



San Diego Unified School District

BUSINESS SUPPORT SERVICES
2351 Cardinal Lane, San Diego, CA 92123-3799

ICOC Prop S, Exhibit 3.2
July 16, 2009

(858) 522-5840

Procurement and Contracts Department

REQUEST FOR QUALIFICATIONS (RFQ) NO. PS-----

PROPOSITION S INDEPENDENT CITIZENS OVERSIGHT COMMITTEE (ICOC) CONSULTANT SERVICES

June 2009

1. Background/Scope

The San Diego Unified School District (the "District") is soliciting Requests for Proposals (RFP) from qualified firms and persons to provide consultant services to the Proposition S Independent Citizens Oversight Committee (ICOC). The District Currently has over 135,000 students attending classes at 221 sites comprised of elementary, middle and high schools within a 210 square mile radius, making it the second largest school district in California and the ninth largest urban district in the country.

On November 4, 2008 the voters of San Diego County approved Proposition "S" in the amount of \$2.1 billion. The bond includes school improvement to support student learning and instruction. A complete list of projects with a summary of designated schools can be viewed on the District's website at <http://www.sand.net/PropS/>.

The scope of work will include by not be limited to the following:

1. Attend all ICOC meetings
2. Attend ICOC subcommittee meetings as requested by the ICOC subcommittee chair
3. Attend special meetings, including Board of Education special and regular meetings, as required and as directed by the ICOC Chair
4. Perform ICOC WEB Site Maintenance as requested
5. Assist with the preparation of the ICOC Annual Financial Report in coordination with the appropriate subcommittees and as required by the appropriate public law and ICOC objectives (This task also includes preparation of the first draft, preparation of revisions and the final draft.)
6. Assist with the preparation of the ICOC Annual Performance Report in coordination with the appropriate subcommittees and as required by the appropriate public law and ICOC objectives (This task also includes preparation of the first draft, preparation of revisions and the final draft.)
7. Schedule and assist in the preparation of quarterly ICOC activity reports to the Board of Education
8. Provide financial project reconciliation services as directed by the appropriate ICOC subcommittee
9. Assist in the preparation of special annual audits and/or evaluation reports for selected tasks as directed by ICOC. These special audits and/or reports will include a review of projects to

ensure they are listed in the voter's guide, a review of Prop. S staff assignments to ensure that there are no teachers or administrators being paid out of Prop. S revenues, to ensure that no district funds are used for non-Prop. S expenses, and ensure that the Bond Fund Finance plan adequately provides for the scope of work in the voter guide

10. Assist in the annual review and report on the performance of the District's deferred maintenance program
11. Assist in the review and report annually on the district Prop. S staffing plan
12. Conduct quarterly site reviews of construction in progress to confirm total indicated cost values reported by district staff
13. Assist in the preparation of an annual report on the Prop. S Business Outreach Program
14. Assist in the preparation of an annual report on the effectiveness of the Labor Compliance Program pertaining to Prop. S projects
15. Assist in the preparation of an annual report on the joint use program pertaining to Prop. S projects
16. Assist in the preparation of special reports, review periodic reports from staff, assist in the preparation of presentations, provide workshop support as requested, and coordinate printing services of special reports
17. Assist in the review of school district efforts to implement cost savings measures designed to reduce professional fees, reduce site preparation costs, participate in joint use programs, incorporate efficient school site design efficiencies, and report on the use of reusable plans
18. Assist in the review of the districts three-year construction plan

The term of the contract will be three (3) years with two (2) one (1) year options at District's discretion. A cost of living adjustment will be incorporated in the contract at the end of each term.

2. Submission and Timeline

Tentative schedule, subject to change without notice, is as follows:

RFP Release:	June 15, 2009
Statement of Qualifications Due (3:00 p.m.):	June 30, 2009
Interviews at District's discretion:	Week of July 6, 2009
Notification of Intent to award:	Week of July 12, 2009
Board Approval of Contract(s):	August 2009

Note: The list will remain in effect for a minimum of 6 months. Interested firms must submit five (5) copies of their written statement of qualifications to:

San Diego Unified School District
Business Support Services
2351 Cardinal Lane, Building "M"
San Diego, CA 92123-3799
Attn: Joanne Pilgrim, Facilities Contract Supervisor

Responses must be received by personal delivery or by U.S. Mail no later than 3:00 p.m. on June 30, 2009. Any late submittals shall be deemed non-responsive, and the District shall reject any submittals received after the deadline stated above and return as unopened.

3. Submission Format:

The RFQ should address the following items succinctly and specifically within the appropriate sections as noted below. Failure to include all specified sections in the response to this RFQ may be deemed non-responsive.

Each RFQ must be presented to the District in a bound fashion. No pages of the response shall be loose or inserted in binder pockets as a substitute for being included within the bound portion of the response. Each section of the RFQ must be tabbed according to the numbered index system indicated.

- a. Title Page: Firm name, address, telephone, fax and e-mail address, if available. Also, name of point of contact.
- b. Table of Contents: Must include a complete and clear listing of headings and page numbers to allow easy location of key information.
- c. Company: Legal form of company (partnership, corporation, joint venture, etc.)
- d. Firm Background/History: Identify ownership of firm and provide one-page history, including number of years your firm has provided similar services for both public and private sector clients. If RFQ is being submitted as a Joint Venture with two or more firms, information must be provided from each firm. Additionally, statement must describe the working relationship of the firms with one another and the percentage of the total work each firm is expected to perform. A description of the proposed approach to providing the services must be included. A single entity must be identified as primary and all communications with the District will be through a project manager from that primary firm. Payment for services will be through the primary firm.
- e. Recent Experience: Provide the recent ICOC bond support experience of the firm for K-12 school facilities and/or public facilities in the State of California. Provide examples of a minimum of three recent projects with cost, reviewing agencies, and terms.
- f. References: Provide a minimum of three references with an emphasis on K-12 school references if available, including contact person and telephone numbers for a district/ owner representative and a regulatory approval representative who was involved in the process, for each project.
- g. Staff Qualifications: Provide the Qualifications and recent experience of the staff to be assigned to the District's projects, including resumes.
- h. Quality Assurance Plan. Describe the quality assurance procedures employed by your firm to minimize change orders and ensure well-coordinated and complete projects.
- i. Claim/Litigation/Arbitration History. List all claims, lawsuits or arbitrations filed by the following:
 - (1) On behalf of your firm, in the last five (5) years related to consulting services, including but not limited to, against a client for whom you performed professional services.
 - (2) Against your firm, in the last five (5) years related to consulting services, including but not limited to, a client for whom you performed professional services.

For items (1) and (2) above, a claim is defined as a demand for payment that is disputed. A lawsuit is an actual complaint filed in court. Arbitration is an alternative dispute resolution in which a neutral third party renders a decision after a hearing in which both sides have an opportunity to be heard.

- j. Location of Firm and Consultants: Provide the address of the primary firm, (and joint venture firms if applicable), and addresses of all proposed team members. Priority will be given to firms located within San Diego County. The respondent acknowledges that the District seeks to promote employment and business opportunities for local residents and firms on all contracts. The respondent will, to the extent legally possible, solicit applications for employment and proposals for subcontracts for work associated with this document from local residents and firms as opportunities occur. The respondent agrees to hire qualified local residents and firms whenever feasible.
- k. Sub-Consultants: Identify all professions/trades which are not “in-house” services. Specify names, professional licenses earned, and experience of the firms.
- l. Employment Diversity: Participation of small emerging business enterprises (EBEs) including minority, women, and disabled veteran-owned business enterprises is encouraged. The District actively encourages the diversity of qualified professionals on the project team and encourages the prime and consultant firms to demonstrate employment diversity by exerting assertive efforts to improve employment of EBE members in their work forces.
- m. Cost Summary. Provide a Schedule of Rates (SOR) for the principal firm (or firms if there is a joint venture or partnership). The SOR shall consist of a list of project staff categories with maximum hourly billing rates. Any proposed reimbursable expenses should also be listed. Also, identify hourly rates of any primary sub-consultants.
- n. Additional Information and Comments. Include any other information that you feel is pertinent but not specifically asked for herein.
- o. Signature Page: Indicate that the proposal will be valid for a period of at least six months, apply the signature of the person responsible for the proposal and a statement that said person has the authority to bind the company with this type of proposal.

4. Submittal Information

Responses shall be submitted on 8 ½ x 11 paper, single sided with font no less than 10 pitch. Each submittal shall be no longer than twenty-five (25) pages in length, including the Table of Contents. Exhibits and tabs are excluded. Exhibits can be larger than 8-1/2 x 11. Each section of the RFQ must be tabbed according to the numbered index system indicated.

Each RFQ must be presented to the District in a bound fashion. No pages of the response shall be loose or inserted in binder pockets as a substitute for being included within the bound portion of the response. *Please provide the District with five (5) copies which are in binders.*

Submittals are to be placed in sealed packages with the following information clearly marked on the outside of each package:

- (1) Name of Provider responding
- (2) Title: “Proposition S Independent Citizens Oversight Committee Consultant Services Proposal: 2009”
- (3) Package number (i.e., 1 of __, 2 of __, etc)

Once the District receives the responses they will remain valid and may not be withdrawn for a period of six (6) months.

5. Evaluation Process/Basis of Selection:

Submitted RFQ’s will be reviewed and ranked by a district panel. The basis of selection in no particular order will be:

- Experience with public entities;
- Staff Qualifications, Consultant Team;
- References;
- Quality Assurance;
- Location with local firms preferred;
- Cost

The RFQ should address these items succinctly and specifically within the appropriate sections as noted above.

Interviews may be scheduled at District's discretion.

In the event your firm is asked to attend an interview, it is mandatory that the proposed primary project contact and a principal of the firm with the authority to enter into binding contracts with the District attend the interview. Prior to any interviews, an interview format outline will be provided. Electrical power and room darkening will be available in the interview room.

6. Insurance

Interested firms shall maintain limits no less than:

- a. General Liability: \$2,000,000.
- b. Automobile Liability: \$2,000,000
- c. Workers Compensation – statutory
 - i. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- d. Professional Liability: \$2,000,000

Selected firms shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the District or on other than the District's forms provided those endorsements conform to District's requirements. All certificates and endorsements are to be received and approved by the District before work commences. Firms must provide proof of payment of all required insurance policies for one calendar year, as well as a true, correct copy of its current professional liability policy upon receipt of an executed Agreement from District prior to commencement of any work.

The District and its officers, board members and employees must be listed as an additional insured for the General Liability and Automobile Liability policies and the selected firm must provide an original copy of the certificate along with the endorsement to the District.

The insurance shall be considered primary coverage and any other insurance shall be excess coverage thereof. Such insurance shall be provided by an admitted California insurance company with a current Best's Key Rating of "A-VII" or better. Firms shall be responsible for any and all losses, but shall not be limited to, those tendered to the insurance company. All insurance shall be provided at the sole cost and expense of the contracted consultant.

7. District Rights:

The District reserves the right to accept or reject any and all submittals, or any portion or combination thereof, to contract services with whomever and in whatever manner the District decides, to abandon the services entirely, to award on the basis of the total submittal, and to waive any informality or non-substantive irregularity, as the District deems appropriate.

The Responder's submittal and any other supporting materials submitted to the District in response to this Request for Qualifications 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. Neither this document, nor any submittals provided in response to the RFQ, requires the District to negotiate or award an agreement with any responding firm or individual.

The District reserves the right to award a contract any time up to six months from the date of opening the submittals. The award of a contract is at the sole discretion of the District acting through the Board of Education.

The District is not responsible for late delivery. It is the responsibility of the responding firm to ensure that the responses are submitted on time to the proper location. Responses that are received by the District after the deadline are nonresponsive and shall not be considered.

All responses sent to the District prior to recommendation for Board award or actual award of contract under certain circumstances, are sent as confidential documents. No part of the responses will be made public or shown to any persons outside of the District and its screening and selection panels until after a recommendation for award has been made to the District's Board of Education, or until after actual award of contract under certain circumstances, at which time all documents will be public record.

Issuance of this RFQ does not commit the District to award of a contract for services or to pay any costs incurred with the preparation of a response to the RFQ. All Responders should note that the execution of any contract pursuant to this RFQ is dependent upon successful negotiation of terms and fees and approval by the District's Board of Education.

Prior to contract execution, proof of all insurances at the levels specified in the specific contract will be required. Fingerprinting and clearance through the California Department of Justice of all personnel who will visit school sites is also required.

The District reserves the right to amend this RFQ by means of addenda.

8. Questions/Clarifications

Questions or clarifications during the RFQ preparation period should be e-mailed to Joanne Pilgrim at jpilgrim@sandi.net.