

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

REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ/P)

**LABOR COMPLIANCE CONSULTANT
OUSD Project No. 00918**

February 16, 2024 (Issued)

Responses must be received March 14, 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 professional services as the Labor Compliance Consultant to administer the District's Project Labor Agreement ("PLA")

Interested firms are invited to submit a Statement of Qualifications ("SOQ") and a detailed Fee Proposal (collectively "RFQ/P Packet") as described below of the requested materials with a cover letter addressed to:

**Oakland Unified School District
David Colbert, Director of Facilities
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 Packets. 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 PM (Pacific Time) on March 14, 2023 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 and/or submitting proposal electronically, please email Kenya Chatman at kenya.chatman@ousd.org, Pamela Henderson at pamelam.henderson@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 and Management Department (Visit Website)> Work with the District (Opportunities)> Local Business Utilization LBU Policy> 2021 LBU Board Policy Amendment

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
February 16, 2024	RFQ/P Issued.
March 7, 2024	Written requests for interpretation, corrections or modifications are due by 4:00 p.m. (Pacific Time)
March 11, 2024	District will provide written responses to requests for clarification.
March 14, 2024	Proposals Due by 2:00 p.m. (Pacific Time)
March/April 2024 (TBD)	Interviews (TBD)
May 22, 2024	Board Meeting – tentative approval of Contract
May 23, 2024	Tentative Notice to Proceed issued to Consultant

A. DURATION OF CONTRACT

Anticipate having an initial two-year contract in conjunction with the District's fiscal year with the possibility for renewal of three one-year extensions.

B. REQUEST FOR QUALIFICATIONS AND PROPOSALS

The purpose of this RFQ/P is to solicit fee proposals from experienced consultants to provide professional services as the Labor Compliance Consultant to administer the District's Project Labor Agreement ("PLA").

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.
- 2.** 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 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 and construction. The Consultant shall track for District's benefit all such suggested and disclosed information.
- 3. 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").

STATEMENT OF WORK:

The selected consultant ("Consultant") will report to the District through its Facilities Director ("FD") for guidance and direction, and render assistance to the District and FD by monitoring compliance with the Project Labor Agreement ("PLA"). The Consultant will coordinate the PLA for the program. The Consultant shall focus on three core responsibilities: (1) managing labor relations; (2) coordinating the PLA's innovative workforce development and employment programs; and (3) monitoring and reporting on the efficacy of the PLA.

The Coordinator shall maintain and account for the hours devoted to the administration of the PLA, must provide a Weekly Activity Report which shall be submitted to the FD, and assist the FD in preparing a semiannual report to the District's Governing Board on the status of the PLA.

The core responsibility in this area will be to provide professional PLA administration services regarding the management of labor relations, as follows:

- 1.** Provide support to the District as requested by the District and/or FD to administer the PLA and to assist with PLA contract interpretations and notices.
- 2.** Assist the District in establishing policies and procedures for the PLA.
- 3.** Serve as the principal liaison on behalf of the District to the Building Trades Council and its affiliated unions.
- 4.** Ensure that the terms of the PLA are consistently applied.
- 5.** Ensure the immediate resolution of all labor disputes and grievances through coordination with the Building Trades Council and appropriate grievance and arbitration procedures in order to ensure that the rehabilitation and construction work is completed on time.
- 6.** Manage all disputes and grievances, including those during pre-job meetings, through Joint Administrative Committees, or formal grievance resolution procedures.
- 7.** Coordinate, schedule, and attend meetings between the District and the signatory unions, including pre-construction conferences to discuss craft jurisdictions and the dispatch of workers.
- 8.** Provide interim bulletins advising of scheduled pre-construction meetings and agendas for PLA items for pre-bid, pre-construction, and other meetings.
- 9.** Coordinate with contractors and subcontractors to facilitate the timely payment to appropriate trust funds as required under the Letter of Assent (LOA) and work with unions and contractors to expeditiously resolve all disputes regarding payments to trust funds.
- 10.** Liaise with the District and contractors as necessary regarding compliance with the terms of the PLA.
- 11.** Facilitate community outreach efforts as directed to assist contractors in goals of the PLA.
- 12.** Collect the Letter of Assent (LOA) from all contractors and subcontractors performing work on the projects.
- 13.** Advise the District to withhold payments as necessary.
- 14.** Represent the District at all pre-job meetings for all PLA projects in order to ensure that contractors, subcontractors, the Building Trades and their affiliated unions understand the covered project work.
- 15.** Attend meetings with District as needed to provide updates on project work, including the compliance with PLA hiring requirements, trust fund payments, and the status of any labor issues; schedule, chair and record minutes of all meetings scheduled to address issues related to the PLA hiring objectives.
- 16.** Visit District construction sites to monitor compliance of PLA by both contractors and unions, maintain files and electronic databases related to the PLA.

17. Prepare appraisals of future manpower required on the Projects throughout the PLA region and disseminate that projection to unions.
18. Prepare periodic status updates on the Agreement with regard to the PLA projects, including a description of any obstacles or barriers faced and lessons learned throughout the process.

C. 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:

1. A.M. Best financial strength rating (FSR) of A- or better.
2. Commercial General Liability Insurance: Commercial general Liability Insurance shall be at least as broad as Insurance Services office General Liability Coverage (Occurrence Form CG 0001), 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. 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.
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.
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).
6. All insurance will be in a form and with insurance companies acceptable to the District.
7. Insurance carriers shall be qualified to do business in California and maintain an agent for process within the State.

D.

F. STATEMENT OF QUALIFICATIONS AND FEE PROPOSAL

1. General Information / Instructions - Statement of Qualifications

- 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 firms with a record of excellence in efficient planning and project delivery. The firms must have extensive experience related to educational facilities, and DSA policies and procedures.
- 1.1. 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 cover 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. Additional information about the firm and/or personnel may be placed in an Appendix which would not count against the 15-page limit.

2. Content – Statement of Qualifications

- 2.1. **Letter of Interest** - A dated Letter of Interest must be submitted, including the legal name of the firm(s), address, telephone, email address(es) 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."

If the respondent has any questions including questions about the form of agreement, it must submit in writing by the deadline for questions listed on the Schedule of Activities to allow the District review and to issue a written response in an Addendum to the RFQ/P.

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 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. Describe staffing capacity and resources

to perform the scope of work.

- 2.2.2** Describe firm's approach and how it will work with District administration officials, community partners and district facilities staff.
- 2.2.3** Describe firm's experience developing projects within a political environment including facilitation of community involvement.
- 2.2.4** 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.
- 2.2.5** Identify K-12 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:
 - 2.2.5.1 Name of project and district,
 - 2.2.5.2 Scope of projects, description of services provided,
 - 2.2.5.3 Contact person, email address and telephone number at district,
 - 2.2.5.4 Firm person in charge of each project,
 - 2.2.5.5 Construction dollar value of each project,

2.3 Litigation. Provide information on litigation arising from firm's projects, if any, in 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 detailed fee proposal.

- 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.

- 2.4.3** 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. Include any data that may assist the

District in understanding firm's qualifications and expertise. This additional data shall be in an Appendix and will not be counted in the fifteen page limit.

3. Local, Small Local and Small Local Resident Business Enterprise Program

Submit a detailed description of the team's L/SL/SLRBE composition clearly indicating the name of the firms and percentages of participation on the "Local Business Participation Worksheet" (Exhibit D attachment).

G. DISTRICT'S EVALUATION / SELECTION PROCESS

1. The District may, at its discretion, interview some or all of those firms submitting a Statement of Qualifications.
2. 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. Any firm(s) selected for interviews must make available for interview the key personnel it intends to assign to the District's Project(s).
3. Submittals will be opened privately to assure confidentiality and avoid disclosure of the contents to competing respondents prior to and during the review, evaluation and negotiation processes. However, to the extent that the submittals are public records under California law, the submittals may be released to the public if requested by members of the public.
4. 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.
5. 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. Adequate time will be allowed for presentation of qualifications followed by questions and answers.

H. 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. All materials submitted in response to this RFQ shall become the property of the District and shall be considered a part of public record.

END OF RFQ/P