

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

REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ/P)

**Hazardous Material Abatement Consulting Services
Urban Promise Academy Re-roofing Project
3031 East 18th Street, Oakland, CA 94601**

January 31, 2024 (Issued)

Responses must be received February 8, 2024, no later than 2:00 p.m.

The Oakland Unified School District ("District") is requesting proposals from experienced firms, partnerships, corporations, associations, persons or professional organizations ("Consultants") to provide hazardous material abatement consulting services associated with the re-roofing project at Urban Promise Academy ("Project"). Urban Promise Academy was previously known as Whitton Elementary School.

Interested firms are invited to submit a completed Statement of Qualifications ("SOQ") along with the Fee Proposal (collectively "RFQ/P Packet") as described herein, in PDF format addressed to:

Oakland Unified School District
Kenya Chatman, Executive Facilities Director
Department of Facilities Planning and Management
955 High Street, Oakland, CA 94601

Oral, telegraphic, facsimile or telephone RFQ/P Packets will not be accepted. RFQ/P Packets received after this date and time will not be accepted. The District reserves the right to waive any informalities or irregularities in the RFQ/P. The District also reserves the right to reject any and all RFQ/P Packets and to negotiate contract terms with one or more Respondents.

The District will only accept electronic Proposals sent via email in lieu of hard copies. Proposals received by the District no later than 2:00 p.m. (Pacific Time) on February 8, 2024 via email will be accepted (to Juanita Hunter at juanita.hunter@ousd.org and the contact persons below).

If you have any questions regarding this RFQ/P please email Kenya Chatman at kenya.chatman@ousd.org and cc: to Colland Jang at colland.jang@ousd.org

LOCAL, SMALL LOCAL AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM

The Local Business Utilization Policy requires that there is a mandatory fifty percent (50%) LBU participation with a 25% or less Local Business (LBE) participation and a 25% or more Small Local or Small Local Resident Business (SLBE/SLRBE) participation for all capital program/construction-related contracts and professional services agreements.

On April 28, 2021, the Board of Education amended the Local Business Policy which had named the City of Oakland as the singular agency to certify local businesses to include five additional local business certifications. For businesses located in Oakland, Local Business

and Small Local Business certifications may also be accepted from the Port of Oakland, Alameda County Transportation Commission, Alameda County Department of General Services, US Department of Transportation California Unified Certification Program, and the California Public Utilities Commission.

The District will follow the City of Oakland Small Business size standards in recognizing Small Local and Small Local Resident Businesses.

The full version of OUSD's latest Local, Small Local and Small Local Resident Business Enterprise Program can be found by going to the OUSD home page: ousd.org> Offices and Depts> Facilities> Facilities Planning & Management Department (Visit Website)> Opportunities> Local Business Utilization (LBU) Monitoring (Learn More)> Local Business Utilization (LBU) Policy> 2021 LBU Board Policy Amendment.

Complete the attached Local Business Participation Worksheet (Exhibit D).

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.

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
January 31, 2024	RFQ/P Issued.
February 1, 2024	Written requests for interpretation, corrections or modifications are due by 4:00 p.m. (Pacific Time)
February 5, 2024	District will provide written responses to requests for clarifications.
February 8, 2024	Proposals Due by 2:00 p.m. (Pacific Time)
March 27, 2024	Board Meeting – tentative approval of Contract.
January 25, 2024	Tentative Notice to Proceed issued to Consultant.

ESTIMATED CONSTRUCTION BUDGET: \$900K

TENTATIVE PROJECT SCHEDULE: Construction is projected to occur during the 2024 School Summer Break.

REQUEST FOR QUALIFICATIONS & PROPOSALS

The purpose of this RFQ/P is to solicit statements of qualifications and fee proposals from hazardous material abatement consulting firms for the Urban Promise Academy Re-roofing Project which includes but not be limited to demolition of the existing roofing, and the relocation or temporary protection of existing electrical, mechanical and plumbing conduits, pipes, rooftop units, etc. to facilitate the installation of new roofing.

A. PROJECT DESCRIPTION

The project includes the demolition of existing roofing and related roof components. Samples of potential hazardous material shall be taken from selected locations as shown on the Architect's Roof Plan. Its analyses shall be included in the Report to the District. Access shared folder for the reference roof plan with proposed test locations.

Reference drawings can be found in the following link:

<https://drive.google.com/drive/folders/0AExD-RkbRCU5Uk9PVA>

Access will be granted upon request.

B. BASIC SERVICES

The Consultant agrees to provide the Services described below:

- 1.** The Consultant shall be responsible for the professional quality and technical accuracy of all reports and other services furnished by the Consultant under the Agreement as well as design and existing conditions coordination. The Consultant shall, without additional compensation, correct or revise any errors or omissions in its reports and other services.

The Consultant will use all due care and diligence to confirm that its reports and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. The Consultant shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. The Consultant shall track for District's benefit all such suggested and disclosed information.

- 2. Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Consultant's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").
- 3. Insurance (Mandatory Requirements).** Attach a letter from your insurance company or a certificate of liability insurance ("ACORD") indicating your firm's ability to provide insurance as required in the attached agreement, including but not limited to the following:
 - 3.1** A.M. Best financial strength rating (FSR) of A- or better.
 - 3.2** Commercial General Liability Insurance: Commercial general Liability Liability Coverage (Occurrence Form CG 0001), with coverage limits of not less than

One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage/ Two Million Dollars (\$2,000,000) aggregate.

- 3.3** 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), with coverage limits of at least One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit and Two Million Dollars (\$2,000,000) in the aggregate.
- 3.4** Workers' Compensation and Employer's Liability Insurance: The selected Architect 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 Architect 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.
- 3.5** 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) per occurrence and Two Million Dollars (\$2,000,000) aggregate with a deductible in an amount not to exceed the sum of Ten Thousand Dollars (\$10,000.00).
- 3.6** All insurance will be in a form and with insurance companies acceptable to the District.
- 3.7** Insurance carriers shall be qualified to do business in California and maintain an agent for process within the State.

C. SCOPE OF WORK

It is anticipated that the Scope of Services for the Project will include but not limited to the following:

The primary role of the hazardous material abatement consultant is to identify all hazardous material for roofing and related roof components to be demolished, produce construction documents for its abatement, removal and management of these materials associated with the construction project. The consultant shall provide monitoring services during the construction phase of the project to insure activities comply with the contract documents and applicable laws and regulations. Responsibilities of the consultant include, but are not limited to:

- 1.** Perform a survey of the buildings' roofing, waterproofing material, insulation, and related roof components to identify all hazardous materials that will be impacted by the demolition work to include but not be limited to:
 - a. Asbestos
 - b. Lead
 - c. Polychlorinated Biphenyls (PCBs)
 - d. Chemicals
 - e. Solvents
- 2.** Develop construction documents for the abatement and management of the hazardous materials for the demolition phase of the project.
- 3.** Attend and make presentations at various meetings including but limited to Building Committees, building occupants, and the Department of Facilities Planning and Management.

4. Prepare cost estimates for abatement activities.
5. During the construction phase of the project, the consultants will undertake the following monitoring activities:
 - a. Review all notifications and all submittals, including notification to State Agencies that have jurisdiction over abatement activities,
 - b. Review plans and shop drawings for construction of documentation enclosure system and for isolation of the work areas to insure they meet specifications and abatement regulations.
 - c. Review submittals on equipment to be used.
 - d. On site review as abatement activities proceed insuring that specifications and regulations are being met.
 - e. Review air monitoring information during abatement activities to insure no limits are exceeded.
 - f. Additionally, provide perimeter air monitoring during abatement activities. Scope shall include setting up four (4) devices, one for each building elevation. Collect ambient air samples, one sample every 4 hours during abatement activities. Assume fifteen (15) days of abatement.
6. Once abatement activities are completed, inspect to insure that the abatement activities have removed the material to the level required by all applicable regulations.
7. Review documentation on the disposal of abated materials to insure the disposal meets the applicable regulations.
8. Review all final submittals as the abatement are completed to insure specifications and regulations have been met.
9. Reports must be prepared and signed by a California Certified Asbestos Consultant, Certified Industrial Hygienist and/or California Department of Public Health Lead Inspector/Risk Assessor, as required.

D. DELIVERABLES

Deliverables will include the Hazardous Material Abatement Report in PDF format.

E. STATEMENT OF QUALIFICATIONS

1. General Information / Instructions

- 1.1. The District is inviting Statements of Qualifications and Fee Proposals for the "Project" which shall require coordination, administration, consulting and advice, and related services.
- 1.2. The District seeks to identify teams with a record of excellence in efficient planning and project delivery.
- 1.3. The Statement of Qualifications must contain all requested information about the firm and must be on no larger than 8 1/2 x 11 paper and no more than fifteen (15) printed pages in length. The 15-page limit (as if printed single sided) shall address Sections 2.1 thru 2.4 below. Statement of Qualifications should be complete and prepared to provide an insightful, straightforward, and concise overview of the capabilities of firm.

2. Content – Statement of Qualifications and Fee Proposal

- 2.1. Letter of Interest** - A dated Letter of Interest must be submitted, including the legal name of the firm(s), address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the Statement of Qualifications on behalf of the firm. The Letter of Interest should provide a brief statement of firm's experience indicating the unique background and qualities of the firm, its personnel, and its sub-consultants, and what will make the firm a good fit for work in the District. The letter shall also include the following statements:

"[RESPONDENT'S NAME] received a copy of the District's Agreement attached as **EXHIBIT A** to the RFQ/P. [RESPONDENT'S NAME] has reviewed the indemnity provisions in **EXHIBIT A** and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, [RESPONDENT'S NAME] has no objections to the use of the Agreement."

Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

2.2. Firm Information

Narrative - Provide a comprehensive narrative of the services offered by firm. The narrative should include all of the following:

- 2.2.1.** Provide a brief history of firm, team firms, and, if a joint venture, of each participating firm. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted.
- 2.2.2.** Discuss the firm's/team's ability to meet schedules for comparable projects, firm's schedule management procedures, and how the firm has successfully handled potential agency approval delays.
- 2.2.3.** Identify school district and relevant building type projects performed by firm in the past three (3) years. Limit response to no more than the twenty (20) most recent projects. Please include the following information for each project (25 points for 2.4.4.1 thru 2.4.4.5):
 - 2.2.3.1.** Name of project and client,
 - 2.2.3.2.** Scope of projects, description of services provided,
 - 2.2.3.3.** Contact person, telephone number and email address,
 - 2.2.3.4.** Firm person in charge of each project,
 - 2.2.3.5.** Construction dollar value of each project.

- 2.3 Litigation** - All litigation arising from the project, if any, for the past five (5) years. State the issues in the litigation, the status of litigation, names of parties, and outcome.

2.4 Professional Fees

Firms shall provide a fee proposal with detailed scopes of work as indicated in Section C above.

- 2.4.1** 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)

- 2.4.2** 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.

The District reserves the right to negotiate different rates submitted with the RFQ/P prior to the execution of the agreement.

- 2.5 Additional Data** - Provide additional information about the firm as it may relate to the Statement of Qualifications. Indicate any data that may assist the District in understanding firm's qualifications, capacity and/or expertise. This additional data shall be in an Appendix and will not be counted in the 15-page SOQ limit.

F. DISTRICT'S EVALUATION / SELECTION PROCESS – STATEMENT OF QUALIFICATIONS

1. Submittals will be reviewed for responsiveness and evaluated pursuant to established objective criteria, with particular attention to, without limitation, each respondent's qualifications, demonstrated competence in like construction, and the Firm's ability to integrate its personnel with the District's staff and consultants.
2. After the submittals are evaluated and/or ranked, the District, at its sole discretion, may elect to interview the top Firm(s). The District may elect to interview one or more Firms. Interviews are tentatively scheduled as indicated above. Any firm(s) selected for interviews must make available for interview the key personnel it intends to assign to the District's Project(s). Any comments or objections to the form of Agreement attached hereto as **EXHIBIT A** to this RFQ/P shall be provided in writing before the interview and may be the subject of inquiry at the interview. Any comments or objections to the form of Agreement not provided in writing before the interview will not be entertained by the District. Adequate time will be allowed for presentation of qualifications followed by questions and answers.
3. District Investigations - The District may check references, and may perform investigations of firm that extend beyond the information in the proposals. The District may conduct interviews of firms.

G. FINAL DETERMINATION AND AWARD

1. The District reserves the right to contract with any entity responding to this RFQ/P, to reject any proposal as non-responsive, and not to contract with any firm for the

services described herein. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District reserves the right to reject any or all submissions, to request further information, to negotiate with any firm, to extend the submission deadline, or to amend or cancel in part or in its entirety this RFQ/P. This RFQ/P does not commit the District to award a contract or to reimburse any firm for costs incurred in submitting a proposal.

2. The awarding of contract(s) is at the sole discretion of the District. The District may, at its option, determine to award contracts only for portions of the scope of work. In such case, the successful proposing firm will be given the option not to agree to enter into the Agreement and the District will retain the right to negotiate with any other proposing firm selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, the District will retain the right to enter into negotiations with any other Respondent responding to this RFQ/P.
3. The RFQ/P packet, and any other supporting materials submitted to the District in response to this RFQ/P 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. This RFQ/P does not commit the District to negotiate an agreement with any proposing firm or individual.

END OF RFQ/P