



• UNION SCHOOL DISTRICT •

**REQUEST FOR PROPOSALS
FOR
PRECONSTRUCTION AND LEASE-LEASEBACK
SERVICES FOR PROPOSED DEL MAR HILLS
ACADEMY MODERNIZATION**

Mandatory Project Meeting

June 7, 2022 at 1:00pm at

Del Mar Hills Academy, 14085 Mango Drive, Del Mar, CA 92014

Proposal Deadline Date

June 17, 2022 at 9:00 AM

Submit to:

**Del Mar Union School District
11232 El Camino Real, Ste. 100
San Diego, CA 92130
Attn: Tiana Barton**

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I. PURPOSE OF THE RFP:

By way of this Request for Proposals (“RFP”), the Del Mar Union School District (“District”) seeks proposals from lease-leaseback contractors (“Contractor” or “Firm”) to provide services in a multi-phase process related to the District’s proposed Del Mar Hills Academy Modernization Project (“Proposed Project”). The first phase will include preliminary services to assist the District in early planning related to the Proposed Project and in developing and analyzing recommendations to be considered for the Proposed Project, so the District may complete its environmental analyses and investigations under the California Environmental Quality Act (“CEQA”). The second phase includes preconstruction services. The third phase includes lease-leaseback construction services for the Proposed Project.

The purpose of this RFP is to obtain information that will enable the District to select a lease-leaseback Contractor using the “best value” competitive procurement process under Education Code section 17400 et seq., that can assist the District with the above-listed services. The “best value” competitive procurement process is an evaluation process whereby a Firm is selected by the District on the basis of objective criteria for evaluating the qualifications of Firms, with the selected Firm representing the best combination of price and qualifications. Each Contractor responding to this RFP should be prepared and qualified to provide the services described in this RFP to the District in an expeditious and timely manner and on relatively short notice so as to enable the District to meet time deadlines and schedules.

II. BACKGROUND ON THE PROPOSED PROJECT:

The Proposed Project, if approved, will be constructed using the lease-leaseback project delivery method authorized by Education Code section 17400 et seq. The District has contracted with Lionakis to be the Architect of Record for the Proposed Project, and the lease-leaseback Contractor will be expected to provide preliminary site analysis, preconstruction services, and lease-leaseback construction services for the Proposed Project as described below:

Del Mar Hills Academy was constructed in 1975 and is the second oldest site in the District. It is a single-story school with a hexagonal building form with multiple relocatable classrooms and a separate Multi-Use Room (MUR) constructed in the early 2000’s after the original buildings.

The approximately 34,000 sq.ft. single-story classroom building will be reconfigured and modernized. It consists of (12) General Education Classrooms, (2) Kindergarten Classrooms, Specialty Classrooms, Administration, Restrooms, and Utility spaces. Several of the interior spaces will be reconfigured as part of the scope of work. The rehabilitation requires the addition of an Automatic Fire Sprinkler System, Seismic Rehabilitation, replacement and reconfiguration of mechanical systems, new lighting, new roofing, and new exterior pre-cast concrete walls. Other modifications include accessible upgrades to restrooms, technology enhancements, and replacement of

finishes.

The separate Multi-Use Room is of newer construction. Between the stage and seating area, an acoustical partition will allow both areas to be used independently, with the stage area reconfigured for use as a music room. Its restrooms require modification for acoustics and access compliance upgrades. Additional building systems will be upgraded to facilitate these modifications as well as exterior minor modifications.

The project will also have site improvements to take advantage of the removal of the (E) portable classrooms on-site. This will include but not be limited to site prep, a new ramp connecting the Main Entry to Mango St., landscape and irrigation work, site paving, fencing, field rehabilitation, playground equipment, blacktop play area rehabilitation, and reconfiguration of the entry drive and pick-up / drop-off area.

Total combined building area is +/- 45,000 sq.ft.

Total Site Size is +/- 8.5 acres

The estimated construction cost for this project is \$14,800,00.00.

The estimated performance period for the preconstruction and construction services is 12 months.

III. RFP TIMELINE:

Request for Proposals Issued May 31, 2022
Mandatory Project Meeting June 7, 2022 at 1:00pm
Deadline for Submittal of Questions June 8, 2022 by 5:00pm
Responses to the Questions Submitted June 10, 2022
Due Date for Prequalification Approval June 12, 2022
(or 5 days before the Final Due Date for Submittal of Proposals)
Due Date for Submittal of Proposals June 17, 2022 by 9:00am
Interviews, if required June 23, 2022*
Anticipated Board Approval Date July 27, 2022*
Notification of Selected Firm July 28, 2022*

* Estimated deadlines subject to revision at the District's discretion.

IV. QUESTIONS AND CLARIFICATION OF THE RFP

All questions, requests for explanation or clarifications of any kind in regard to this RFP shall be made in written form, submitted via email to Tiana Barton, at tiana.barton@dmusd.org; by no later than 5:00 pm, June 8, 2022. A response will not be provided to any late questions, or requests for explanation or clarifications. All addenda and clarifications will be posted on the District's website, <https://www.dmusd.org/>, and provided to those Firms that have attended the mandatory project meeting. Any interpretation, clarification, or correction of this RFP will only be made by addendum as noted above. No person or Firm is authorized to make any oral

interpretation of any provision in this RFP, nor shall any oral interpretation be binding on the District.

V. PRELIMINARY SITE ANALYSIS AND PRECONSTRUCTION SERVICES

The District anticipates that the successful Contractor will provide preliminary services to assist the District in early planning related to the Proposed Project and in developing and analyzing recommendations to be considered for the Proposed Project, so the District may complete its environmental analyses and investigations under CEQA. The District also requests preconstruction services including, but not limited to, reviewing the Proposed Project's plans and specifications during the design of the Proposed Project to identify and note all deficiencies, incongruities and inconsistencies that may affect constructability of the Proposed Project including, but not limited to, design and specification omissions, incomplete and/or inconsistent plans, details and specifications, and any lack of coordination, together with all other appropriate, necessary and/or required services to facilitate and prepare for the successful development and construction of the Proposed Project.

The preconstruction services will also include, but not necessarily be limited to, the following tasks:

1. Design meetings with the architects and engineers ("A/E");
2. Review and validation of estimates prepared by the architect;
3. Preparation of a master critical path method schedule for the Proposed Project;
4. Preparation of cost estimates or updated cost estimates as follows:
 - (a) At the end of Architectural Schematic Design and Engineering Basis of Design reports. Cost estimating by Contractor will include Life Cycle Cost Analysis for building systems, which will allow District to decide direction for A/E team;
 - (b) At the end of Design Development. Contractor will participate in A/E Building Information Modeling Clash Detection process as constructibility advisor;
 - (c) Construction Documents 50% - same as Design Development, plus Contractor will provide Guaranteed Maximum Price ("GMP") for grading/utility construction at this point including allowances, contingencies, general conditions, costs and fees
 - (d) Construction Documents 100% - Same as Design Development, plus Contractor will provide GMP for remainder of construction at

this point including allowances, contingencies, general conditions, costs and fees;

5. Constructability reviews; value engineering; construction planning and phasing, and cost proposal strategies all with the goal that the DSA-approved plans and specifications for the Proposed Project will be complete such that the Proposed Project can be constructed by a competent licensed general building contractor in strict accordance with the DSA-approved plans and specifications without change orders, delays, or additional charges to District.

The successful Contractor shall not provide any preconstruction services or work that requires a contractor's license pursuant to Business and Professions Code section 7065 et seq.

The District requests a lump-sum amount for both the preliminary services and preconstruction services. Nevertheless, each Contractor shall submit with its proposal line item descriptions and costs for the preliminary services and each of the preconstruction services it is proposing to perform. If any service is or has a reoccurring monthly cost, Contractor shall provide the total amount and the monthly amount.

VI. CONSTRUCTION SERVICES

The District anticipates that the successful Contractor will provide construction services for the Proposed Project. Such cost proposals shall be based on a preliminary GMP using the information provided in this Request for Proposals. Once the final construction plans and specifications have been approved by the California Department of General Services, Division of the State Architect, the parties will establish a final GMP.

VII. DIR REGISTRATION AND PREVAILING WAGES

DIR Registration. Contractors and their subcontractors (of any tier) shall not be qualified to submit or be listed on a proposal, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a proposal that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded.

Prevailing Wages. The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code section 1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this

work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the District to any interested party on request and are also available from the Director of the Department of Industrial Relations.

VIII. SUBCONTRACTOR DESIGNATIONS

Pursuant to Education Code section 17406(a)(4)(A), the District is **NOT** requiring all Firms to identify and designate the subcontractors in their proposals. However, in the event the District approves the Proposed Project, and after award of the lease-leaseback contract, in accordance with Education Code section 17406(a)(4)(B), any subcontractor whose subcontract value exceeds one-half of one percent of the price allocable to the total construction work on the Proposed Project must be awarded a subcontract in accordance with the following process:

- A. Provide public notice of availability of work to be subcontracted in accordance with publication requirements applicable to the competitive bidding process of the District, including a fixed date and time on which qualifications statements, bids, or proposals will be due.
- B. Establish reasonable qualification criteria and standards.
- C. Award the subcontract either on a best value basis or to the lowest responsible bidder.

The process above may include prequalification or short-listing. Subcontractors awarded subcontracts as set forth above shall be afforded all the protections of the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 et seq.)

All subcontractors (of any tier) performing any portion of the work must comply with Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Proposed Project.

Additionally, all mechanical, electrical, and plumbing subcontractors, defined in Section X(D)(1)(a) below, must be prequalified per Public Contract Code section 20111.6 prior to award of the applicable subcontract.

IX. CONTENTS OF THE PROPOSAL

Firms must submit one original, four (4) hard copies and a digital copy (on a thumb drive) of the proposal. All proposals should address the requested information for each of the evaluation categories below. The proposal shall demonstrate the qualifications, competence, and capacity of the Firm:

- A. Cover Letter/Letter of Interest** - Include a cover letter, addressed to Tiana Barton, stating the eligibility of the Firm to respond to this RFP, a brief description and history of the Firm, and a statement of interest.
- B. Table of Contents** - The table of contents shall reflect the order stated herein and shall include section titles and page numbers.
- C. Exceptions to the Preconstruction Agreement, and/or Lease-Leaseback Agreement** – The Lease-Leaseback Agreements (Site Lease, Sublease, and Construction Services Agreement) are attached to this RFP as Attachment 3. Please review each agreement and provide any proposed exceptions to those agreements on Attachment 1, Firm Questionnaire, Section E.
- D. Evaluation Categories**

1. **Mandatory Requirements** – The following requirements are mandatory and must be satisfied. The mandatory requirements will be scored on a pass/fail basis. Failure to meet any one of the mandatory requirements specified in this Section X(D)(1) will disqualify your Firm from any further consideration for this RFP.

a. **Lease-Leaseback Contractor and Subcontractor Prequalification** – All Firms submitting a proposal to this RFP must be prequalified with the District pursuant to Public Contract Code section 20111.6 (b)-(m) without exception prior to submitting a proposal. Any Firm that submits a proposal and is not prequalified will be deemed non-responsive and that Firm’s proposal will be rejected and returned to the Firm unopened. Prequalification documents are available from the Del Mar Union School District website at <https://www.dmusd.org/>, and at 11232 El Camino Real, Ste. 100, San Diego, CA 92130. Prequalification documents must be submitted and approved by June 12, 2022. Contractors will be notified by telephone, email, or mail of their prequalification rating within a reasonable period of time after submission of their prequalification documents. **Contractors currently prequalified with the District for lease-leaseback projects will not need to submit another prequalification package. Provide a copy of your current prequalification status letter from the District with you proposal.**

All mechanical, electrical or plumbing (“MEP”) subcontractors (defined as contractors that hold a C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 license) must also be prequalified. This prequalification requirement applies even if the subcontractor will perform, or

is designated and identified to perform, work that does not require one of the licenses listed above, but the subcontractor **holds** one of the licenses listed above.

MEP subcontractors (as defined above) must be prequalified prior to the award of their respective subcontract. A list of prequalified MEP subcontractors will be made available by the District upon request, but not less than five business days prior to the proposal submission deadline. However, it is the responsibility of the Contractor to ensure that all MEP subcontractors **holding** any of the licenses listed above are properly prequalified.

b. **Contractor Responsibility** – Identify if your Firm has ever had the following occur in the past seven (7) years. For the purposes of this paragraph, “Firm” shall include any present or past (over the last seven years), officers, owners, principals, partners, or any qualifying individuals including any Responsible Managing Employee (“RME”) or Responsible Managing Officer (“RMO”). Any occurrence of the following in the past seven (7) years shall render the Firm not qualified to submit a proposal:

- Found to be a non-responsible contractor by any public agency;
- Convicted for false claims;
- Firm’s license revoked or suspended;
- Debarred or otherwise ineligible to bid on or be awarded a public works contract;
- Terminated for cause or defaulted on a construction contract; or
- Convicted of a crime involving the awarding of a construction contract, or the bidding or performance of a construction contract.

c. **License Requirements** – Pursuant to Business and Professions Code section 7028.15 and Public Contract Code section 3300, the Contractor must possess a California Contractor’s **Class “B”** license at the time of submittal of its proposal, and for the duration of the contract, if awarded. Subcontractors must possess the appropriate license for the work to be performed on the Proposed Project.

- d. **Performance and Payment Bonds** – All Firms submitting a proposal to this RFP must be able to provide separate faithful payment and performance bonds, each in an amount equal to 100% of the total contract amount. All bonds must be issued by a California admitted surety as defined in California Code of Civil Procedure section 995.120. Firms must provide a letter from their surety indicating the Firm’s current and overall bonding capacity, and the ability to meet the bond requirements in the Construction Services Agreement.
- e. **Insurance Requirements** - All Firms submitting a proposal to this RFP must have the ability to meet all of the insurance requirements set forth in the Construction Services Agreement. Firms must include a copy of their current certificate of insurance in their proposals evidencing the following minimum insurance requirements:

Comprehensive general liability insurance with a combined single limit per occurrence of not less than \$2,000,000 or commercial general liability Insurance (including automobile insurance) which provides limits of not less than:

- Per occurrence (combined single limit): \$3,000,000
- Project Specific Aggregate (for this Proposed Project only): \$6,000,000
- Products and Completed Operations: \$6,000,000
- Personal and Advertising Injury Limit: \$3,000,000

The following special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

- Automotive and truck where operated: \$3,000,000
- Material Hoist where used: \$1,000,000
- Explosion, Collapse and Underground (XCU coverage): \$1,000,000

Excess Liability Insurance coverage in the amount of \$5,000,000

Workers' Compensation Insurance shall be provided in accordance with the provisions of the California Labor Code adequate to protect any person, firm, or corporation employed directly or indirectly in connection with the work of the Contractor from claims under Workers' Compensation Acts which may arise for operations, whether such operations be by any person, firm, or corporation, employed directly or indirectly by the Contractor upon or in connection with the work. Notwithstanding anything to the contrary, the District is requiring workers' compensation insurance in the amount of at least \$3,000,000.

Additional insurance requirements are provided in the Construction Services Agreement attached hereto.

Provide a letter from your insurance broker stating that you will be able to provide and meet the insurance requirements in the Construction Services Agreement.

2. **Firm Personnel, Capacity, and Methodology – Attachment 1.** Each Firm must completely answer all questions in Attachment 1 of the RFP. Note: **Questions may be answered in other sections of the proposal if clearly and conspicuously identified and referenced in the proposal.** The following shall be stated:

- a. **Description of Firm** – Include a description of the Firm's qualifications for providing preconstruction and lease-leaseback services on California school construction projects. Include information regarding the size of the Firm, location of the office from which the required services will be performed and/or headquartered, nature of all work performed, and the number of years in this particular business. The Firm shall provide an affirmative statement that it is independent of the District as defined by generally accepted standards.
- b. **Firm's Personnel and Staffing Resources** – Submit resume(s) or profiles for each key staff who will be proposed to provide the requested services, including their qualifications and recent relevant experience providing similar services. Each resume shall include, without limitation, the following information; (a) education; (b) years of relevant experience; (c) professional registrations, certifications and affiliations (d) project-specific experience with focus on public works projects and emphasis on K-12 projects providing preconstruction and lease-leaseback services, including dates and durations of each project listed

and the name of the firm where employed. Include a discussion on the Firm's philosophy and approach for providing outstanding customer service.

- c. **Capacity & Methodology** – Describe how the Firm will provide services and fulfill the requirements and expectations of the District and this RFP. Use this section to address the ability of your Firm to undertake and accomplish the required scope of services while meeting deadlines, the Firm's record of meeting schedules and deadlines of other clients, advantages over other firms in the same industry, strength and stability as a business, and supportive client references. Describe the Firm's ability to provide preconstruction and lease-leaseback services exclusively and in a timely manner for the District and the Firm's commitment to providing experienced personnel assigned to District's Proposed Project.
- d. **Litigation** – Furnish and provide specific information on any termination for convenience, litigation settled or judgments entered within the last five (5) years, as well as any civil judgments within the last five (5) years. Identify if the Firm or any employee of the Firm is a party to an existing dispute with an owner, or owner's consultants, related to any project for which the Firm provided construction services. If so, please describe the nature of the dispute and its anticipated outcome.

Identify if the Firm has ever filed a petition for bankruptcy. If so, please provide the date the petition was filed and identify the jurisdiction in which it was filed.

- 3. **Relevant Experience and Past Performance** – Description of past performance and related experience. Each Firm is required to submit a list of its most relevant preconstruction and lease-leaseback services provided in the past five (5) years that are of the approximate size of the Proposed Project described in the RFP. The list shall include: (1) a description and size of the project, (2) scope of the work, (3) dates services were performed for preconstruction services and for lease-leaseback services, (4) total price for the project (please state amounts separately for preconstruction services and for lease-leaseback services and include the final guaranteed maximum price and all contingencies and allowances), and (5) owner's name, address, email(s), and phone number.

4. **Preconstruction Services** – Describe your methodology in providing preconstruction services for the Proposed Project, specifically discussing value engineering, constructability review, estimating, and scheduling. Provide examples of constructability reviews that you performed that resulted in the identification of significant design conflicts or omissions, and of value engineering that resulted in significant savings of money or time. State whether your firm has building information modeling capability and use of BIM on prior lease-leaseback projects.
5. **Labor Compliance/Skilled and Trained Workforce** – Describe your ability to comply with statutory requirements for the payment of prevailing wages, including the monitoring and enforcement of your subcontractor’s payment of prevailing wages. Provide copies of any DIR Civil Wage and Penalty Assessment issued against your Firm, explain the circumstances for the Civil Wage and Penalty Assessment, and the final resolution.

Further describe your plan and methodology to comply with the requirements for the use of a “skilled and trained workforce” as defined in Education Code section 17407.5 and Public Contract Code section 2600 et seq., for each apprenticeship occupation that will be used on the Proposed Project, including all subcontractors of any tier. Include in your discussion your plan and methodology to comply with the percentage requirements for the use of “skilled journeypersons” for each apprenticeship occupation and the required monthly report demonstrating compliance. Please include a copy of a sample monthly report prepared by your firm for another owner if available. Finally, identify and discuss which apprenticeship occupation(s) will be the most difficult to meet the percentage requirements for skilled journeypersons on the Proposed Project and state why.

6. **Safety** – Discuss your plan to maintain a safe worksite. In your discussion, include whether your Firm has an Injury and Illness Prevention Program that complies with 8 CCR § 1509, whether your Firm has a safety program that meets Cal/OSHA requirements, and whether your Firm will provide a full-time person dedicated to safety on the Proposed Project.

Please state whether you have had any accidents in the past five years that resulted in a construction fatality on any of your projects and provide any details for each incident.

Please state whether you have had any recordable injuries in the past five years and provide the average total recordable injuries for the past five years.

Please provide an EMR verification from the State of California or an insurance company for each of the past five years.

7. **Locality** - Under this criteria the District will assign additional points for Contractors that are located, or have an office situated, within 30 road miles from the District's office located at 11232 El Camino Real, Ste. 100, San Diego, CA 92130.

E. Fee Proposal – Preconstruction Fee, Lease-Leaseback Fee, and General Conditions – “Attachment 2”

Provide a lump sum fee to provide the preliminary site analysis, the preconstruction services, the lease-leaseback fee, and a monthly general conditions fee as set forth on Attachment 2. The proposed fees should include all direct labor costs, fringe benefits, insurance, overhead, profit, and all other expenses the Contractor will incur in providing the preliminary site analysis, the preconstruction services and the lease-leaseback construction services.

X. PREPARATION AND SUBMITTAL OF THE PROPOSAL

A. Proposal Submittal and Deadline

One original, four (4) hard copies and a digital copy (on a thumb drive) of the proposal must be submitted under sealed cover by no later than **9am on June 17, 2022**. Label the outside of the sealed proposal envelope or box with your company name, proposal title and RFP deadline.

Proposals shall be delivered to the attention of:

Tiana Barton, Business Services Department
Del Mar Union School District,
11232 El Camino Real, Ste. 100
San Diego, CA 92130

It is the sole responsibility of the Firm submitting the proposal to ensure that its proposal is actually received in the office prior to the deadline time and due date. Unless this RFP is extended by a written amendment from the District, proposals received after the time on the due date will not be considered. Faxed or emailed proposals will not be accepted.

B. Proposal Completeness

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or major irregularities of any kind as determined solely by the District. A proposal will be rejected if, in the opinion of the District, the information contained therein was intended to mislead the District in the evaluation of the proposal.

C. District Not Responsible For Preparation Costs

All costs incurred in the preparation, submission and/or presentation of Firms responding to the RFP including, but not limited to, the Firm's travel expenses or long distance charges to attend any pre-conferences, presentations, interviews, and negotiation sessions, shall be the sole responsibility of the Firm and will not be reimbursed by the District. The District shall not pay for any costs incurred for proposal or contract preparation as a result of termination of this RFP or termination of the contract resulting from this RFP.

D. Right to Use Ideas

All proposals and other materials submitted become the property of the District. District reserves the right to use any ideas presented in any response to the RFP. Selection or rejection of any proposal shall not affect this right.

E. Modification or Withdrawal Of Proposal

A Firm may modify or withdraw a proposal after submission by written request of withdrawal and re-submission, provided that the proposal withdrawal is prior to the proposal deadline specified.

F. Amendments

Firms are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Firms known to have received a copy of the RFP and/or by publishing the amendment on the District's website.

G. Equal Opportunity

The Firm shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines. Legal residents of the United States of America shall be used in providing all services under this RFP.

Firm shall not discriminate nor permit discrimination against any person because of race, color, religion, age, national origin, ancestry, creed, handicap, sexual orientation, or union membership in the performance of the work, including but not limited to preparation, manufacturing, fabrication, installation, erection and delivery of all supplies and equipment. In the event of receipt of such evidence of such discrimination by the Firm or its agents, employees or representatives, District shall have the right to rescind and terminate the contract.

The successful Firm agrees to include the paragraph above with appropriate adjustments in all subcontracts, which are entered into for work to be performed pursuant to the contract.

H. Waiver or Breach Thereof

No term or provision of this RFP shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent for each party. Any consent by either party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or subsequent breach, except as may be expressly provided in the written waiver or consent.

I. Covenant Against Gratuities

The Firm warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Firm or any agent or representative of the Firm, to any officer or employee or agent/consultant of the District with a view toward securing the resultant contract or securing favorable treatment with respect to any determinations concerning the award of the contract. For breach or violation of this provision, the District shall have the right to terminate any negotiation or the resultant contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which the Firm agreed to supply shall be borne and paid for by the Firm. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

J. Conflict of Interest

The Firm is in agreement that it presently has no interest and will not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Firm further agrees that no person having any such known interest or conveyed an interest shall be employed, directly or indirectly, in the delivery of services under this RFP.

K. Independent Contractor

The Firm represents itself as an independent contractor offering such services to the general public and shall not represent him/herself or his/her employees to be an employee of the District. Therefore, the Firm shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses.

L. Precedence of Documents

The contract between the District and the successful Firm(s) shall consist of (1) this Request for Proposals (RFP) and any amendments thereto, (2) the Agreements to be executed with the successful Firm(s); and (3) the proposal submitted by the Firm to the District in response to the RFP. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Agreements shall govern.

M. Compliance with Laws

Notwithstanding anything to the contrary, in connection with the furnishing of services or performance of work under this RFP, the Firm agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

XI. PROPOSAL EVALUATION AND BEST VALUE SCORE

A. Proposal Evaluation Committee

The District's Proposal Evaluation Committee will consist of at least three (3) members and will score each proposal based on the evaluation categories and points set forth in the RFP (See, Section XII(B)). The District shall have sole discretion and control over the number and selection of individuals who will serve on the Proposal Evaluation Committee. Each Firm's proposal will be evaluated and scored only on the information that is included in the Firm's proposal. If any information is missing or incomplete in your proposal, you will not be provided the opportunity to supply the missing or incomplete information, nor will the District seek clarification of any information included in the proposals. Each proposal must be capable of being evaluated independently based solely on the information contained in the proposal.

B. Evaluation Categories, Points, and Scoring

Each member on the Proposal Evaluation Committee will independently score each proposal and each Firm's score will be equal to the average score from the Evaluation Committee (i.e., the total number of points from the Proposal Evaluation Committee divided by the number of Proposal Evaluation Committee members: initial score = sum total of points from all members of the Proposal Evaluation Committee divided by the number of committee members). The initial score will be calculated to two decimal places. Although the Proposal Evaluation Committee will independently score each proposal, the members reserve the right to discuss the RFP process and information in any proposal with other members and/or District legal counsel.

The RFP contains nine (9) Evaluation Categories, as discussed in Section X(C), and the maximum number of points for each category is shown in the table below. The initial scoring will include the first eight (8) Evaluation Categories. The top three (3) Firms may be asked to interview with the District. Only these top top three (3) Firms may be further scored as demonstrated below.

(Remainder of page intentionally left blank)

EVALUATION CATEGORY	POINTS
Mandatory Requirements	Pass/Fail
Firm Personnel, Capacity, and Methodology	25
Relevant Experience and Past Performance	30
Preconstruction Services	30
Labor Compliance/Skilled and Trained Workforce	20
Safety	10
Locality	5
Price (Attachment 2)	30
BASE SCORE	150
Interview	50
MAXIMUM TOTAL SCORE	200

C. Short List Interviews

After each Firm’s score is calculated using the first eight (8) Evaluation Categories, the Proposal Evaluation Committee may, at its sole discretion, determine the short list of Firms to interview with the Proposal Evaluation Committee. If interviews are conducted, the interview will consist of a presentation (15 minutes) followed by a question and answer period. After the interview, the Proposal Evaluation Committee will add the points for the “Interview” Evaluation Category (again calculated as an average per the above) based on the information presented at the interviews and the Firm’s performance to determine the Firm’s total final score. If the Firm provides information during the Interview that differs from, or otherwise clarifies any information in the proposal submitted, the Proposal Evaluation Committee reserves the right to adjust any previous points given to the Firm in the appropriate Evaluation Category. The total final scores will be used to determine the Best Value Scores (as defined in Education Code section 17400). Best Value Score = sum total of points from all members of the Proposal Evaluation Committee divided by the number of committee members. A Best Value Score will not be calculated for those Firms not invited to interview with the Proposal Evaluation Committee.

XII. GENERAL TERMS AND CONDITIONS

District Obligation

Receipt of proposals and responses to this RFP does not obligate the District to any Firm, in any way. The District reserves the right to accept or reject any or all proposals, and to waive any irregularities or informalities in any proposal or in the RFP process.

Award of Contract

This RFP implies no obligation to award contracts to any Firm. If it is in the best interest of the District, the District retains the sole and absolute right to select the Firm that best

meets the District requirements. The award is subject to acceptance by the Board. The District also reserves the right to reject any or all proposals.

Approval to Start Work

The successful Firm may perform the preliminary site analysis work once Lease-Leaseback Agreements (Site Lease, Sublease, and Construction Services Agreement) have been fully executed and approved by both parties and all appropriate documentation has been received and approved by the District. The District shall not be responsible for work done, even in good faith, prior to approval of the agreement by the District's Board. Thereafter, and assuming the Proposed Project is approved, no work shall be performed on the preconstruction services or construction services until the District has issued separate notices to proceed for the preconstruction services or construction services. The District shall not be responsible for work done, even in good faith, prior to the District's issuance of the appropriate notice to proceed.

Ownership of Documents

All proposals and materials submitted in response to this RFP shall become the property of the District and shall be considered a part of public records and subject to disclosure under the California Public Records Act, unless exempted by law. In addition, all designs, drawings, specifications, notes and other work developed in the performance of any services resulting from this RFP shall be the sole property of District and may be used by District for any purposes without additional compensation to the selected Firm. The selected Firm agrees that, by submitting any proposal in response to this RFP, such Firm will not assert any rights or establish any claim under the design patent or copyright laws.

Joint Ventures

Where two or more Firms desire to submit a single response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. The District intends to contract with a single Firm and not with multiple Firms doing business as a joint venture.

Fingerprinting

Per the provisions of Education Code section 45125.1, the District has a zero tolerance policy for all Firms having any contacts with students without clearance from the State Department of Justice. The District has considered the totality of the circumstances relating to the Proposed Project (including, without limitation, whether minor-aged students may be present at some or all of the Property during performance of the Proposed Project) and has determined that the requirements for criminal-history background checks shall not initially be in effect. Notwithstanding the above, the District may, at any time during the performance of the Proposed Project, and at the District's sole discretion, require the Firm and any subcontractors to comply with the requirements for criminal-history background checks.

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ATTACHMENT 1 – FIRM QUESTIONNAIRE

The Firm (“Respondent”) shall furnish all the following information accurately and completely for the Respondent and each of the proposed staff and submit this with the proposal. Failure to comply with this requirement may cause rejection of the Respondent’s qualifications. Additional sheets may be attached if necessary. “You” or “your” or “Respondent” as used herein collectively refers to the Respondent and/or any of its owners, officers, directors, shareholders, parties, principals, or any qualifying individuals including any RME or RMO.

If the same information is provided elsewhere in your qualification and qualification materials, then please clearly identify such in the following questions.

Please be advised that the District may request verbal or written clarifications, additional information, an interview or presentation at any time regarding this questionnaire.

SECTION A - GENERAL INFORMATION

(1) Respondent’s name, address and contact information:

(2) Telephone: _____ Facsimile: _____

Email Addresses: _____

Website: _____

(3) Type of Respondent: (check one)

Individual _____ Partnership _____ Corporation _____

Other (please explain) _____

(4) Names and titles of all principals/officers of the Respondent:

Name	Title	Phone Number & email
_____	_____	_____

(5) Please list any applicable certifications and licenses and their associated numbers:

(6) Have you or any of your principals ever conducted similar services under a different name or certification or different license number? _____.

(a) If yes, give other name, address and certification or license number.

Name _____

Address _____

License No. (if any) _____

(7) How many years has Respondent been in business under its present business name?

(8) How many years of experience does Respondent have providing similar services?

(9) For how many public agencies has Respondent provided similar services?

(10) Please list the public agencies, including any school districts that Respondent has provided similar services for:

- (11) Please attach a short history of the Respondent including whether it is local, regional, national, or international as well as approximate number of employees. Also provide the number of offices and locations.
- (12) Identify preconstruction and lease-leaseback construction services performed for other school districts in accordance with parameters described above.
- (13) Describe how Respondent has successfully provided preconstruction and lease-leaseback construction services such as those described herein.
- (14) Describe the unique or innovative preconstruction and lease-leaseback construction services utilized on previous projects.

SECTION B – LEGAL

- (15) Have you or any of your principals been in any claim, litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years? _____.

(a) If yes, provide the name of the public agency and briefly detail the dispute:

- (16) Have you ever had a service agreement terminated for convenience or cause in the prior five (5) years? _____.

(a) If yes, provide details including the name of the other party:

- (17) Is Respondent, owners, and/or any principal or manager involved in or is Respondent aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? _____.

(a) If yes, provide details:

(18) Is Respondent, owners, and/or any principals or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency? _____.

(a) If yes, provide details:

(19) Will Respondent comply with all District, local, state and federal legal requirements, regulations and laws? _____.

SECTION C – ADDITIONAL INFORMATION

(20) Please provide any other information that may assist the District in ascertaining your qualifications, capability and customer service under any resultant agreement.

SECTION D – CONFLICT OF INTEREST

(21) Have you ever had any direct or indirect business, financial or other connection/relationship with any official, employee or consultant of the District? Identify any conflict of interest in (a):

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:

SECTION E. Objections to Lease-Leaseback Agreements

The Firm is required to list any objections to terms in the Agreement Forms in Attachment 3 below. Moreover, the Firm must also include proposed replacement language (use separate pages if necessary).

I certify and declare under penalty of perjury under the laws of the State of California that the information provided in the foregoing Firm Questionnaire is true and correct.

Executed this ____ day of _____, 20__, at _____,

State of _____

Company Name

Signature

Title

Print Name

ATTACHMENT 2 – FEE PROPOSAL

This fee proposal, "Attachment 2", must be submitted with the proposal.

The Firm proposes the following fees:

1. The preliminary site analysis fee should be expressed as a lump sum firm fixed price based on the construction budget, schedule, and descriptions in this RFP.

Preliminary Site Analysis Fee: [LUMP SUM] \$ _____

2. The preconstruction fee should be expressed as a lump sum firm fixed price based on the construction budget, schedule, and descriptions in this RFP.

Preconstruction Fee: [LUMP SUM] \$ _____

3. The lease-leaseback fee shall include the Firm's overhead, profit, and all other costs (excluding general conditions), and should be expressed as a percentage.

NOTE: The lease-leaseback fee is not the preliminary GMP. The preliminary GMP is the total amount of general conditions (i.e the below-listed amount multiplied by 12 construction months) plus the below-listed lease-leaseback fee. The proposed costs for preconstruction services are separate from the preliminary GMP.

NOTE: Should the Firm try to revise the Contractor's fee so that it exceeds the percentage below, the Firm agrees and acknowledges that the District has the right to deem the Firm's proposal non-responsive, cancel the lease-leaseback contract without owing any fees or costs to the Firm, and award a contract to another contractor/Firm.

Lease-Leaseback Fee: _____% of construction budget (\$14,800,000).

4. The general conditions should be expressed as a monthly rate based on the construction budget, schedule, and description in this RFP.

General Conditions: \$ _____/month*

*Please provide as backup for the general conditions a line item listing of the proposed monthly general conditions and the corresponding monthly cost that you proposing using for the Proposed Project. Failure to include this backup line item listing will impact your score for this category.

5. **Total Fee Proposal:**

For purposes of scoring the fee proposals, the monthly fees will be multiplied by 12 months to calculate the total fee for evaluation purposes and the total fee will be used to calculate the Best Value Score. The actual Lease-leaseback Fee and General Conditions price for the Firm awarded the contract will be based on the final construction budget and term of the lease-leaseback contract.

1. Preliminary Site Analysis Fee = \$_____
2. Preconstruction Fee: = \$_____
3. Lease-leaseback Fee: ____ % x \$14,800,00.00 = _____
4. General Conditions: \$_____/month x [12 months] = _____

TOTAL PROPOSED FEE: [1+2+3+4] State the total proposed fee in both numbers and words: \$_____

Executed this ____ day of _____, 20__

Company Name

Signature

Title

Print Name

ATTACHMENT 3 – AGREEMENT FORMS

1. Site Lease
2. Leaseback Agreement
3. Construction Services Agreement

(Agreement Forms are on file with the District Office)

ATTACHMENT 4 – NON-COLLUSION/CONFLICT OF INTEREST FORM

(Attachment to begin on the next page)

NON-COLLUSION DECLARATION

State of California)
)
County of _____)

I, _____ declare as follows:

That I am the _____ 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 bidding; 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 declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proper Name of Bidder / Company Name

Signature of Authorized Agent/Officer

Date