

AS AMENDED
REQUEST FOR PROPOSALS

FOR

CONSTRUCTION SPECIALIST

CITY OF OAKLAND
COMMUNITY AND ECONOMIC DEVELOPMENT AGENCY

OCTOBER 30, 2009

ADDENDUM NO. 1

TO: All Interested Consultants

DATE: October 30, 2009

SUBJECT: Request For Proposals For Construction Specialist

Please note the following additions/changes to the above referenced Request For Proposals:

1. Project Schedule & Budget, Section III Page 3 and Submittal Requirements G.ii.
In response to questions regarding the project budget, the following clarification is added:

Please provide a sample estimated budget for services, itemized as broken down in Section II, Scope of Services, for the following scenarios:

1. New Construction, 60 Unit Multi-Family affordable rental project; 14 month construction period
2. Moderate Rehabilitation, 60 Unit Multi-Family affordable rental project, Occupied rehabilitation period of 8 months

2. Submittal of Proposal, Section IV, 1.C.(b), Page 4
Attachments – Local and Small Business Enterprise Program

The threshold for LBE/SLBE is changed to read as follows: *Certification as a local, small local, or local not for profit business enterprise affords the business and the prime contractor compliance with the City's contracting policies. The City of Oakland's contracting policy states that there will be a 20% minimum participation requirement for all construction contracts over \$100,000 and all professional services contracts over \$50,000.* Note: Contracts awarded via this RFP will be considered professional services contracts.

3. Insurance Requirements, Section (a)(iv) Errors and Omissions, Schedule Q

Professional Liability/errors and omissions insurance in the amount of \$1 Million.

End of Addendum No. 1

TABLE OF CONTENTS TO THE REQUEST FOR PROPOSALS

	<u>Page No.</u>
I. INTRODUCTION AND PROJECT OVERVIEW	1
II. SCOPE OF SERVICES.....	1
III. PROJECT SCHEDULE AND BUDGET	3
IV. THE SUBMITTAL	3
1. General Information.....	3
2. Submittal Requirements.....	11
3. Required Submittal Elements and Format	11
V. EVALUATION PROCESS	14
1. Evaluation of Submittals.....	14
2. Interview of Short-Listed Firms.....	14
3. Evaluation Timelines	14
VI. SELECTION PROCESS	15
1. Contract Negotiations	15
2. Contract Award.....	15
VII. ATTACHMENTS	15
VIII. OTHER REQUIREMENTS.....	15
XIV. CONTACT INFORMATION.....	16

ATTACHMENTS

1. Local Small Business Enterprise
2. Living Wage Requirements
3. Insurance Requirements

SCHEDULES

Packet A

1. Americans with Disabilities Act (ADA)
2. Nuclear Free Zone
3. Affidavit on Non-disciplinary or Investigatory Action
4. Certification of Debarment and Suspension
5. Campaign Contributions
6. Independent Contractors Questionnaire (Part A)
7. Insurance Requirements (Informational Purpose only)

Packet B

1. Living Wage
2. Equal Benefits
3. Ownership, Ethnicity and Gender Questionnaire
4. Sub-Consultant and Sub Contractor Listing

I. INTRODUCTION AND PROJECT OVERVIEW

The Community and Economic Development Agency (CEDA) of the City of Oakland is seeking “Consultants” to act as a lender’s representative on various housing development projects.

CEDA seeks two to three construction specialist firms capable of reviewing construction plans and specifications; producing work write-ups and accurate construction cost estimates from preliminary schematic drawings and specifications; reviewing and recommending approval of draw requests and change orders; and conducting site monitoring to determine the quality of construction and adequate progress of contract performance.

In addition to approximately 7 new construction projects and 12 rehabilitation projects currently in the pipeline, over the next 24-month period, it is expected that the City and Redevelopment Agency will approve approximately \$25 million in financing to construct and rehabilitate affordable housing projects. The sources of funds are Redevelopment Agency tax increment and federal HOME funds. Potential projects will include new construction and/or the rehabilitation of existing structures for single-family and multi-family developments. Approximately 25 home-ownership and rental projects at various stages of development will need to be monitored. Other basic information pertaining to specific sites will be provided after the review and selection of qualified firms.

Two (2) copies of a fully responsive submittal are due at the Office of Community and Economic Development, 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612, no later than 4:30 p.m., on November 10, 2009. A pre-proposal meeting will be held at Hearing Room 3 at City Hall, 1 Frank Ogawa Plaza, Oakland, CA 94612-2034 on October 27, 2009 at 2:00 pm.

II. SCOPE OF SERVICES

The services to be performed by Consultant shall consist of services requested by a designated representative of the City, including (but not limited to) the following:

1. Consultant shall monitor the disbursement of the direct costs of construction funds for loans to project sponsors (“Borrowers”) administered by CEDA that increase, improve or preserve the City of Oakland’s supply of low and moderate income housing. The projects are hereinafter collectively known as “Projects”.

Consultant shall:

- A. Make periodic site visits. Consultant will conduct at least one monthly site visit for each Project. In the event that more than one (1) site visit per Project per month is required, prior authorization shall be obtained from the City in writing. Consultant will also provide the following written reports and information.
 - i. Review, determine and confirm that the progress of construction has been completed in a satisfactory manner as well as in substantial accordance with the construction plans and specifications and in reasonable compliance with the Borrowers’ updated progress charts and Construction Schedules as submitted.

- ii. Provide digital photographs of the projects taken on each site visit.
 - iii. Review the construction contractors' monthly Applications for Payment for conformance with percentage of completion.
- B. Review any change orders submitted to CEDA by the Borrowers, and provide CEDA with recommendations as to whether such change orders and the costs thereof are reasonable.
- C. Review final construction close-out documents and requests for retention payment.
2. Consultant shall perform other duties related to the construction monitoring of housing development projects including, (but not limited to):
- A. Additional construction monitoring site visits beyond the number set forth hereinbefore, with the prior approval of the City.
 - B. Conducting preliminary cost estimates and work write-ups of projects under review for financing to determine project feasibility.
 - i. Work write-ups and cost estimates shall be submitted in a format outlined by the City prior to the start of the project. The timeframe for completion of each work write-up and cost estimate shall be mutually agreed upon prior to the commencement of such work. Such review may include, at the option of the City, review of preliminary schematic drawings and specifications from which an estimate of potential development costs will be required.
 - C. Review of construction plans and specifications, detailed trade cost breakdowns, and construction contracts for CEDA administered projects, as requested by CEDA staff.

This review shall be summarized in an initial report containing the following information:

- i. A brief narrative and statistical description of the project (e.g. gross and net areas, number of units, etc.).
- ii. Consultant's opinions, comments, and recommendations regarding all expert documents relevant to the construction of the projects, including (but not limited to) soils reports, and architectural, structural, mechanical, electrical, and plumbing plans and specifications; which review shall seek to examine the overall completeness, internal consistency, and constructability of the documents and identify potential problems and difficulties in the design and use of specified materials and systems that:
 - a. might present ambiguities for potential bidders;
 - b. might contravene accepted good practices of construction;

- c. might create delays in carrying out the intended scope of the contract documents;
 - d. would be contrary to the best interest of the Borrower and the intended use of the project, including interfacing with existing facilities.
- iii. For those projects requiring such, review of the adequacy of existing utilities and their presence in relation to the property, and their adequacy to service the entire project.
 - iv. Review of the project construction schedule, including the completion date and estimated construction period.
 - v. Consultant's opinion regarding the adequacy of the Borrower's cost breakdowns, cost allowances and the proposed contingency reserve.
 - vi. Review of the consistency of the Borrower's costs with the costs and construction contracts which are submitted to the City.

III. PROJECT SCHEDULE & BUDGET

Proposals must include a fee schedule (either for an entire project or dollar amount per monthly task specified in **Section II: Scope of Services**).

IV. SUBMITTAL OF PROPOSAL

1. General Information

- A. The Project Manager will be the Housing Development Services unit of the Housing and Community Development Division of the City of Oakland's Community and Economic Development Agency.
- B. The Consultants selected for this project shall obtain or provide proof of having a current City of Oakland Business License.
- C. Council Policies and Procedures
 - a) Disabled Access and Non-Discrimination
 Consultant shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing Schedule C-1 ("Declaration of Compliance with the Americans with Disabilities Act,") attached hereto and incorporated herein.
 - b) Local and Small Local Business Enterprise Program

City of Oakland's Local and Small Local Business Enterprise Program describes the objectives, goals and policies of the city regarding the participation of certified for profit or not for profit local or small local entities in the City's contracts and purchasing opportunities.

There is a twenty percent (20%) minimum participation requirement for all professional services contracts valued at one hundred thousand dollars (\$100,000.00) or more. Compliance may be achieved at a rate of ten percent (10%) local and an additional 10% small local certified business participation. The requirement may be satisfied by a certified prime and/or sub-Consultants (s) or a small local certified business might meet the twenty percent requirement. The City of Oakland's Office of the City Administrator, Contract Compliance & Employment Services Division must certify a business before a proposal is submitted in order to earn credit toward meeting the twenty percent requirement. The twenty percent local business participation requirement will be considered a material term of every proposal. Proposals that fail to meet the 20% minimum will be deemed non-responsive. Schedule-E- Project Consultant Team must be submitted with the proposal.

If a consultant is able to develop a Joint Venture or "Mentor-Protégé" relationship with an Oakland certified for profit or not for profit entity, the Mentor-Protégé or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credits, the Agreement must be submitted to Contract Compliance and Employment Services at least three weeks before the proposal due date. Joint Venture Applications and examples of the basic elements of a City approved Mentor Protégé Agreement are available upon request to the project manager.

For tracking and reporting purposes only, the consultant team is asked to show the percentage and dollar amount of Minority Business Enterprise/ Women Business Enterprise (MBE/WBE) participation on all sub-consultant listings. Consultant teams are asked to provide data regarding the racial, ethnic, and gender make up of listed sub-consultants and be prepared to provide documentation that demonstrates the methodology used to select all sub-consultants. The City Administrator will track MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of race or gender, and will make periodic reports to the City Council concerning such utilization. The City will report any discrimination in contracting to the appropriate Federal and State agencies, and will take appropriate action against consultants that are found to be engaging in discriminatory acts or practices up to and including termination or debarment of the responsible entity.

c) Living Wage Ordinance (LWO)

This Agreement is subject to the Oakland Living Wage Ordinance which requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service Consultants (consultants) of the City and employees of City Financial Assistant Recipients (CFARs) (Ord. 12050 § 1, 1998). The Ordinance also requires submission of the Declaration of Compliance

attached and incorporated herein as Schedule-N and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the consultant must comply as follows:

- Minimum compensation – Said employees shall be paid an initial hourly wage rate of \$10.83 with health benefits or \$12.45 without health benefits. Effective July 1st of each year, contractor shall pay adjusted wage rates.
- Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.62 per hour. Consultant shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- Federal Earned Income Credit (EIC) – To inform employees that he/she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to you. Web sites include but are not limited to: (1) <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service and (2) the 2008 Earned Income Tax Outreach Kit www.cbpp.or/eic/2008.
- Consultant shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- Consultant shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment.

- Consultant shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Consultant shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Consultant shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- Consultant shall require sub consultants that provide services under or related to this Agreement to comply with the above Living Wage provisions. Consultant shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Contract Compliance & Employment Services Division.

d) Equal Benefits Ordinance (EBO)

This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.232.010 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City Consultants (consultants) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

The following entities are subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city; and Entities which enter into a "property contract" pursuant to Section 2.32.020(D) with the City in an amount of twenty-five thousand dollars (\$25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others for the city's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.

The Ordinance shall only apply to those portions of a Consultant's operations that occur (1) within the city; (2) on real property outside the city if the property is owned by the city or if the city has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the city; and (3) elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or sub Consultants.

The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as Schedule N-1 – Equal Benefits-Declaration of Nondiscrimination and documentation supporting compliance. Compliance must be verified before a contract is executed.

e) Non-Discrimination/Equal Employment Practices

Consultant shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Consultant agrees as follows:

- Consultant and consultant's sub consultants, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- Consultant and consultant's sub-consultants shall state in all solicitations or advertisements for employees placed by or on behalf of consultant that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- If applicable, consultant will send to each labor union or representative of workers with whom Consultant has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Consultant's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- Consultant shall submit information concerning the ownership, ethnicity and gender, by completing Schedule D as mentioned earlier. Schedule E ("Project Consultant Team"), is also attached and incorporated herein and made a part of this Agreement.
- All affirmative action efforts of consultants are subject to tracking by the City. This information or data shall be used for statistical purposes only. All Consultants are required to provide data regarding the make-up of their sub Consultants and agents who will perform City contracts, including the race and gender of each employee and/or Consultant and his or her job title or function and the methodology used by Consultant to hire and/or contract with the individual or entity in question.
- In the recruitment of sub Consultants, the City of Oakland requires all Consultants to undertake nondiscriminatory and equal outreach efforts, which

include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

- In the use of such recruitment, hiring and retention of employees or sub Consultants, the City of Oakland requires all Consultants to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

f) City of Oakland Campaign Contribution Limits (Campaign Reform Act)

This Agreement is subject to the Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations. The Act prohibits consultants that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. If this Agreement requires council approval, consultant must sign and date an Acknowledgment of Campaign Contribution Limits Form attached as Schedule-O.

g) Nuclear Free Zone Disclosure

Consultant represents, pursuant to the "Nuclear Free Zone Disclosure Form" – Schedule-P that consultant is in compliance with the City of Oakland's restrictions on doing business with service providers considered nuclear weapons makers.

h) Insurance Requirement

Schedule Q summarizes insurance requirements relative to this project.

i) Conflict of Interest/Confidentiality/City-Consultant Relationship

Consultant shall avoid all conflicts of interest and respect its relationship with the City by maintaining confidentiality of materials deemed confidential by law. Consultant specifically agrees to the following:

1. Consultant covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this RFP. Without limitation, the Consultant represents to and agrees with the City or Agency that no conflict of interest is created between providing the City or Agency services hereunder and any interest Consultant may have with respect to any other person or entity (including but not limited to any federal or state regulatory agency) which has any interest adverse or potentially adverse to the City or Agency.

2. Consultant further agrees that Consultant shall not, without prior written consent of the City Administrator, perform any services for any person other than the City Administrator relating to the study referred to in this RFP.
3. The consultant understands and agrees to successfully provide the services requested by this RFP. In addition, every communication between Consultant and the City or its special counsel shall be considered to be a confidential communication between client and lawyer (see California Evidence Code Section 952), and the confidential work product of the City Administrator, City Attorney and the City's special counsel, respectively, and therefore shall be held in strict confidence. All reports, analysis, maps, diagrams or any documents prepared or assisted in the preparation of or by the Consultant, shall be considered to be prepared pursuant to said lawyer-client relationship. All of the above mentioned documents are also considered the work product of the City Administrator and shall not be communicated to any person except as specifically authorized in writing signed by the City Administrator and City Attorney.

OMC Section 2.06.070 Prompt Payment Terms Required in Notices Inviting Bids, Requests for Proposals/Qualifications and Purchase Contracts

This contract is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06. The Ordinance requires that, unless specific exemptions apply. Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

Disputed payments are subject to investigation by the City of Oakland Liaison upon the filing of a compliant. Contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims.

Contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention, and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment. Contractor and its subcontractors shall be required to pass on to and pay subcontractors mobilization fees within five (5) business days of being paid such fees by the City. For the purpose of posting on the City's website, Contractor and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, Contractors are required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) business days following receipt of payment from the City, The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

Contractor and its subcontractors shall include the same or similar provisions as those set forth above in this section in any contract with a contractor or subcontractor that delivers goods and/or services pursuant to or in connection with a City of Oakland purchase contract.

Should you have any questions you may contact Vivian Inman, Acting Prompt Payment Business Liaison at (510) 238-6261 or via email at vinman@oaklandnet.com.

The following City staff are available to answer questions regarding this RFP:

Project Related Issues: **Antoinette Pietras**
apietras@oaklandnet.com
(510) 238-6177

Living Wage Issues: **Vivian Inman**
(510) 238-6261

LBE/SLBE: **Vivian Inman**
(510) 238-6261

2. Submittal Requirements

Two (2) copies of a fully responsive submittal are due at the Office of Community and Economic Development, 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612, no later than 4:30 p.m., on November 10, 2009. A pre-proposal meeting will be held at Hearing Room 3 at City Hall, 1 Frank Ogawa Plaza, Oakland, CA 94612-2034 on October 27, 2009 at 2:00 p.m. Interviews with finalists will be scheduled for December 1-11, 2009.

The City reserves the right to reject any or all submittals. A submittal may be rejected for any of the following reasons:

- Submittal is received at designated location after designated time.
- Submittal is not in compliance with the City of Oakland Professional Service Contract Program and/or any of the required exhibits missing.
- Submittal is not containing the required elements nor organized in the required format.
- Submittal is considered not fully responsive to this RFP.

3. Required Submittal Elements and Format

A. Transmittal Letter

- i. Please address letter to:

**Antoinette Pietras
Housing Development Coordinator
Housing and Community Development Division
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612**

Note: Letter must be signed by an officer of the Consultant. In case of joint venture or other joint-prime relationship, on officer of each venture partner shall sign.

B. Project Team

- i. The Prime Consultant should be a construction specialist.
- ii. List Prime and Sub-Consultants with individual addresses, telephone numbers and areas of expertise. Briefly describe the project responsibility of each team member. Identify (for tracking purposes only) which consultants are Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Local Business Enterprises (LBE) and Small Local Business Enterprises (SLBE). Additionally, for LBE's and SLBE's, submit a copy of current business license and date established in Oakland.

C. Project Personnel

- i. Prime Consultant: Provide a detailed resume of the proposed principal-in-charge and the project manager(s) who shall be a full-time employee of the Prime Consultant for each project. Clearly identify experience relative to each listed project.
- ii. Sub-Consultants: Provide a detailed resume of the proposed project professionals who shall be full-time employees of each sub-consultant for this project. Clearly identify experience relative to each listed project. He/she shall be currently licensed, if applicable.

D. Relevant Experience – Prime Consultant and Sub-Consultants

- i. Describe experience in providing comprehensive construction monitoring services and indicate the type, size and scope of projects.
- ii. Describe ability to work with Agency staff and translate Agency/City requirements into a successful project.
- iii. Prime Consultant shall provide examples up to five projects. For each project for which descriptions are included, please provide the following information:
 1. Project name and location.
 2. Brief description of project scope.
 3. Month/year construction commenced and was (is to be) completed.
 4. Approximate construction cost.
 5. Firm's project responsibility.
 6. Client name, address, contact person and telephone number.

E. Project Approach and Organization

- i. Briefly describe how you would approach this project. Indicate your understanding of the critical project elements, and what special approach your team will feature to control these elements.

F. References

- i. Prime Consultant and Sub-Consultants: Three business related references, including name, company, address, and telephone number and business relationship to firm(s).
- ii. Proposed Project Manager(s): Two business related references, giving name, company, address, and telephone number and business relationship to Project Manager(s).

G. Hourly Billing Rates and Proposed “Not To Exceed” Maximum for Project

- i. Prime Consultant and Sub-Consultants shall provide a complete list of all staff hourly rates by category, i.e., Principal, Project Manager, etc. Hourly rates shall be all-inclusive, i.e., base salary, fringe benefits, overhead, profit, etc.
- ii. “Not To Exceed” maximum dollar amount should be the maximum anticipated cost to complete the project scope for the submittal, including expenses and subconsultant work. These costs should be broken down by category to the extent possible.

H. Required Schedules

- i. Packet A
 - Americans with Disabilities Act (ADA)
 - Nuclear Free Zone
 - Affidavit on Non-disciplinary or Investigatory Action
 - Certification of Debarment and Suspension
 - Campaign Contributions
 - Independent Contractors Questionnaire (Part A)
 - Insurance Requirements (Informational Purpose only)
- ii. Packet B
 - Living Wage
 - Equal Benefits
 - Ownership, Ethnicity and Gender Questionnaire
 - Sub-Consultant and Sub Contractor Listing

Firms wishing to have their submittal material returned after the selection process should provide stamped, self-addressed envelopes as necessary.

V. EVALUATION PROCESS

1. Evaluation of Submittals

Oakland has allocated approximately twenty working days for the review.

A. Criteria: The following criteria will be used to evaluate and rate the submittals:

- i. Overall quality of the submittal. Responsiveness and conformance to RFP requirements for content and format.

- ii. Quality and appropriateness of proposed project team. Professional experience and background of Prime Consultant and Sub-Consultants.
- iii. Appropriate personnel – principals, project managers and other key personnel – with required experience and skills relevant to this project.
- iv. Prime Consultant and Sub-Consultants’ prior experience and ability to work with public agencies and translate public agency requirements into a successful project.
- v. Quality and appropriateness of proposed project approach and organization. Knowledge and experience with working with relevant codes, regulations and agencies.

2. Interview of Short-listed Firms

- A. Three to five firms or consultants will be invited to an interview, resulting in the selection of one or more firms or consultants with which Oakland intends to negotiate a mutually agreeable contract.

The firms selected to be interviewed will be notified via email or telephone. It is presently anticipated that the interviews will be conducted within five working days of notification. The interviews will last approximately 1 hour and include a presentation from the consultant and a question-and-answer period. Interviews will be held at City of Oakland, CEDA Offices at 250 Frank Ogawa Plaza.

3. Evaluation Timelines

Timeline for the selection of the Construction Specialist is as follows:

October 20	Publish RFP
October 27	Pre-Proposal Meeting
November 10	Deadline for response to RFP
November 9 – 20	Review RFP responses and complete preliminary evaluations Candidates contacted and interviews scheduled
December 1-11	Finalists interviews
January/February 2010	Report, resolution, and contract on the agenda at the Community and Economic Development Committee and to City Council
March 2010	Contract and scope of work with Consultant executed

VI. SELECTION PROCESS

1. Contract Negotiations

- a. Firms will be numerically ranked at the completion of the interview process. The firm ranked first will be invited to participate in negotiations for contract terms and fee amount. Should the Agency and the first ranked firm not be able to reach an agreement as to contract terms and fee amount within a reasonable time frame, the Agency may terminate the negotiations and begin negotiations with the second ranked firm, and proceed down the list as necessary until an agreement is reached or the list is exhausted.

2. Contract Award

- a. Upon successful completion of the negotiations, a request to the City Council shall be made to authorize the award of the contract to the selected firms.
- b. Upon authorization to award the contract by the City Council, the City shall issue the Consultants a Notice to Proceed.
- c. The selected Consultant(s) will be required to maintain auditable records, documents, and papers for inspection by authorized local, State and Federal representatives. Therefore, the Consultants may be required to undergo an evaluation to demonstrate that the firm uses recognized accounting and financial procedures.

VII. ATTACHMENTS

1. Local Small Business Enterprise
2. Living Wage Requirements
3. Insurance Requirements

VIII. OTHER REQUIREMENTS

1. Oakland reserves the right to reject any and all proposals submitted.
2. All responses to the RFP become the property of Oakland.
3. The RFP does not commit Oakland to award a contract or to pay any cost incurred in the preparation of the proposal.
4. Oakland reserves the sole right to evaluate each proposal and to accept or reject any or all proposals received as a result of the RFP process.
5. Oakland reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFP and/or RFP process, to obtain further information from any and all consultant teams and to waive any defects as to form or content of the RFP or any responses by any consultant teams.

6. Oakland may require a service provider to participate in negotiations and submit technical information or other revisions to the service provider's qualifications as may result from negotiations.
7. Once a final award is made, all RFP responses, except financial and proprietary information, become a matter of public record and shall be regarded by Oakland as public records. Oakland shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act or the City of Oakland Sunshine Ordinance.
8. The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit Oakland from contracting with a service provider if the service provider or an employee, officer or director of the service providers' firm, or any immediate family of the preceding, or any sub Consultant or consultant of the service provider, is serving as a public official, elected official, employee, board or commission member of the Oakland who will award or influence the awarding of the contract or otherwise participate in the making of the contract. The making of a contract includes actions that are preliminary or preparatory to the selection of a Consultant such as, but not limited to, involvement in the reasoning, planning and/or drafting of solicitations for bids and RFPs, feasibility studies, master plans or preliminary discussions or negotiations.

XIV. CONTACT INFORMATION

Please contact City staff for questions regarding this RFP:

RFP and Project related issues:

Antoinette Pietras, Housing Development Coordinator

apietras@oaklandnet.com

(510) 238-6177

Contract Compliance Requirements:

Contract Compliance and Employment Services Division, (510) 238-3363

END OF RFP

ATTACHMENTS

Local and Small Business Enterprise Program

What is a LBE and SLBE?

Local Business Enterprise (LBE) – An Oakland business (a) with a substantial presence in the City of Oakland’s geographic boundaries, (b) fully operational for 12 consecutive months, and (c) a valid business tax certificate.

Small Local Business Enterprise (SLBE) – A business with (a) a substantial presence in the City of Oakland’s geographic boundaries, (b) a full operation conducting business for 12 consecutive months, (c) a valid business tax certificate, and (d) is an independent business headquartered in Oakland.

Why should I get Certified as an LBE/SLBE?

Certification as a local, small local, or local not for profit business enterprise affords the business and the prime contractor compliance with the City’s contracting policies. The City of Oakland’s contracting policy states that there will be a **20% minimum participation requirement** for all construction contracts over \$100,000 and all professional services contracts over \$50,000. **All construction contracts below \$100,000 and all professional services contracts below \$50,000 must include outreach to certified local firms such that a minimum of three local firms are included in the solicitation.**

The 20% local business participation requirement must be met with a minimum participation of 10% for Local Business Enterprises/Local Not For Profit Business Enterprise. SLBE and NPSLBE may meet the full 20% requirement. In the case of construction projects where trucking is warranted, 20% of the trucking dollars must be allotted to certified (Oakland) local truckers.

For more information go to:

http://www.oaklandnet.com/government/ceda/revised/pdf/9_Attachment_I_L_SLBE.pdf

