alterations, and school modernization/improvement projects is a minimum requirement.

The selected Architect shall work under the direction of the District Superintendent and/or the Superintendent’s designated representative(s). The District requires a full-service architectural Firm to provide planning, design, bidding assistance, construction administration, and closeout services for its projects. Such services will require compliance with all legal and regulatory requirements to which public schools are subject now or in the future. As applicable, Architect will be required to obtain DSA approval of plans and certification after completion, and other regulatory approvals (e.g., city/county, fire, health, etc.) as required, and assist the District with other required approvals. The Architect must work cooperatively and collaboratively with Project teams, including District consultants and other architects. Architect will be required to attend meetings and assist with presentations as needed (e.g. Board, agency, community, design committees, job walks, construction meetings, etc.as required) It is anticipated that the Architect selected may work with a Program Manager, Project Manager, Construction Manager and/or Lease Lease-Back (LLB) Entity to provide construction cost savings advice, conduct value engineering and constructability reviews and recommend modifications to the plans for the project if necessary and as required. Architect will provide all needed architectural disciplines, engineers, and consultants (e.g., civil, structural, electrical, mechanical, plumbing, landscape, acoustical, food service, and others) as needed to provide a complete approvable and buildable set of plans, within its fee structure, unless exceptions are specifically agreed to in any contract entered into with or proposal approved by the District. The Architect may be required to assist with SFP funding applications and with DSA closeout of uncertified projects.

C. Anticipated Projects

The District is intending to begin the process of preparing a Facilities Master Plan (FMP) in the near future. It is anticipated that the projects identified in the FMP would be assigned

to Firms selected to be in the Architect Pool (including those Firms previously selected and grandfathered in to this FRQ). The District may also identify other priority projects not identified in the FMP from time to time that may be assigned to a Firm in the Architect Pool. The District may assign any future projects to Firms in the Architect Pool, or add or delete projects as and if its needs and priorities change.

D. Contract and Contract Term

The form of Agreement under this RFQ is subject to final review, revision, and approval by the District’s legal counsel and Board.

The District may enter into contracts with selected Firms on a per project or on a master contract basis with subsequent project assignment, as the District may determine is in its best interest. Selection for inclusion in the Architect Pool does not guarantee that the Firm will be assigned a project nor that a contract will be entered into with the District.

E. Background of the District

For more than a century, Covina-Valley Unified School District (District) has served the communities of Covina, West Covina, Glendora, San Dimas, and Irwindale. Covina-Valley schools provide the personalized service and caring culture of a small school district, where teachers and administrators know their students by name.

Each year, District graduates earn in excess of \$1 million in scholarships. Due to the high academic standing of Covina-Valley students, more than half of all graduates meet or exceed the admission requirements for the California State and University of California systems.

The District provides a strong basic education underscoring reading, writing, language arts, math, science, social science, and technology which is aligned with the California Department of Education standards. Moreover, each campus offers leadership, curricular, and athletics/sports opportunities. A broad array of support services is available to children, adults, and families.

An extensive arts program begins in elementary school, providing students with a well-rounded education. District athletic teams garner California Interscholastic Federation (CIF) Championships and are consistently ranked among the best in the region.

Each school enjoys high parent participation - active PTA and booster organizations. Community residents and local businesses serve as classroom volunteers, providing in-kind prizes to motivate and recognize student achievement and to underwrite important school events.

The following schools are located in the District:

ELEMENTARY SCHOOLS (9)

Barranca	Ben Lomond	Cypress	Grovecenter	Manzanita
Merwin	Mesa	Rowland Ave.	Workman Ave.	

MIDDLE SCHOOLS (3)

Las Palmas Sierra Vista Traweek

HIGH SCHOOLS (4)

Covina Fairvalley (Cont.) Northview South Hills

PRE-K AND ADULT (3)

Covina-Valley Children’s Center Pioneer Trade Tech

3. SUBMITTAL INFORMATION

A. STEP ONE-INTENT TO SUBMIT:

Firms MUST submit an email indicating that the Firm intends to submit a SoQ, to the contact for the District’s Purchasing Asst. Director and Facilities Consultant (contact information below), not later than October 17, 2023. The email must contain the Firm name, address, and the contact person’s name, email, and phone number. Receipt of these emails will be confirmed back. If a confirmation is not received back, it is the Submitter’s responsibility to follow-up to assure that they have been added to the interest list. The Intent to Submit list will be used to distribute Addenda.

B. DISTRICT PURCHASING ASST. DIRECTOR AND FACILITIES CONSULTANT CONTACT INFORMATION:

Firms interested in submitting SoQs are directed to make personal contact only with the person identified below and should not contact District Governing Board members, the Superintendent, Assistant Superintendents or any other officials or staff of the District. The district may reject SoQs if a Firm or its representatives make direct contact with the District. Firms should contact the District’s Purchasing Asst. Director and Facilities Consultant, shown below, concerning any questions:

<p>Robin Harbert rharbert@c-vusd.org 626.622.5486 Purchasing Asst. Director</p>	<p>Melinda Pure melinda@ehanda.com 909.904.7112 Facilities Consultant, EH&A/MGT</p>
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C. STEP TWO-SUBMIT WRITTEN QUESTIONS, IF NEEDED:

All written questions received will be answered in writing and sent to all firms then on the Intent to Submit List. ***Oral statements regarding this RFQ by any person(s) should be considered unverified information unless confirmed in writing.***

1. **To ensure a response, questions must be received in writing by October 19, 2023 at 1:00 p.m.**
2. **The District reserves the right to revise and clarify this RFQ. Revisions to the RFQ shall be sent to all firms on the Intent to Submit List. The last Addendum, if needed, will be issued on October 24, 2023.**

D. **STEP THREE-SUBMIT STATEMENT OF QUALIFICATIONS:**

Each firm shall submit a **Statement of Qualifications** with **three (3) bound copies** and **one (1) electronic version on a thumb drive in Adobe Portable Document File format** of the Statement of Qualifications prominently marked with “**C-VUSD RFQ, Architectural Services-2023**” and the name of the firm submitting the SoQ. The unbound original should be secured with a binder clip in the upper left corner.

E. **SUBMITTAL INSTRUCTIONS:**

The SoQ shall be submitted to the District, as follows:

1. **Deadline for Submittal of Responses:**
 - i. **No later than 1:00 p.m. on October 31, 2023**
 - ii. *Late Responses will be returned unopened.*
2. **Method of delivery:**
 - i. **Hand delivery, USPS, or other mail/shipping service**
 - ii. *Responses sent by Facsimile (FAX) or email will not be accepted.*
3. **Delivery Address:**

Covina-Valley Unified School District
Attn: Purchasing Dept.
Re: RFQ-Architectural Services-2023
519 E Badillo St.
Covina, CA 91723

F. **ADDITIONAL SUBMITTAL INSTRUCTIONS AND GENERAL INFORMATION:**

1. Submission of SoQs by facsimile or e-mail is not acceptable. The Submitter is entirely responsible for the means of delivering the SoQ to the appropriate office on time. Delays due to internal routing of misdirected proposals or due to verbal directions given by District staff shall be the responsibility of the Submitter. Thus, each SoQ must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. **LATE SUBMITTALS WILL NOT BE ACCEPTED.**
2. Submitters are required to disclose any relationships with the District and execute the non-collusion affidavit included with this RFQ.
3. The original SoQ shall be submitted and ***signed in blue ink***, by an authorized individual or officer of the firm submitting the SoQ.
4. The Board of Education of the District reserves the right to accept or reject any or all SoQ submittals and may waive any minor deviation or irregularity in any submittal. The District's waiver of any minor defect shall in no way modify the RFQ documents or excuse the Submitter from compliance with every other provision of this RFQ. The Board of Education of the District reserves the right

to negotiate with any or all responsible submitters.

5. Submitters shall be responsible for any and all costs and expenses that they may incur in preparing the SoQ. The District shall have no obligation whatsoever for costs of SoQ preparation, interview (if applicable), fee negotiation or any other costs associated with this RFQ or any SoQ submitted in response to this RFQ.
6. Modifications of SoQs submitted by a Submitter after the submittal deadline will not be considered unless the District requested the modifications.
7. Each SoQ shall be reviewed to verify that the Submitter has met the minimum requirements of the RFQ. Submitters must follow the required format specified in this RFQ in order to facilitate District review.
8. The District reserves the right to cancel this RFQ at any time.
9. Selection under this RFQ, if applicable, does not guarantee that a contract will be awarded to the Submitter or that any projects will be assigned to the Proposer. The District may elect to not proceed with a project at its discretion. The District may also issue future solicitations that may augment or supersede this solicitation.
10. SoQs become the property of the District and may be returned only at the District's option and at the Submitter's expense. The Submitter shall not include any proprietary or financial information or other information that the Submitter does not want to be subject to public disclosure. SoQs and information contained therein shall become public documents subject to the Public Records Act after completion of the selection process. Rates and prices charged for services do not constitute financial information.
11. The District reserves the right at any time to extend any of the deadlines in this RFQ, including the dates for interviews. Change of interview dates shall not be subject to Addenda deadlines.
12. Notice and disclosure as required by Public Contract Code section 20103.6 is attached.
13. The District reserves the right to determine the number of firms that will be requested to appear for an oral interview, if interviews are conducted. Oral interviews are anticipated to be 30-45 minutes. PowerPoint-type presentations will not be permitted to be given electronically; however, PowerPoint type presentation documents may be provided as a handout for reference during interviews. Interviews will be discussion-based and will include an opportunity for the Firm to present its qualifications and an opportunity for questions by the interviewing panel. The Firms selected to interview may be provided with the interview subjects in advance. Interview participants shall include those individuals proposed to be assigned to project work. Interviews may be virtual

or in-person.

14. Documentation associated with this RFQ may be viewed at:

<https://www.c-vusd.org/Page/758>

4. ITEMS FOR INCLUSION IN THE REQUIRED SUBMITTAL DOCUMENTS:

All SoQ submittals shall address the following items in the order listed below and shall be identified in the submitted SoQ to match the following list.

The SoQ is **limited to 30 pages for Sections A through J**, not including tabs. All pages (not including tabs) must be numbered.

A. Cover Letter

**Covina-Valley Unified School District
Attn: Purchasing Dept.
Re: RFQ-Architectural Services-2023
519 E Badillo St.
Covina, CA 91723**

B. Business Information and Description of the Firm

1. Business name and contact information including mailing address, phone number, fax number, email address, website
2. Number of years in business
3. Name of firm owner/president/principal
4. Form of Business Organization (sole proprietor, partnership, corporation/type)

This section should also provide a general overview of the firm, including information regarding the Firm's size, California office locations, and the office location from which personnel will be assigned to District projects. Provide the distance of that office location to the District Office and estimated travel time. Address how personnel from the Firm's office location will manage attendance at meetings, site visits, and respond in cases of emergencies during construction. Provide the total number of professional and other staff employed by the firm at the location from which personnel will be assigned to the District. Address the ability of the Firm and proposed assigned personnel to undertake additional projects.

Describe the Firm's philosophy of responsiveness to clients and related processes and procedures. Detail how the Firm assures continuity during the various phases of a project.

Describe what differentiates the Firm from other firms. Describe the professional excellence and demonstrated competence of the Firm.

- C. **Background of Assigned Personnel** – Identify persons that will be assigned to work with the District and provide a brief resume including pertinent experience. Indicate the role and responsibility of each individual. Personnel identified in the RFQ to be assigned to work with the District must participate in the RFQ interviews, if held.

The District requires that those assigned to work with the District be “A-team” level personnel who are experienced and highly qualified to perform the work and who are very responsive to the District’s needs.

[If selected by the District for the Architect Pool, the Firm must provide the personnel identified in the RFQ to work with the District for projects assigned by the District. Any proposed change of personnel must be approved by the District.]

- D. **Description of Projects**

Provide a brief narrative describing the focus of the Firm and the types of projects undertaken. Use this section of the Proposal to indicate the areas of expertise and how the Firm's expertise will enable the District to benefit from that expertise.

Identify six (6) projects that the Firm has completed within the last seven (7) years or that are in progress, in the format of the matrix below. Projects should demonstrate the depth and breadth of the Firm’s experience.

PROJECT NAME AND LOCATION	DISTRICT’S NAME, ADDRESS, CONTACT PERSON, EMAIL. AND TELEPHONE	COMPLETION DATE	COST	ARCHITECT OF RECORD AND ARCHITECT’S ASSIGNED PROJECT MANAGER

In addition to the matrix, provide a one to two-page overview and description of each project, preferably including pictures.

- F. **Project Plan and Methodology** - Briefly describe the procedures your architectural Firm will use in conducting each task in the design and construction of a project.

Explain the Firm’s methodology for budgeting and cost estimating and identify the milestones at which estimates are updated. If cost estimates exceed the budget, describe what the Firm will do to bring the project back within budget.

Describe the Firm's methodology for schedule development and for ensuring that project progress adheres to the schedule.

Explain your Firm's strategy and methodology for avoiding the need for Requests for Information (RFIs) during the construction phase.

- G. **Fees and Reimbursables** – Describe the method(s) proposed for charging fees and expenses. Firms shall also complete the **ARCHITECT FEE/REIMBURSABLE SCHEDULE FORM** included with this RFQ package. The fees shall include the cost of all labor, consultants, materials, equipment, supplies, and any other items necessary for the performance of required services.
- H. **Client References** – Provide three reference letters, preferably from among the client districts listed in Section D. Explain if the Firm or any assigned personnel have prior experience with the District.
- I. **Claim/Litigation and Contracting History** – Describe in detail if the proposer has been involved in any of the following in California within the last five (5) years:
- Failure to enter into a contract or professional services agreement once selected;
 - Withdrawal of a proposal as a result of an error;
 - Termination or failure to complete a contract;
 - Debarment by any municipal, county, state, federal, or local agency;
 - Involvement in litigation, arbitration, or mediation;
 - Conviction of the firm or its principals for violating a state or federal antitrust law by proposal rigging, collusion, or restrictive competition between proposers, or conviction of violating any other federal or state law related to performance of services;
 - Knowing concealment of any deficiency in the performance of a prior contract;
 - Falsification of information or submission of deceptive or misleading information;
 - Willful disregard for applicable rules, laws, or regulations.

Provide a brief description of any claims or litigation in California within the last five years involving the office from which personnel will be assigned.

Advise if the Firm or any licensed professional in California has been debarred by any agency, has had his/her license suspended or revoked, or been disciplined by the licensing authority.

Failure to disclose information regarding any of the above may be deemed to indicate an unsatisfactory record of performance. The proposer may describe facts in mitigation of any of the above examples, as information in the foregoing categories may be considered in determining the suitability of the proposer to perform the needed services.

- J. **Other** – Each Firm may provide additional information or description of resources the Firm feels are pertinent to the SoQ. Voluminous additional materials are not encouraged.

K. **Insurance** – Attach certificate of insurance.

L. **Required Attachments**

1. RFQ “CERTIFICATION” FORM

2. ARCHITECT FEE/REIMBURSABLE SCHEDULE FORM

3. NON-COLLUSION DECLARATION FORM

4. ADDENDA AND NOTICE FORM

5. **EVALUATION**

Firms submitting a SoQ are advised that all SoQs will be evaluated to determine the firm(s) that will best meet the needs of the District. Evaluation will include, but not necessarily be limited to the following criteria:

1. Business information, years in business, staffing, and location, responsiveness, professional excellence and demonstrated competence
2. Relevant expertise/experience of personnel
3. Experience and expertise with similar projects
4. Project plan/methodology, ability to meet time schedules and budgets, cost estimating
5. Fees/Pricing
6. Client Satisfaction/References
7. Claims/Litigation History
8. Quality, completeness, and responsiveness of Proposal and fit with the District and project(s)
9. The oral interview and presentation, if included

6. **INSURANCE REQUIREMENTS:**

Submitters shall maintain in force, during the full term of any contract entered into pursuant to this RFQ solicitation, insurance described in the attached Architectural Services Agreement, unless it is determined by the District to be not applicable.

NOTICE AND DISCLOSURE CONCERNING CONTRACT PROVISIONS

Local Agency Public Construction Act - Public Contract Code 20103.6

(a) (1) any local agency subject to this chapter shall, in the procurement of architectural design services requiring an expenditure in excess of ten thousand dollars (\$10,000), include in any request for proposals for those services or invitations to bid from a prequalified list for a specific project **a disclosure of any contract provision that would require the contracting architect to indemnify and hold harmless the local agency against any and all liability, whether or not caused by the activity of the contracting architect. (2) The disclosure statement shall be prominently set forth in bold type.**

(b) In the event a local agency fails to comply with paragraph (1) of subdivision (a), that local agency shall (1) be precluded from requiring the selected architect to agree to any contract provision requiring the selected architect to indemnify or hold harmless the local agency against any and all liability not caused by the activity of the selected architect, (2) cease discussions with the selected architect and reopen the request for proposals or invitations to bid from a qualification list, or (3) mutually agree to an indemnity clause acceptable to both parties.

(c) This section shall become operative on July 1, 1998. (Added by Stats. 1997, Ch. 722, Sec. 1.)

The proposed form of Agreement for Architect Services contains the following provision:

2. **To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold the DISTRICT harmless from all liability arising out of:**

a. **Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT; and**

b. **General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify, defend and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent Architects who are directly employed by the DISTRICT. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, and shall pay or**

satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section b shall not exceed the ARCHITECT's proportionate percentage of fault; and

c. **Professional Liability.** To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the ARCHITECT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT, and such fees and costs shall not exceed the ARCHITECT's proportionate percentage of fault.

d. The PARTIES understand and agree that Article XIII, Section 2, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the ARCHITECT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.

e. Any attempt to limit the ARCHITECT's liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.

The form of Agreement under this RFQ is subject to final review, possible revision, and approval by the District's legal counsel and Board.

**REQUEST FOR QUALIFICATIONS –
ARCHITECT SERVICES**

CERTIFICATION

**Board of Education
Covina-Valley Unified School District**

RE: Request for Qualifications – Architectural Services – 23-24-106

Dear Members of the Board of Education:

The undersigned, doing business under the firm name of

_____,
having carefully examined the Request for Qualifications (RFQ) and the Instructions,
certifies that it is competent to perform all of the duties required therein, and is willing
and able to contract for the performance of the required services as specified in the RFQ
and as required by law.

I certify that all information contained in this Statement of Qualifications is true and correct to the
best of my knowledge and that I am authorized to submit this Response on behalf of the firm.

SUBMITTED BY:

COMPANY

ADDRESS

CITY/STATE/ZIP

SIGNATURE

PLEASE TYPE OR PRINT NAME

TITLE

DATE

PHONE

NON-COLLUSION DECLARATION FORM

RE: Request for Qualifications – Architectural Services – 23-24-106

I, _____, being duly sworn,

declare that I am the _____

of _____, the party making the foregoing submittal, that the submittal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the submittal is genuine and not collusive or sham; that the Submitter has not directly or indirectly induced or solicited any other Submitter to put in a false or sham submittal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Submitter or anyone else to put in a sham submittal, or that anyone shall refrain from submitting; that the Submitter has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the prices of the Submitter or any other Submitter, or to fix any overhead, profit, or cost element of the submittal prices, or of that of any other Submitter, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the submittal are true; and further, that the Submitter has not, directly or indirectly, submitted his or her submittal prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham submittal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated this _____ day of _____ 20____, at _____ California.

Signature

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

RE: Request for Qualifications – Architectural Services – 23-24-106

The undersigned acknowledges receipt of the following Addenda, all as listed below. The cost, if any, of such Addenda revisions has been included in the rates and prices of the Firm's submittal.

A. Addenda Number _____ Dated _____

B. Addenda Number _____ Dated _____

C. Addenda Number _____ Dated _____

D. Addenda Number _____ Dated _____

E. Addenda Number _____ Dated _____

Name of Submitter _____

Name of Authorized Signer: _____

Signature: _____

Date: _____