



Pasadena Unified School District
Local Hiring Consultant
Request for Proposal

Date Issued: November 3, 2009

Date and Time Due: 9:00 a.m. November 30, 2009

**REQUEST FOR PROPOSAL
PASADENA UNIFIED SCHOOL DISTRICT
LOCAL HIRING CONSULTANT**

ADVERTISEMENT

Pasadena Unified School District announces a Request for Proposal (RFP) seeking interested and qualified consultants to provide local hiring outreach and monitoring services related to its \$465 Million Facilities Master Plan program. Significant construction is anticipated to begin in January 2010 with ongoing work for the next several years. The RFP package will be available on November 3, 2009 and may be obtained at www.measurett.org.

RFP copies and questions should be sent via email to sbrinkman@pusd.us. The deadline for response to the RFP is: **Monday, November 30, 2009, 9:00 AM**. The Pasadena Unified School District is an equal opportunity, affirmative action employer and invites qualified Disabled Veteran Businesses and Small Local Business Enterprise firms to participate in this process.

Advertising Dates: November 4, 2009 and November 11, 2009

I. BACKGROUND

Background of District and Program Description. The Pasadena Unified School District (the “District”) has some 19,600 students at 29 sites in a District encompassing the communities of Altadena, Pasadena, and Sierra Madre, California. The District has a population of approximately 200,000. In November 2008, voters in the District approved a \$350,000,000 bond measure called Measure TT for facilities Programs. The District is currently engaged in the planning and pre-design phase to implement its Facilities Master Plan, (the “Plan”) with an estimated \$465,000,000 of Programs over the next 10 years comprised of modernization and upgrades Programs with some new construction. The District seeks motivated firms with a record of excellence in local hiring outreach and monitoring.

This Local Hiring Monitor (LHM) shall serve as the coordinator for the of the Local Hiring process for the Committee working with the Chief, Facilities and the Facilities Subcommittee to manage all aspects of the local hiring program, and provide regular reports to the Board of Education (the “Board”) on progress toward the local hiring goal of 25% of this Facilities Master Plan Program (the “Program”).

II. GENERAL SCOPE OF WORK

The scope of work includes but is not limited to the following:

- This Local Hiring Monitor (LHM) shall serve as liaison to the Facilities Subcommittee. The LHM will regularly advise on the “good faith” hiring efforts regarding the employment of employee(s) or eligible trainee(s) enrolled and participating in an approved construction training course.
- The LHM, along with the Facilities Subcommittee, shall ensure all “good faith efforts” are practical, open and transparent.
- The LHM shall provide a report to the Facilities Subcommittee, every 30 days (according to the Board Meeting Schedule) beginning no later than January 31, 2010, citing outreach activities and progress toward 25% hiring goal, by trade.
- The LHM shall frequently meet with community leaders, labor union representatives, local firms, District staff, construction management firms, contractors, subcontractors, the Facilities Subcommittee, and others as required. These meetings typically occur during afternoon and evening hours. The candidate is hereby notified that this position involves evening work throughout contract period.
- The LHM shall be responsible for providing his/her own vehicle, special equipment, personal computer and related equipment, printer, and any clerical support and other goods and supplies necessary to perform services as required by the scope of work.
- The LHM shall inspect and verify Contractor’s payroll/hiring documents to ensure they support District’s local hiring goals. This may require a daily presence for independent verification.
- The LHM shall submit monthly monitoring and tracking reports with documentation, including step by step procedure documenting how reports were developed.
- The LHM shall facilitate in coordinating outreach activities to targeted *local* population. “Local” is defined as residents of the three communities served by the District: Altadena, Pasadena, and Sierra Madre.
- The LHM will be responsible for development of internship and apprentice programs with

- District Staff, the Construction firms and other local firms.
- The LHM will assist in the development of criteria for pre-qualification of local workers, and firms.
- Prior to commencement of work, LHM shall work with the District Staff, Project Management personnel, Construction Manager if used, Facilities Subcommittee, and the Board of Education to develop a Monitoring Plan for the Program.
- The initial contract period will be one year, with annual one year options to renew.

III. MINIMUM QUALIFICATIONS:

- Min. 5 yrs/ experience working in school construction-related programs involving local labor outreach and monitoring.
- Bi-lingual employees, in Spanish.
- Thorough knowledge of local labor and construction markets. Flexible schedule to accommodate frequent evening/weekend meetings.
- Demonstrated experience in developing and partnering with agencies to develop a pre-apprenticeship program (an introduction to a trade) and established relationships with local trade unions.
- Must have worked on or created Career Technical Education (CTE) internship programs for high school students and some form of experience dealing with bonding issues for small businesses

IV. DESIRABLE QUALIFICATIONS:

Knowledge of local school District communities and District

BOARD RESOLUTION 2021:

To be eligible for a professional services contract award, each consultant must agree to help implement the requirements of Board Resolution 2021 authorized by the District's Board of Education, where applicable, which established the following goals for local hiring:

- Small Business – at least 25% of total
- Local service providers – at least 25% of total
- Local trades people – at least 25% of total
- Female trades people – at least 5% of total

V. INSURANCE REQUIREMENTS

Consultant(s) will maintain in force, during the full term of the contract, insurance in the following amounts and coverage:

- Workers' Compensation, with Employers' Liability Limits not less than \$1,000,000 each accident; and
- Commercial General Liability Insurance with limits not less than **\$1,000,000** each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- Business Automobile Liability Insurance with limits not less than **\$1,000,000** each occurrence

Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

- Professional Liability Insurance covering the Consultant's negligent acts and errors and omissions, with limits not less than **\$1,000,000** each claim, with a deductible of not more than \$50,000. Such policy shall continue in effect for four (4) years following the date of acceptance by the District of the completed Program for which the Consultant provided services. Commercial General Liability and Business Automobile Liability Insurance policies must provide the following:
 - Name the Pasadena Unified School District as Additional Insured
 - That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

VI. GENERAL INDEMNITY

To the fullest extent permitted by law, Consultant shall assume the defense of, indemnify and save harmless the District, its board, officers, and employees (collectively "Indemnitees"), from any claim, loss, damage, injury (including, without limitation, injury to or death of an employee of the Consultant or its subconsultants) and liabilities of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees and cost of investigation), that arise directly or indirectly, in whole or in part, from (1) the services under Agreement, or any part of such services, and/or (2) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subconsultants, or agents in the performance (or non-performance) of services under Agreement, subject to the provisions set forth in the Agreement.

VII. DISTRICT RIGHTS

The District reserves the right to postpone selection for its own convenience, to withdraw or change this Request for Proposal at any time, and to reject any and all submittals without indicating any reason for such rejection.

Withdrawals or changes will be posted to the District's Bond Oversight website: www.measureeff.org. The District accepts no financial responsibility for any costs incurred by a Consultant in responding to this Request for Proposal. Submitted proposals become the property of the District. Additional material submitted will not be returned.

As a function of the negotiation process, the District reserves the right to remedy technical errors in response to the RFP and to modify the published scope of services. Any interpretation of, or change in this Request for Proposal will be made by addendum and shall become part of the RFP and any contract awarded. The District will not be responsible for any other explanation or interpretation.

VIII. SUBMISSION REQUIREMENTS

The RFP package will be available on November 3, 2009. Requests for a copy to be mailed should be sent via email to Steve Brinkman at sbrinkman@pusd.us. In one package, include four (4)

bound copies of your response to this Request for Proposal and one compact disk/flash drive containing all information in electronic PDF format.

(1) **Letter of Interest** – Name of firm, brief description of firm’s ability to meet District’s requirements, signed by individual authorized to bind the respondent to all statements and representations made therein, and to represent the authenticity of the information presented

(2) **Contact Information Form** - attached

(3) **Firm qualifications** – Type of organization, size, brief history of firm, professional registration, certifications and affiliations, current Programs and present workload

(4) **Key Staff** – Names, qualification, resumes, experiences and classifications of key staff proposed for this Program. Note: work is to be done by person/firm submitting the proposal. Firm should have a sufficient number of qualified and experienced employees assigned to the District in order to respond to the District on an as-needed basis and must provide the District a means to assure this availability. Any use of subconsultants must be approved in advance by the District.

(5) **Relevant Experience** – Outline of a minimum of three recent outreach Programs with similar scope of services and scale, showing community relations experience and documented results.

(6) **References** – Contact information for similar community relations work and outreach Programs.

(7) **Proposed work plan** – A description and rough schedule as to how you would approach this Program.

(8) **Financial Stability** – Firm must provide evidence of financial stability in the form of a company financial statement or other means of documentation acceptable to the District.

(9) **Conflict of Interest** – Prepare a statement which discloses any past, ongoing, or potential conflicts of interest which the firm may have as a result of performing the work for this engagement.

Total RFP response should not exceed 25 pages.

IX. INSTRUCTIONS FOR RESPONDENTS

a. Submittal Deadline

Responses to Request for Proposal must be received no later than 9:00 a.m. on Monday, November 30, 2009. Provide five (5) original copies of your response to:

**Pasadena Unified School District
Attn: Steve Brinkman
Chief, Facilities
Facilities Office
740 West Woodbury Road
Pasadena, CA 91103
(626) 396-3604
(626) 255-4158 Cell
(626) 798-1024 Fax**

Submit request in an envelope, sealed, and clearly marked: **Request for Statement of Qualifications – Local Hiring Consultant.**

It is the firm's responsibility alone to ensure that the RFP is received prior to the hour and date specified in this RFP. Any proposals received after the hour and date may be deemed ineligible for consideration.

Responses may not be submitted by facsimile or by electronic mail

If you have any questions, please contact Steve Brinkman at the number and email address listed above.

b. Response Format and Content

Responses are to be prepared in such a way as to provide a straightforward and concise discussion of the firm's ability to satisfy the requirements stated herein. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.

In order to facilitate evaluation and comparison of responses, it is **mandatory** that all responses be submitted in the format described in Sections VIII and IX. Format instructions must be adhered to; all requirements and requests for information in the RFP must be responded to; all requested data must be supplied. Failure to comply with this requirement may be cause for rejection, at the District's sole discretion.

- Answer on 8 ½" X 11" sheets.
- Assemble your response in the following order:
 - Responses should be numbered in a manner, of the firms own choosing that allows for easy reference.
 - Submit five (5) original copies of your response.
 - To conserve resources we ask that responses be duplexed if possible.

All relevant questions concerning the Request for Proposal or Scope of Services shall be directed in writing to Steve Brinkman at sbrinkman@pusd.us. All questions **must be received prior to 2:00 PM, November 16, 2009**. No answers will be given on an individual basis but will be answered by addendum. The District requests prospective consultants refrain from contacting any other party regarding the work for these Programs.

The District reserves the right to waive any of these requirements, at its sole discretion. The District reserves the right at its sole discretion to reject any and all submittals, or to waive any irregularity or informality in any submittal or in the submission process. No submittal, or any portion thereof, may be withdrawn for a period of 90 calendar days after submittal opening. For more information, contact the Chief, Facilities, Steve Brinkman, in writing or via email:

sbrinkman@pusd.us

Responses may not be submitted by facsimile or email

Nothing contained in this RFP, the responses, or in the District's acceptance of any response in whole or in part shall oblige the District to complete negotiations with any firm. The District reserves the right to end, in its sole discretion, negotiations with a firm at any time up to the consummation of the transactions arising from this RFP.

The Pasadena Unified School District is an equal opportunity, affirmative action employer and invites qualified Disabled Veteran Businesses and Small Local Business Enterprise firms to participate in this process.

X. RESPONSE, REVIEW, AND EVALUATION

a. Validation

Responses will be checked for the *information required to conform to this RFP*. Absence of required information may be cause for rejection.

b. Evaluation

All responsive proposals shall be reviewed and evaluated by the District in order to determine which firm best meets the District's requirements by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services. Responses will be evaluated based on, but not limited to, related experience of the respondents, knowledge of the District, professional qualifications of individuals to be assigned to the District, rates/fees, overall proposal content and references. The District retains the right to interview applicants as part of the selection process. The District is not bound to award a contract to *any* party submitting a response. If the project is awarded, the successful applicant will be informed not later than 5:00 p.m. December 7, 2009.

c. Non-Collusion Affidavit

Please complete the mandatory Non-Collusion Affidavit attached to this RFP and return it with your response.

Upon completion of a review period, the District shall notify those firms whose proposals will be considered for further evaluation and negotiation. All firms so notified may be required to attend interviews or make presentations and shall negotiate in good faith in accordance with direction from the District. Any delay caused by firm's failure to respond to direction from the District may lead to a rejection of the Proposal.

If the District determines, after further evaluation and negotiation to award an agreement, a Professional Services Agreement shall be sent to the successful firm for signature. No proposal shall be binding on the District until after the Agreement is signed by duly authorized representatives of both the firm and the District and duly confirmed by the Pasadena Unified School District's Board of Education.

The District will be the sole judge in choosing the firms who will proceed to the formal interview stage. The District reserves the right to reject any or all responses.

The District shall not be responsible for any explanation or interpretations of the RFP other than by written addendum delivered to each firm. No oral interpretations of any provision in the RFP shall be binding upon the District.

This request does not in any way constitute an offer of employment or contract for services.

It may be necessary for the District to request additional information from one or more firms and the District reserves the right to do so. It is anticipated that this review period will be concluded by 5:00, December 4, 2009.

All proposals must remain effective for ninety (90) days from date of submittal.

All responses to this RFP shall become the exclusive property of the District.

The District reserves the right to reject any and all responses, wholly or in part, to waive any informality in a response, to request clarification of information from any firm and to effect any agreement deemed by the District to be in its best interest with one or more firms.

The District will not reimburse firms for any costs associated with the preparation or submittal of any response.

Nothing contained in this RFP, the responses, or in the District's acceptance of any response in whole or in part shall oblige the District to complete negotiations with any firm. The District reserves the right to end, in its sole discretion, negotiations with a firm at any time up to the consummation of the transactions arising from this RFP.

CONTACT INFORMATION

This page is public record.

Firm Name: _____ (As name appears on license or W-9)

Check One: Corporation ____ Partnership ____ Sole Prop. ____

Contact Person: _____ E-Mail Address: _____

Phone: () _____ Fax Number: () _____ Cell: () _____

Professional Licenses (if any):

License # _____ Class: _____ Exp. Date: _____

Supplemental classification(s) held, if any, and license number(s). License # _____

Class: _____ Exp. Date: _____ License # _____

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**NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH SUBMITTAL**

_____, being first duly sworn, deposes and says that he or she is _____ of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from responding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Date)

(Signature)

This form *must* be completed and submitted with your response.