

**PLEASANTON UNIFIED SCHOOL DISTRICT
REQUEST FOR QUALIFICATIONS AND PROPOSALS
LEASE-LEASEBACK CONSTRUCTION SERVICES
RFQ/P # 2021-22.01**

Pleasanton Unified School District ("District") is seeking proposals from qualified persons, firms, partnerships, corporations, associations, or professional organizations ("Respondent") to provide design, constructability review, value engineering, master scheduling, cost estimating, budgeting, pre-construction and construction services for the development and construction for the:

**HART MIDDLE SCHOOL PORTABLE REPLACEMENT & NEW SCIENCE CLASSROOMS,
PACKAGE 2 INCREMENT 2: MODULAR BUILDING**

Project ("Project"), in accordance with the lease-leaseback structure set forth in Education Code section 17406 et seq.

The responsibilities of the respondent will include but not limited to the following scopes and services at the various stage of the project:

Design & Pre-construction: Respondent with the input of the District and design team will create drawings and specifications for a modular classroom building based on the criteria documents enclosed in the RFQ/P packet. These documents will be submitted to the Division of State Architect ("DSA") for review by the respondent after approval by the design team.

Construction: After stamped and approval by DSA, the Respondent will be responsible for the complete construction of the modular building. The construction will match and/or exceed the expectations and specifications as detailed per the project plans.

The Request for Qualifications and Proposals ("RFQ/P"), which includes instructions for its completion, is enclosed for your consideration. Respondents to this RFQ/P shall submit a completed Statement of Qualifications ("SOQ") along with the Proposal (collectively "RFQ/P Packet").

The District will only receive RFQ/P Packets submitted electronically. RFQ/P Packets will be received until **2:00 P.M. ON THURSDAY, AUGUST 05, 2021 and must be uploaded to the google form link provided by the District.** Any RFQ/P Packet that is submitted after this time shall be nonresponsive and returned to the bidder. Each respondent is solely responsible for timely submission of its RFQ/P Packet; the District is not responsible for any technological issues in a respondent's ability to timely submit its RFQ/P Packet or portion thereof.

A non-mandatory information meeting and site walk will be conducted on **FRIDAY JULY 16, 2021, at 11:00 A.M.** at:

**Thomas S. Hart Middle School,
4433 Willow Rd,
Pleasanton, CA 94588.**

Attendance to this meeting is highly encouraged.

Questions regarding this RFQ/P may be directed to the construction manager:

MINH DAO
minh.dao@vpcsonline.com

and must be submitted in writing on or by **2:00 P.M. ON THURSDAY, JULY 29 2021.**

All Respondents must have already been prequalified by the District in accordance with Public Contract Code, § 20111.6. First tier electrical, mechanical and plumbing subcontractors are required by Public Contract Code, §20111.6 and must be prequalified prior to subcontractor bids are submitted. Contractors of all tiers must be currently registered and qualified to perform public work pursuant to Labor Code, § 1725.5.

The District reserves the right to change the dates on the schedule without prior notice.

RFQ/P SCHEDULE SUMMARY

DATE	ACTION ITEM
July 09, 2021	Release and advertisement of RFQ/P #2021-22.01.
July 09, 2021	RFQ/P packages available for distribution.
July 16, 2021 11:00 A.M.	Non-mandatory Informational Meeting & Site Walk.
July 29, 2021 by 2:00 P.M.	Last day to receive written questions from Respondents.
August 02, 2021 by 2:00 P.M.	Last day for District to issue addenda to answer questions/clarifications.
August 05, 2021 by 2:00 P.M.	Deadline for submissions in response to RFQ/P #2021-22.01.
Week of August 09, 2021 (TENTATIVELY)	Release of shortlist qualified Respondents and interview notifications.
Week of August 16, 2021 (TENTATIVELY)	Interviews of qualified Respondents. (If needed)
Week of August 16, 2021 (TENTATIVELY)	Notice to selected developer.

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**PLEASANTON UNIFIED SCHOOL DISTRICT
REQUEST FOR QUALIFICATIONS AND PROPOSALS
LEASE-LEASEBACK CONSTRUCTION SERVICES**

I. INTRODUCTION

Pleasanton Unified School District ("District") is a public school district serving students at nine elementary schools, three middle schools, and three high schools.

This Request for Qualifications and Proposals ("RFQ/P") defines the services sought from Respondents and generally outlines the Project requirements. Respondents to this RFQ/P shall submit a completed Statement of Qualifications ("SOQ") along with the Proposal (collectively "RFQ/P Packet").

II. PROJECT DESCRIPTION AND SCOPE OF SERVICES

A. General

The purpose of this RFQ/P is to select a qualified person, firm, partnership, corporation, association, or professional organization to assist in design and preconstruction planning, creation and submission of construction documents, constructability review, value engineering, master scheduling, cost estimating, budgeting, and construction services for the development and construction for the:

**HART MIDDLE SCHOOL PORTABLE REPLACEMENT & NEW SCIENCE CLASSROOMS,
PACKAGE 2 INCREMENT 2: MODULAR BUILDING**

Project ("Project"), in accordance with the lease-leaseback structure set forth in Education Code section 17406 et seq. Selected developer shall have experience with the construction of public school facilities and in working with the Office of Public School Construction ("OPSC"), the Division of the State Architect ("DSA"), and Title 24 of the California Code of Regulations.

To submit a proposal, Respondents must be properly licensed by the California Contractors State License Board and registered with the Department of Industrial Relations ("DIR") as required by law. Only Respondents who have been prequalified by the District in accordance with Public Contract Code section 20111.6 are eligible to respond to this RFQ/P. The selected developer will be required to comply with the Labor Code prevailing wage requirements and the District's bonding and insurance requirements. The selected developer shall be required to work cooperatively with District staff, the Governing Board, all other technical consultants, the architect, the project inspector, and any program and/or construction manager, if any, retained by the District for the Project, citizens' oversight committee, other District committees, and the community to facilitate timely and professional completion of the Project.

The Project is further defined in the attached **APPENDIX A**, along with the District's construction budget and schedule for the Project. Respondents' Proposal shall include Respondent's proposed fees to perform the Project, including the proposed fees to perform preconstruction services or any other work related to the Project, if the Respondent is awarded the contract.

The District intends to select one Respondent that best meet the District's needs to perform the Project. The criteria on which the District makes its determination will be based on the District's adopted best value methodology and criteria provided in this RFQ/P.

B. Scope of Work

Although the final scope of work will be negotiated in the executed Agreement (defined below at subparagraph F), the selected developer shall be responsible for performing the following scope of work, at a minimum:

Preconstruction & Design Services:

1. Provide a proposed Guaranteed Maximum Price ("GMP") for the preconstruction and design work of the project outlined here, incorporating all anticipated costs until receiving stamped approval by DSA.
2. Thorough examination of the criteria documents, respondent to Review design and support documentation for content, constructability, completeness, scheduling, clarity, consistency, and coordination.
3. Undertake value-engineering analysis and prepare reports with recommendations to District and Architect of Record to maintain established program budget and specifications.
4. Provide detailed cost estimates and schedule.
5. Expedite design reviews, including modifications, if any, based on value analysis.
6. Design, review, and generate construction documents that incorporate all specifications and requirements set forth by criteria documents provided by the Architect of Record and District. The design should be complete, incorporating all element established by criteria documents. After completion, respondent will package these construction plans and documents as a submittal and transmit to the Architect of Record for review.
7. Submission of Respondent generated construction plans and documents to DSA after review and acceptance of design by Architect of Record and the District. Ownership of the submission construction documents including any and all changes and revisions required by DSA will be the responsibility of the respondent.
8. Provide a proposed Guaranteed Maximum Price ("GMP") for the construction of the project with identified subcontractor bids and self-performed work.

Construction Services (Modular Building):

1. Construction of the Project.
2. Coordination of record drawings and specifications.
3. Compilation of operations and maintenance manuals, warranties/guarantees, and certificates.

4. Obtaining all occupancy permits and coordinating testing, documentation, and governmental inspections and approvals.
5. Preparation and submission of accounting, closeout reports, occupancy plan reports, egress, commissioning and any/all other documentation as needed and required by DSA and code for a modular building.

C. Lease-Leaseback Structure

The Project will be funded from various sources, and any agreement reached will conform to the statutory framework for the lease-leaseback delivery method pursuant to Education Code section 17406, et seq. Financing for a portion of the construction of the Project will be included in the Agreement attached to this RFQ/P as **APPENDIX B**. During construction, the District shall pay tenant improvement payments. Once the Project is complete, the developer shall lease the completed facilities back to the District for a pre-determined monthly lease payment amount. However, the District intends that the lease will include an early termination payment option for the District.

D. District Project/Construction Management Description

District's Governing Board will be responsible for making final decisions, but the Superintendent will be responsible for day-to-day decisions and may designate a construction manager who will serve as the owner's representative and be the primary point of contact between the selected developer and the District.

E. Prequalification of Designated Subcontractors

If used, contractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 licenses (collectively, "MEP subcontractors") shall be prequalified by the District to perform construction work as a first tier subcontractor on the Project pursuant to Public Contract Code section 20111.6.

F. Registration of Respondent and All Tiers of Subcontractors

The selected developer(s) shall not allow any employee or subcontractor to commence work on any contract or any subcontract until the proof of registration with the Department of Industrial Relations required of the developer or subcontractor has been provided to and accepted by the District.

G. Form of Agreement

Selected developer must be able to execute the District's standard form of Site Lease and Facilities Lease, ("Agreement") is attached to this RFQ/P as **APPENDIX B**. After the plans and specifications have been approved by DSA, the Facilities Lease will be amended to include the agreed upon Guaranteed Maximum Price.

H. Indemnity

Respondents responding to this RFQ/P must acknowledge that they have reviewed the District's indemnity provision set forth in the Facilities Lease (in **APPENDIX B**) and must agree to the indemnity provision and confirm in writing that, if given the opportunity to

contract with the District, the Respondent has no substantive objections to the use of the District's standard indemnity provision.

I. Insurance

The District requires at least the following insurance coverage:

- Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments
 - Each Occurrence
 - General Aggregate
- Automobile Liability Insurance
 - Combined Single Limit
- Workers Compensation and Employer's Liability
- Pollution Liability
- Builder's Risk

Selected developer shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. Insurance policy(ies) shall not be amended or modified and coverage amounts shall not be reduced without thirty (30) days' written notice to District prior to modification and/or cancellation. For Commercial General Liability and Automobile Liability, District shall be named as an additional insured on all policies. Builder's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Selected developer shall not allow any employee or subcontractor to commence work on any contract or any subcontract until the proof of insurance required of the developer or subcontractor has been provided to and accepted by the District.

III. FULL OPPORTUNITY

The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprise ("SLBE"), Small Emerging Local Business Enterprise ("SELBE") and Disabled Veterans Business Enterprise ("DVBE") firms shall be afforded full opportunity to submit qualifications in response to this RFQ/P and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender, transgender status, political affiliation, or religion in any consideration leading to the award of contract.

IV. LIMITATIONS

This RFQ/P is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFQ/P. The District reserves the right to add additional prequalified Respondents for consideration after distribution of this RFQ/P if it is found to be in the best interest of the District. All decisions concerning selection of the developer will be made in the best interests of the District. The awarding of the contract pursuant to this RFQ/P, if at all, is at the sole discretion of the District.

The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any RFQ/P Packet in response to this RFQ/P.

RFQ/P Packets and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, RFQ/P Packets shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Respondent have completed negotiations and entered into an Agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the Respondent or other party as a result of any public disclosure of any RFQ/P Packet.

V. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no person, or entity submitting in response to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation or selection process/or the award of the contract with any member of the District, Governing Board, selection members, or any member of the Citizens' Oversight Committee. Any such contact shall be grounds for the disqualification of the Respondent submitting a RFQ/P Packet.

VI. INFORMATIONAL MEETING & SITE WALK

Each Respondent is highly encouraged to attend an informational meeting and site walk, to be conducted on **FRIDAY, JULY 16 2021, at 11:00 A.M.** The meeting will be held onsite at:

**Thomas S. Hart Middle School,
4433 Willow Rd, Pleasanton, CA 94588**

At this meeting, District representatives will distribute information and materials to further describe the Project, the scope of work, and walk the proposed Project site. Respondents shall consider and address the materials and information distributed at the meeting in their RFQ/P Packets. Although this meeting is not mandatory, all respective Respondents are highly encouraged to attend. Additional site visits must be approved by the Construction Manager.

VII. SUBMITTAL FORMAT

A. Format

Material must be in 8½ x 11 inch format with font no less 11 font. The RFQ/P Packets shall include divider tabs labeled with boldface headers below (e.g. the first tab would be entitled "Executive Summary," the second tab would be entitled "Table of Contents," etc.) One (1) electronic copy of the RFQ/P Packet in PDF format shall be submitted through the following Google form link:

<https://forms.gle/PeGu3ZRnawaca2kd9>

Each submittal shall not contain more than twenty (20) pages, excluding front and back covers and tabs. Submittals containing more than twenty (20) single sided pages or fifteen (10) double sided pages will not be considered. Only electronic submissions submitted through the district provided link will be accepted.

B. General Overview

Each RFQ/P Packet shall include a description of the type, technical experience, backgrounds, qualifications and expertise of the Respondent. The description shall show that the firm possesses the demonstrated skills and professional experience to perform the general functions of the Project and fulfill the goals and vision of the District as its developer for the Project. Submittals shall describe in detail the Respondent's methods and plan for carrying out the Project. Included in this information must be a detailed description of construction scheduling, staging, and logistics based on timelines and information provided by the District in this RFQ/P and the mandatory informational meeting. Describe the Respondent's approach to the Project, including any creative methodology and/or technology that the Respondent uses or unique resources that the Respondent can offer to the District and Project.

C. Contents

Respondents shall comply with the following requirements for its RFQ/P Packet:

1. **TAB 1 – Executive Summary** (maximum 1 page)

This should be an overview of the entire RFQ/P Packet with a description of the general approach and/or methodology the Respondent will use to meet the goals and fulfill the general functions as set forth in this RFQ/P.

2. **TAB 2 – Table of Contents**

This should be a complete and clear listing of the headings and pages to allow easy reference to key information.

3. **TAB 3 – Cover Letter Identifying Respondent** (maximum 1 page)

This should be a letter of introduction signed by an authorized officer of the Respondent. If the Respondent is a joint venture, duplicate the signature block and have a principal or officer sign on behalf of each party to the joint venture. The letter shall also include:

- a) Respondent's name.
- b) Address, include any branch office address and point of contact.
- c) Telephone number.
- d) Facsimile number.
- e) E-Mail address.
- f) Identify team.
- g) Clearly identify the individual(s) who are authorized to speak for the Respondent during the evaluation process.

h) And, the following statement:

"[RESPONDENT'S NAME] received a copy of the District's Site Lease and Facilities Lease ("Agreement") attached as **APPENDIX B** to the RFQ/P. [RESPONDENT'S NAME] has reviewed the indemnity provisions in **APPENDIX B** and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, [RESPONDENT'S NAME] has no objections to the use of the Agreement."

i) Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

4. **TAB 4 - Respondent Information**

a) A brief history of the Respondent. Please include any former names of the Respondent and the number of years the Respondent has participated in construction as a general contractor under each name.

b) Organizational chart of the Respondent. This shall include the names of all key personnel, joint venture partners, and sub-consultants with their titles and specific task assignments for the Project. The District's evaluation will consider the entire team. Therefore, no changes in the Respondent's composition will be allowed without prior written approval by the District.

c) A description of the Respondent and its organizational structure. Resumes of personnel to be involved with the Project should be included, including their school construction experience. Upon engagement, any change in personnel must be approved by the District. Respondent shall be responsible for any additional costs incurred by a change in personnel.

d) Provide description of Respondent's technical competence, including a description of in-house resources (e.g. computer capabilities, software applications, modeling programs, etc.), and Respondent's ability to draw upon multi-disciplinary staff to address the services required under the RFQ/P.

e) Identify up to three (3) persons who will be primarily responsible for working with the District and their respective roles and responsibilities, including Superintendent and Foreman. If Respondent is selected for an interview, the identified individuals must attend the interview and any required in-person presentations.

f) Provide the volume of construction in dollars for each of the past three (3) years.

- g) Provide a statement regarding the Respondent's availability and resources.
- h) Provide a statement on financial resources, bonding capacity and insurance coverage.
- i) Provide a claims statement *for all resolved or ongoing claims*: Submit a statement indicating any and all suits or claims in which the Respondent or its personnel instigated a claim and/or litigation regarding construction projects within the past five (5) years, and indicating any and all claims in which claims and/or litigation have been pursued against the Respondent or its personnel. For each listed claim and/or litigation: state the issues in the claim and/or litigation, the status of the claim/litigation, the names of the parties involved, and the outcome, if any.

Respondent's claims statement **must** include resolved *and* ongoing claims. Respondent's claims statement **must** include claims history for Respondent *and* its personnel, as well as Associated Firms.

"Associated Firms" are businesses, corporations, companies, partnerships, or other entities associated with Respondent and/or its personnel (e.g., firm name changes, association as prior owner, general partner, limited partner, or other officer).

- j) Contractor license number and whether license has been revoked or suspended in the last five (5) years. Respondent must hold a General Building Contractor License (B License), which is current, valid and in good standing with the Contractor's State License Board. Provide the following for each license:
 - i. Exact name of license holder on file
 - ii. License Classification
 - iii. License Number
 - iv. Date Issued
 - v. Expiration Date
 - vi. Whether license has been suspended or revoked in the past five (5) years. If so, explain.
 - vii. Provide the same information for all subconsultants and subcontractors.
- k) Provide signatory status.
- l) Location of nearest local office and main office, if different.
- m) Certificate(s) of Insurance identifying the firm's current insurance coverages.
- n) Provide Non-Collusion Declaration. (**APPENDIX C-1.**)
- o) Provide Iran Contracting Act Certification. (**APPENDIX C-2.**)

5. **TAB 5 – Methods and Strategic Plan**

Detailed description of Respondent’s methods and plan for carrying out the Project, including:

- a) The technical and managerial approach to the Respondent’s partnership with the District. Take into account the District’s goals for the Project and the general functions required. Respondent may identify additional necessary tasks and discuss these in its proposed method to accomplish the work.
- b) How Respondent plans to design and incorporate the criteria documents to create construction documents that are unique to this project.
- c) How Respondent plans to incorporate skilled and trained workforce into the Project.
- d) How Respondent plans to incorporate local subcontracting teams into the Project.
- e) How Respondent plans to incorporate construction means and methods into the Project.
- f) Proposed cost for completing preconstruction services for the Project for which the Proposal is being submitted.
- g) Detailed discussion of costs related to fees, general conditions, insurance, supervision, and management of the construction portion of the scope of work.

Emphasis will be given to the methods and strategic plan as they relate to preconstruction services and how the preconstruction services will transition into the construction services.

6. **TAB 6 – Prior Relevant Experience**

Description of the Respondent’s experience with respect to the areas of public schools or similar construction over the past five (5) years. Specifically, please provide a list of all projects the Respondent has been involved with for the past five (5) years that are similar in size, scope, and budget to the modular building that is the subject of this RFQ/P . Within that list:

- a) Identify the method (e.g. lease-leaseback, bid-build, etc.) by which each project was constructed. For lease-leaseback projects, include the total cost of each project and a breakdown of the total cost by pre-construction services and construction services.
- b) Include a discussion of Respondent’s experience with working with the DSA on public school projects.
- c) Identify and include discussion of Respondent’s level of experience with integrating criteria documents into construction plans and specifications, and later submission of these items.

- d) Identify and include discussion of Respondent's experience with projects performed in an occupied building and/or immediately adjacent to an occupied building and/or campus.
- e) Identify and include a discussion on Respondent's experience with a project of similar scope and scale.
- f) Identify whether the project is completed or ongoing.
- g) Identify if any of the projects had phased completion.

For the projects listed, above, be sure to also include the following information:

- a) Project's name and description;
- b) Firm's role;
- c) Award and completion dates;
- d) Project's total value;
- e) Amount of fees received;
- f) Staffing, including Respondent's team members, subcontractors and consultants;
- g) Relationship with owner/client;
- h) References: Provide a contact name, telephone number and email address for the owners and indicate which key personnel of Respondent worked on each project; and
- i) Discussion of claims, demands, and/or litigation arising from the project and involving the Respondent, and resolution of the same.
- j) Include examples of other similar project assignments on the part of the Respondent.
- k) Prefabrication and/or modular components as a percent of the project's hard costs, and as a percent of total project square footage; specific prefabrication/modular vendor and model(s).

List projects Respondent has successfully completed that had some or all of the following obstacles, including the creative solutions from the Respondent on how these obstacles were overcome:

- a) A very aggressive schedule.
- b) Significant budgetary restrictions.
- c) Unforeseen conditions over the course of the project cycle
- d) Be prepared to expand upon what you did to accommodate:

- i. The complexity of the project;
- ii. The needs of the clients;
- iii. Minimizing inconvenience; and
- iv. Maximizing safety.

7. **TAB 7 – Contracting History**

If any of the following have occurred, please describe in detail the circumstances of each occurrence:

- a) Failure to enter into a contract or professional services agreement once selected.
- b) Withdrawal of a proposal or bid as a result of an error.
- c) Termination or failure to complete a contract.
- d) Debarment by any municipal, county, state, federal, or local agency.
- e) Involvement in litigation, arbitration, or mediation.
- f) Conviction of the Respondent or its principals for violating any state or federal antitrust laws by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of any other federal or state law related to bidding or performance of services.
- g) Knowing concealment of any deficiency in the performance of a prior contract.
- h) Falsification of information or submission of deceptive or fraudulent statement in connection with a contract.
- i) Willful disregard for applicable rules, laws, or regulations.
- j) Failure to disclose information regarding any of the above may be deemed to indicate an unsatisfactory record of performance. Information regarding any of the above may be considered in determining the suitability of Respondent to perform the needed services. Accordingly, Respondent may describe mitigating factors as part of description of any of the above.

8. **TAB 8 – Pricing and Contingency**

If preconstruction and design services are included in the Proposal, then the pricing will be evaluated based on the: (1) preconstruction and design services cost or method of calculation; (2) Respondent's fee, which includes profit and overhead; (3) general conditions cost; (4) bonds and insurance percentage; (5) construction contingency to be applied to errors and omissions; and (6) allowances, if any.

After the Agreement is awarded, and DSA approves the plans and specifications, the selected developer will be required to provide a Guaranteed Maximum Price ("GMP") for the Project.

As part of the District review of the GMP, the District will expect to have access to all subcontractor bids, contingency breakdown and tracking documents, general conditions breakdown and tracking documents, and Respondent's fees. The GMP shall include all of Respondent's cost for labor, materials, equipment, overhead and profit, general conditions, contractor contingency, and allowances, if any, but shall specifically exclude the amount of the District contingency. In the event the selected developer realizes a savings on any aspect of the Project, such savings shall be added to the District contingency and expended consistent with the District contingency. In addition, any portion of the contractor contingency and/or allowance remaining after completion of the Project shall be added to the District contingency. The Facilities Lease will be amended to include the agreed upon GMP, if the District proceeds with the construction phase of the Project.

9. **TAB 9 – Insurance**

Each Respondent must demonstrate that it can maintain adequate insurance as required herein. Therefore, each RFQ/P Packet must include a letter from the Respondent's insurance company indicating its ability to provide insurance coverage on behalf of Respondent in accordance with the insurance requirements in **APPENDIX B**.

10. **TAB 10 – Assurances**

The Respondent must acknowledge each of the following items and confirm that it will be willing and able to perform these items:

- **Preconstruction & Design Services:** Respondent shall provide services that relate to the organization and development of the Project prior to the start of construction, incorporating the criteria documents in **APPENDIX D** and including at minimum the following:
 - a) **Site Evaluation:** Consult with District staff in relation to the existing site. Selected developer should make site visits, as needed to review the current site conditions. During this evaluation, Respondent may make recommendations relating to soils investigations and utility locations and capacities, in order to minimize unforeseen conditions.
 - b) **Construction Documents:** Generate construction documents and plans that thoroughly encompasses all specifications, requirements, and details as outlined in the criteria documents. Upon completion, package these construction documents to the Architect and District as a submittal item for review and compliance.
 - c) **DSA Submission:** After construction drawings have been reviewed and accepted by Architect and District, Respondent to submit to DSA. Ownership of these construction documents and any and all changes and revisions required by DSA are with the Respondent.
 - d) **Plan Review:** Provide ongoing plan review and constructability services with an emphasis on ensuring that the Project can be completed within the established schedule and within the available budget.
 - e) **Design Team Meetings:** Attend meetings at the Project site with the architect of record and the design team as needed.

- f) **Value Engineering:** Provide a detailed analysis of all major Project systems with an emphasis on possible value engineering possibilities.
 - g) **Detailed Construction Critical Path Method Schedule:** Produce detailed construction CPM schedules to be incorporated into the Project documents including identification of the Project critical path and agency approvals.
 - h) **Preliminary and Detailed Estimates:** Provide preliminary construction estimates using like-kind construction costs. Upon receipt of the Project plans and specifications, provide detailed construction estimates showing the values of all major components of the Project.
 - i) **Construction Planning:** Plan the phases and staging of construction, staging areas, temporary fencing, office trailer placement, access, etc. as required.
 - j) **Other services:** Any other services that are reasonable and necessary to control the budget and schedule. List those areas where subconsultants will be required and where the Respondent has in-house expertise. Provide resumes of persons providing each of these services and for key personnel assigned to the Project.
- **Construction Services (Modular Building):**
 - a) **Project Accounting and Management Systems:** In coordination with District staff, develop the Project accounting and budget management systems. A process of up-to-date costs management will be necessary. During construction, monthly reporting will be required.
 - b) **General Conditions:** List what is included in the Respondent's general conditions (including full-time and part-time personnel) and a monthly value of the general conditions. Indicate what would be included as a cost of work versus a line item in the general conditions.
 - c) **Management of Project:** Administer and coordinate on a daily basis the work of all trade contractors the successful Respondent hires to work on the Project. Enforce strict performance, scheduling, and notice requirements. Document the progress and costs of the Project. Report proactively on potential schedule impacts. Recommend potential solutions to schedule problems.
 - d) **Trade Contractors:** Pursuant to Public Contract Code section 20111.6, each prospective MEP Contractor holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 licenses shall be prequalified by the District to perform construction work as a first tier subcontractor on the Project.

11. **TAB 11 – Comments to Form of Agreement**

Respondents must thoroughly review the Agreement attached to this RFQ/P as **Appendix B** and confirm in writing that, if given the opportunity to contract with the District, Respondent has no substantive objections to the use of the District's standard agreement. Respondent must also identify any term or condition of the Agreement that Respondent requests modifying, deleting, or adding. Respondents must set forth a clear explanation of what modification would be sought and specific alternate language.

If selected, Respondent will be precluded from negotiating changes that have not been identified in its RFQ/P Packet. The District will review, but is not obligated to accept, any proposed changes.

VIII. SELECTION CRITERIA

A. Best Value Evaluation

The RFQ/P Packets will be evaluated based on the District’s adopted criteria and rating system to determine the qualified Respondent(s) providing the best value to the District for all candidates that meet the pass / fail criteria listed below (i.e., receive a PASS).

CRITERIA ITEM	DESCRIPTION	MAXIMUM POINTS
Conflict of Interest	Is there a conflict of interest?	PASS / FAIL
Safety	Safety record	PASS / FAIL
Form of Agreement	Proposed changes to District Form of Agreement	PASS / FAIL
Technical Expertise	Technical Expertise, including but not limited to relevant experience with like-Projects, prior lease-leaseback experience, value-engineering experience, constructability experience, references	20 points
Price Points	Price and Price Points Awarded (i.e., fees, general conditions, contingency, interest proposed on lease payments)	50 points
Staffing	Management and Staffing Approach	15 points
Schedule/Liquidated Damages	History of meeting Project Schedule and Delivery Date	8 points
Claims/Litigation	Acceptable history of claims and litigation	7 points
<u>TOTAL: MAXIMUM 100 POINTS</u>		

Based on these criteria and rating system, District staff assigns points to each proposer and calculates the percentage of points assigned for each criterion and for the total maximum points. The higher the percentage point, the higher the proposer is ranked, and the more it reflects the better combination of price and qualifications for the Project.

B. District Investigations

The District may perform investigations of proposing parties that extend beyond contacting the references identified in the proposals.

C. Selection Process

RFQ/P Packets shall be evaluated and the Project awarded in the following manner:

1. All proposals received shall be reviewed to determine those that meet the format requirements and the standards specified in RFQ/P.
2. District shall evaluate the qualifications of the Respondents based solely upon the adopted criteria and evaluation methodology, and shall assign a best value score to each proposal. Once the evaluation is complete, all responsive proposals shall be ranked from the highest best value to the lowest best value to the District.
3. The District's Governing Board shall award the Project to the responsive proposer whose proposal is determined, in writing by the Governing Board, to be the best value to the District.
4. If the selected developer refuses or fails to execute the tendered proposed contract, the Governing Board may award the contract to the proposer with the second highest best value score if it deems it to be for the best interest of the District. If the second selected developer refuses or fails to execute the tendered instrument, the Governing Board may award the instrument to the proposer with the third highest best value score if it deems it to be for the best interest of the District.
5. Notwithstanding any other law, upon issuance of a contract award, the District shall publicly announce its award, identifying the entity to which the award is made, along with a statement regarding the basis of the award. The statement regarding the District's contract award and the contract file shall provide sufficient information to satisfy an external audit.

D. Interviews

Some of the finalists who elect to pursue the work with the District may be invited to meet with a District selection committee. If a firm is requested to come for an interview, the key proposed Project staff will be expected to attend the interview. The interview will be an opportunity for the District selection committee to review the proposal, the firm's history, and other matters the committee deems relevant to firm evaluation. The interview will start with an opportunity for the firm to present its proposal and its Project team. The finalists may be required to submit in advance of the interview a more detailed fee proposal. If requested, this fee proposal shall include all charges and costs proposed to be charged to the District, including rates for extra work. **Finalists who were elected for interviews will receive an updated scoring criteria that will be used by the selection committee.**

Any comments or objections to the form of Agreement attached hereto as **APPENDIX B** to this RFQ/P shall be provided in writing before the interview and may be the subject of inquiry at the interview. Any comments or objections to the form of Agreement not provided in writing before the interview will not be entertained by the District.

E. Final Determination and Award

It is expected that the selection committee will make recommendations to District staff regarding the candidates and awarding the contract. The awarding of contract(s) is at the sole discretion of the District.

The District reserves the right to contract with any entity responding to this RFQ/P for all or any portion of the work described herein and/or in an agreement offered to the entity, to reject any proposal as non-responsive, and/or not to contract with any firm for the services described herein. The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any RFQ/P Packet in response to this RFQ/P.

The RFQ/P packet, and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. This RFQ/P does not commit the District to negotiate an agreement with any proposing firm or individual.

V. SUBMISSION GUIDELINES

The District will only receive RFQ/P Packets submitted electronically. RFQ/P Packets will be received until **2:00 P.M. ON THURSDAY, AUGUST 05, 2021 and must be uploaded to the google form link below:**

<https://forms.gle/PeGu3ZRnawaca2kd9>

Any RFQ/P Packet that is submitted after this time shall be nonresponsive and returned to the bidder. Each respondent is solely responsible for timely submission of its RFQ/P Packet; the District is not responsible for any technological issues in a respondent's ability to timely submit its RFQ/P Packet or portion thereof.

Each submittal must conform and be responsive to the requirements set forth in this RFQ/P. The District reserves the right to waive any informalities or irregularities in the RFQ/P Packets. The District also reserves the right to reject any and all RFQ/P Packets and to negotiate contract terms with one or more Respondents. The District retains the sole discretion to determine issues of compliance and to determine whether a program management respondent is responsive, responsible, and qualified.

The District hereby notifies all Respondents that it will affirmatively insure that, in any contract entered into pursuant to this advertisement, no respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital status, national origin, medical condition or physical disability on consideration for the award.

WE THANK YOU FOR YOUR INTEREST IN THE DISTRICT'S PROJECT.

APPENDIX A
Project Description

Project Name:

**HART MIDDLE SCHOOL PORTABLE REPLACEMENT & NEW SCIENCE CLASSROOMS,
PACKAGE 2 INCREMENT 2: MODULAR BUILDING**

Preconstruction and design services to create and submit construction documents from Architect provided criteria documents to the Division of State Architect on behalf for a single-story modular science classroom building at Thomas S. Hart Middle School.

After stamped approval by the Division of State Architect, inclusive construction services for building the single-story modular science classroom building on campus.

Completion Date: July 15, 2022

Project Estimate: \$4,000,000,00 (FOUR MILLION DOLLARS)

Architect: Sugimura Finney Architects

APPENDIX B
Form of Site Lease and Facilities Lease

See Attached.

APPENDIX C-1

**NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid/proposal.

[Title] [Name of Firm]

The bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid/proposal is genuine and not collusive or sham. The bidder/proposer has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder/proposer has not directly or indirectly colluded, conspired, connived, or agreed with any bidder/proposer or anyone else to put in a sham bid/proposal, or to refrain from bidding/proposing. The bidder/proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid/proposal price of the bidder/proposal or any other bidder/proposer, or to fix any overhead, profit, or cost element of the bid/proposal price, or of that of any other bidder/proposer. All statements contained in the bid/proposal are true. The bidder/proposer has not, directly or indirectly, submitted his or her bid/proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid/proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder/proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder/proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, [Date]

at _____, _____.
[City] [State]

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

APPENDIX C-2

**IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)**

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

- OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

END OF DOCUMENT

APPENDIX C-3

**Allowable General Condition Costs
Construction Phase Scope Detail**

Project (On Site Jobsite Staff)		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Operations Manager		X		
2	Project Manager		X		
3	Project Superintendent		X		
4	Project Engineer		X		
5	Home Office Engineer		X		
6	Scheduling Engineer		X		
7	Field Engineer		X		
8	Draftsman/Detailer		X		
9	Record Drawings		X		
10	Field Accountant		X		
11	Time Keeper/Checker		X		
12	Secretarial/Clerk Typist		X		
13	Independent Surveyor		X		
14	Safety &. E.E.O. officer		X		
15	Runner/Water Boy		X		
16	Vacation Time/Job Site Staff		X		
17	Sick Leave/Job Site Staff		X		
18	Bonuses/Job Site Staff			X	
19	Quality Control Program		X		
20	Qualified SWPPP Practitioner (QSP)		X		
21	SWPPP Creation, Approval, Notifications		X		

Temporary Utilities		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Telephone Installation		X		
2	Telephone Monthly Charges		X		
3	Elect Power Installation	X			
4	Elect Power Distribution - Wiring/Spider boxes/ Lighting for construction	X			
5	Elect Power Monthly Charges				X
6	Water Service for construction	X			
7	Heating & Cooling Costs for construction	X			
8	Light Bulbs & Misc. Supplies for construction	X			
9	Clean-Up-Periodical	X			
10	Clean-Up-Final	X			
11	Dump Permits and Fees	X			
12	Recycling/Trash Dumpster Removal/Hauling	X			
13	Flagger/Traffic Control	X			
14	Dust Control	X			
15	Temporary Road and Maintenance if	X			
16	Trash Chute & Hopper (if applicable)	X			

Direct Job Costs		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Wages of Construction Labor	X			
2	Labor/Fringe Benefits & Burden	X			
3	Subcontract Costs	X			
4	Material & Equipment/Included		X		
	a. Contractor Owned Equip, trucks		X		
	b. Small Tools - Purchase		X		
	c. Small Tools - Rental		X		
5	Warranty Work & Coordination			X	

Temporary Facilities		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Office Trailer including shared office for IOR & CM (office must include lockable door, 2 desks, 2 chairs, 1 file cabinet, and Wi-Fi connection)		X		
2	Storage Trailer & Tool Shed Rental		X		
3	Office Furniture/Equip/computers		X		
4	Xerox Copies/Misc Printing		X		
5	Postage/UPS/FedEx		X		
6	Project Photographs		X		
7	Temporary Toilets		X		
8	Project Sign		X		
9	Temporary Fencing/Enclosures		X		
10	Covered Walkways if required	X			
11	Barricades	X			
12	Temporary Stairs	X			
13	Opening Protection	X			
14	Safety Railing & Nets	X			
15	Drinking Water/Cooler/Cup		X		
16	Safety/First Aid Supplies		X		
17	Fire Fighting Equipment		X		
18	Security Guards		X		
19	Watchman Service		X		
20	Phone/fax lines, cell phones, WiFi		X		
21	Temporary "Swing space" portables to house teachers and students as required for phasing				X
22	Utility connections and civil work needed for temporary "swing space" portables as required for phasing	X			

Miscellaneous Project Costs		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Performance and Payment Bonds	X			
2	Developer-provided insurance	X			
3	Printing - Drwgs & Specs (Max of 15 sets)				X
4	Initial Soils Investigation				X
5	Testing and Inspection				X
6	Maintenance After Occupancy				X
7	Facility Operator/Training	X			
8	Fees				X

Hoisting		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Hoist & Tower Rental	X			
2	Hoist Landing & Fronts	X			
3	Hoist Operator	X			
4	Hoist Safety Inspections	X			
5	Hoist Material Skips/Hoppers	X			
6	Erect & Dismantle Hoists	X			
7	Crane Rental	X			
8	Crane Operators	X			
9	Crane Safety Inspections	X			
10	Erect & Dismantle Crane	X			
11	Fuel, Repairs, Maintenance	X			
12	Crane Raising/Jumping Costs	X			
13	Safety Inspections	X			
14	Forklift Rental	X			
15	Forklift Operator	X			
16	Forklift Safety Inspections	X			
17	Fuel, Repairs, Maintenance	X			

Contractor's Main Office Staff		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Corporate Executives			X	
2	Principal in Charge			X	
3	Estimating Cost Engineering			X	
4	Value Engineering			X	
5	Scheduling			X	
6	Drafting and Detailing			X	
7	Purchasing & Contracts			X	
8	Accounting & Bookkeeping			X	
9	Safety & E.E.O Officer			X	
10	Secretarial			X	
11	Clerk/Typist			X	
12	Computer/Data Processing			X	
13	Legal (General Services/Pertaining to			X	
14	Travel & Subsistence			X	
15	Fringe Benefits & Burden			X	
16	Vacation Time/Main Office			X	
17	Bonuses/Main Office			X	
General Conditions Total Cost transfer to Fee Proposal			\$		

APPENDIX D
CRITERIA DOCUMENTS

SEE ATTACHED FOR THE FOLLOWING FILES:

02- HART MS MOD BLDG RFQP#2021-22.01 CRITERIA DOCS_DRAWINGS.PDF

03- HART MS MOD BLDG RFQP#2021-22.01 CRITERIA DOCS_SPECS.PDF