

**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
for
Various Measure Y Bond Program School Sites**

August 25, 2021 (Issued)

Responses must be received September 15, 2021, 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 creation of a pre-qualified pool of consultants for future Measure Y Bond Program school projects.

The District educates approximately 36,000 students at eighty-three (83) school sites located in the City of Oakland; in addition there are 13,300 students in Oakland public charter schools with 33 charter schools in District authorized facilities. Voters within the District have overwhelmingly supported the modernization and reconstruction of the District's schools. The District is about to commence the capital program as a part of the Measure Y Bond ("Measure Y Program") passed in November 2020 and has ongoing need for assistance with the planning, pre-design, design and construction phases of work on major renovation/reconstruction of its elementary, secondary and high schools. Attached to this Request for Qualifications/Proposals ("RFQ/P") is the District's List of Bond Projects as reflected in the approved bond measure that highlights the scopes and estimated costs of Measure Y Program projects (see Attachment 1).

Interested firms are invited to submit a completed Statement of Qualifications ("SOQ") along with the Fee Proposal (collectively "RFQ/P Packet") as described below, with one (1) unbound original, five (5) bound copies and a PDF version on a flash drive of requested materials to:

Oakland Unified School District
Tadashi Nakadegawa, Deputy Chief
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 and returned unopened. 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.

Due to the circumstances caused by the Covid-19 pandemic, the District will accept electronic Proposals sent via email in lieu of hard copies. Proposals received by the District no later than 2:00 p.m. (Pacific Standard Time) on September 15, 2021 via email will be accepted.

If you have any questions regarding this RFQ/P and/or submitting proposal electronically 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 7115 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.

District Modification: Based on the availability analysis conducted for this specific RFQ/P, the District is waiving the entire 25% SLBE/SLRBE requirement. The minimum local business utilization requirement of 50% is still applicable for this RFQ/P and can be met with a 50% LBE participation.

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 Programs> Facilities Planning & Management Department> For Contractors and Developers> Bids and Requests for Proposals> Bid Information> 2014 and 2021 Amendments to Local Business Participation Policy.

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 |
|-----------------------------------|--|
| August 25, 2021 | RFQ/P Issued. |
| | |
| | |
| September 3, 2021 | Written requests for Interpretation, Correction or Modification are due. |
| September 9, 2021 | District will provide written responses to requests for clarification. |
| September 15, 2021 | Proposals Due by 2:00 p.m. |
| September 29, 2021 (tentative) | Notification of inclusion in pre-qualified "pool" |
| | |
| | |

ESTIMATED CONSTRUCTION BUDGET: TBD

PROJECT DURATION: TBD

REQUEST FOR QUALIFICATIONS & PROPOSALS

The purpose of this RFQ/P is to solicit Statement of Qualifications and Fee Proposals from consulting firms to create a pre-qualified pool of hazardous material abatement consultants on an as-needed basis. Firms submitting for inclusion in the pre-qualified pool shall submit a comprehensive Statement of Qualifications ("SOQ"). For future projects, OUSD may then elect to solicit fee proposals from this pre-qualified pool through its informal procurement process.

A. 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, drawings, specifications 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, drawings, specifications and other Services.
2. The Consultant will use all due care and diligence to confirm that its reports, plans and specifications 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.
3. **District Standards.** The Consultant shall incorporate into its work and the work of all Sub-consultants the OUSD Design Guidelines and Material Standards for facilities and construction at such time as they are adopted.
4. **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").

B. GENERAL STATEMENT OF WORK:

It is anticipated that the scope of services for the typical 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 the existing buildings on site, 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' MEP systems, site utilities and building 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. Mercury
 - d. Polychlorinated Biphenyls (PCBs)
 - e. Refrigerants
 - f. Chemicals
 - g. Solvents
 - h. Heating oils and hydraulic fluids that might be disturbed by the building project.
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.
 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.
 10. Deliverables will include five (5) hard copies of the report as well as an electronic version in PDF format.

C. STATEMENT OF QUALIFICATIONS

1. General Information / Instructions - Statement of Qualifications

- 1.1.** The District is inviting Statements of Qualifications 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

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. Executive Summary - The Executive Summary should contain an outline of firm's approach, along with a brief summary of firm's qualifications.

2.3. Firm Information

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

2.3.1. 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. (15 points)

2.3.2. Describe firm's philosophy and how it will work with District administration officials, community partners and district facilities staff. (10 points)

2.3.3. 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. (10 points)

2.3.4. 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 2.3.4.1 thru 2.3.4.5):

2.3.4.1. Name of project and client,

2.3.4.2. Scope of projects, description of services provided,

2.3.4.3. Contact person, telephone number and email address,

- 2.3.4.4.** Firm person in charge of each project,
- 2.3.4.5.** Construction dollar value of each project,

2.3.5. All litigation arising from any project, if any within the last three (3) years. State the issues in the litigation, the status of litigation, names of parties, and outcome. (5 points)

2.4. Additional Data - Provide additional information about the firm as it may relate to the Statement of Qualifications. These may include letters of reference or testimonials. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other 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 fifteen page SOQ limit. (5 points)

2.5. Professional Fees

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. (15 points)

3. Insurance (Mandatory Requirements)

Attach a letter from your insurance company indicating your firm's ability to provide insurance. The following is a tentative schedule:

- 3.1** A.M. Best financial strength rating (FSR) of A- or better.
- 3.2** 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.
- 3.3** 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.

4. 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 following form ("Local Business Participation Worksheet"). (15 points)

LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime Consultant:

RFQ/P: Hazardous Material Abatement for Various School Sites

Date:

| Team Member | Projected Percent of Total Fee Per Team Member | LBE % | SLBB % | SLBR % | City of Oakland or other approved agency. Certification Number and Expiration Date |
|--|--|-------|--------|--------|--|
| Prime Company: Address: Phone: Email: | | | | | |
| | | | | | |
| Company: Address: Phone: Email: | | | | | |
| | | | | | |
| Company: Address: Phone: Email: | | | | | |
| | | | | | |
| Company: Address: Phone: Email: | | | | | |
| | | | | | |
| Company: Address: Phone: Email: | | | | | |
| | | | | | |
| TOTAL PARTICIPATION | | | | | |

Approval – LBU Compliance Officer

D. 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.

E. Final Determination And Award

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.

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.

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