

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

**REQUEST FOR QUALIFICATIONS AND PROPOSALS**

**Labor Compliance Consultant**

April 3, 2019 (Issued)

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.

Interested firms are invited to submit a completed Statement of Qualifications ("SOQ") along with the 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, Director  
Department of Facilities Planning and Management  
955 High Street, Oakland, CA 94601

**All Statements of Qualifications and Proposals must be received on or before April 24, 2019, no later than 4:00 p.m.** Oral, telegraphic, facsimile, telephone or email 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.

If you have any questions regarding this RFQ/P please email Pam Henderson, Project Manager, at [pamilam.henderson@ousd.org](mailto:pamilam.henderson@ousd.org), Juanita Hunter, Specialist, Facilities Contacts & Bids, at [juanita.hunter@ousd.org](mailto:juanita.hunter@ousd.org), and cc: to Kenya Chatman, Facilities Coordinator at [kenya.chatman@ousd.org](mailto:kenya.chatman@ousd.org).

**PROJECT LABOR AGREEMENT** On September 28, 2016, the Board of Education approved a Project Labor Agreement between the District and signatory contractors and subcontractors, the Building and Construction Trades Council of Alameda County, AFL-CIO and its affiliated Local Union Signatories for the period from August 24, 2016 to June 30, 2021. The full version of OUSD's 2016 Project Labor Agreement can be found by going to the OUSD home page: [ousd.org](http://ousd.org) > Offices and Programs > Facilities Planning & Management Department > For Contractors and Developers > Bids and Requests for Proposals > Bid Information > 2016-PLA Project Labor Agreement for the Oakland Unified School District.

Here is the link : to upload a copy of the full RFP:  
<https://www.ousd.org/site/default.aspx?PageType=3&ModuleInstanceID=21862&ViewID=7b97f7ed-8e5e-4120-848f-a8b4987d588f&RenderLoc=0&FlexDataID=24330&PageID=682>

### 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.

<b>DATE</b>	<b>ACTIVITY</b>
April 3, 2019	RFQ/P Issued.
April 10, 2019	Non-Mandatory Pre-Proposal Meeting at Facilities Planning & Management. 1 p.m. to 2 p.m.
April 17, 2019	Last day to submit written requests for Interpretation, Correction or Modification.
April 19, 2019	District response to requests for clarification.
<b>April 24, 2019</b>	<b>Proposals Due by 4:00 p.m.</b>
TBD	Short List for Interviews.
June 12, 2019	Board meeting – approval of Contract.
June 13, 2019	Tentative Notice to Proceed issued to Consultant.

### DURATION OF CONTRACT AND APPROXIMATE VALUE OF WORK

Anticipate having an annual contract in conjunction with the District's fiscal year with the possibility for renewal for the next three to five years. Anticipate a construction value of \$80 million per year.

A sample of the contract can be found at OUSD's current homepage: [ousd.org](http://ousd.org) > Offices and Programs > Facilities Planning & Management Department > For Contractors and Developers > Bids & Requests for Proposals > Sample Contracts for Reference > Independent Consultant Agreement

## **GENERAL 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.

## **A. 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.

## **B. 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 as a Labor Compliance Consultant.
- 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. 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. Table of Contents** - A table of contents of the material contained in the Statement of Qualifications should follow the Letter of Interest.

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

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

**2.4. Firm Information**

**2.4.1.** 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.

**2.4.2.** Describe firm's philosophy and how it will work with Building and Construction Trades Council, contractors, Local Business Utilization Consultant and District staff to ensure objectives in the Project Labor Agreement are met.

**2.4.3.** Provide resumes of proposed team (in Proposal Appendix).

**2.4.4.** 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.

**2.4.5.** Identify K-12 clients contracted with firm in the past three (3) years. Please include the following information for each client:

**2.4.5.1.** Name of project and district,

**2.4.5.2.** Scope of projects, description of services provided,

**2.4.5.3.** Contact person, email address and telephone number at district,

**2.4.5.4.** Contact person, email address and telephone number of Prime Contractor(s),

- 2.4.5.5. Firm person in charge of each project,
- 2.4.5.6. Construction dollar value of each project,
- 2.4.5.7. All litigation arising from the project, if any. State the issues in the litigation, the status of litigation, names of parties, and outcome.

**2.5. Additional Data** - Provide additional information about the firm as it may relate to the Statement of Qualifications. 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 and expertise. This additional data shall be in an Appendix and will not be counted in the fifteen page SOQ limit.

**2.6. Professional Fees**

Provide a current fee schedule for the types of service that firm offers. If referencing basic services costs, include typical staffing expectations, professional fee schedules and hourly rates, and variations that the District could expect for specific Projects, if applicable. Please include a separate cost for Joint Administration Committee services. This may include a dedicated staff member or the ability to support the District through this process.

**3. 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. 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](http://ousd.org) > Offices and Programs > Facilities Planning & Management Department > For Contractors and Developers > Bids and Requests for Proposals > Bid Information > 2014 Amendment to Local Business Participation Policy.

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").

**LOCAL BUSINESS PARTICIPATION WORKSHEET**

Prime Consultant:

RFQ/P: Labor Compliance Consultant

Date:

Team Member	Projected Percent of Total Fee Per Team Member	LBE %	SLBB %	SLBR %	City of Oakland Certification Number
Prime Company: Address:  Phone: Email:					
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

### **C. 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 services, 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.

### **D. 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