Alum Rock Union School District
REQUEST FOR QUALIFICATIONS AND PROPOSALS
AFFORDABLE HOUSING DEVELOPMENT
RFQ/P # ____

Alum Rock Union School District ("District") is seeking proposals from qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide planning, design, construction and operation of an affordable housing development to be located at [ADDRESS] ("Project"), as more fully defined in **Exhibit "A"**.

The Request for Qualifications and Proposals ("RFQ/P"), which includes instructions for its completion, is enclosed for your consideration or may be downloaded from the District's website at https://www.arusd.org/. According to the specifications contained in this RFQ/P, Respondents to this RFQ/P shall submit a completed Statement of Qualifications ("SOQ") along with the Proposal (collectively "RFQ/P Packet"). Respondents must mail or deliver five (5) bound copies, one (1) unbound copy, and one (1) electronic copy on a flash drive of the RFQ/P Packets to:

Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127
Attn: _____
Affordable Housing Development RFQ/P # ____

ALL RESPONSES ARE DUE BY __:00 _.M. ON _____, 2023. The District is not responsible for any delay in mail service or any other method of delivery used by Firm. Oral, facsimile, telephone or email RFQ/P Packets will not be accepted. RFQ/P Packets received after this date and time will not be accepted and returned unopened.

A mandatory information meeting will be conducted on **_____day, _____, 2023**, at **__:__ _.M**. The meeting will be held virtually through Zoom or another video-conferencing platform. Links for the Mandatory Meeting will be provided to all developers who timely submit a proposal.

Questions regarding this RFQ/P may be directed to _____ at _____@arusd.org and must be submitted on or by **__:00 _.M. on _____, 2023**.

This RFQ/RFP is not a formal request for bids or an offer by the District to contract with any party responding to this RFQ/RFP. The District reserves the right to waive any informalities or irregularities in the RFQ/P Packets. The District reserves the right to reject any Proposal and to amend this RFQ/RFP as necessary. All materials submitted to the District in response to this RFQ/RFP shall remain property of the District.

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RFQ/RFP Schedule

The District intends to follow the schedule set forth below for the review and selection process. The District reserves the right to modify this schedule and any time during the RFQ/RFP schedule.

EVENT	TIME, DATE
Deadline for Written Questions	4:00 P.M., _____, 2023
Deadline for District's Response to Questions	4:00 P.M., _____, 2023
Proposals Due	4:00 P.M., _____, 2023
Interviews	Week of _____, 2023
Selection of Firm	Week of _____, 2023

Note: The above dates and times are subject to change at the discretion of the District.

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Alum Rock Union School District
REQUEST FOR QUALIFICATIONS AND PROPOSALS
AFFORDABLE HOUSING DEVELOPMENT

I. INTRODUCTION

Alum Rock Union School District ("District") in San Jose is nestled in the beautiful foothills of the Santa Clara Valley in the San Francisco Bay Area. Alum Rock is a family-oriented community committed to its children and schools. The City of San Jose provides a wealth of cultural, recreational, and entertainment activities for all ages in one of the most pleasant climates in the country. The District is responsible for educating more than 7,400 individual students in 13 public elementary schools, 5 middle schools, and 4 TK-8 schools. The District employs more than [000] employees, including classified staff, certificated teachers and other administrative support. The Project, described in **Exhibit A**, is intended to provide much-needed affordable housing to the entire community, including for the District's employees.

This Request for Qualifications and Proposals ("RFQ/P") defines the services sought from Respondents and generally outlines the Project requirements. The District is seeking Proposals for the Project described herein.

II. PROJECT DESCRIPTION AND SCOPE OF SERVICES

A. General

The purpose of this RFQ/P identify qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide planning, design, construction and operation of an affordable housing development located at [ADDRESS] ("Project"), more fully defined in "**EXHIBIT A**." The District envisions the Project serving as affordable housing for the entire community with priority being provided to the District's employees to the extent permissible by law.

Selected developers shall have experience with the planning, designing, constructing and operating residential developments Specific experience with affordable housing projects is preferable. In addition, the District desires that prospective developers have experience within the City of San Jose and/or the greater San Francisco Bay Area. To submit a proposal, Respondents must ensure that any proposed constructor team member is properly licensed by the California Contractors State License Board and registered with the Department of Industrial Relations ("DIR") as required by law. 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, other District committees, and the community to timely and professionally complete the Project.

The Project is further defined in the attached **EXHIBIT A**, along with the District's proposed monetary contribution to the Project. Respondents' Proposal shall include Respondent's proposed fees to perform the Project, including the proposed fees to perform all planning and design services or any other work related to the Project, as requested by the District. Each Respondent must submit a budget for each scope of work as well as an overall cost if the Respondent is given all of the work.

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. The District intends to select a Respondent(s) that best meet the District's Project objectives.

B. Scope of Work

Although the final scope of work will be negotiated in the executed Ground Lease Agreement (defined below at subparagraph D), the selected developer shall be responsible for performing the following scope of work which shall include, but not be limited to:

1. Obtain all required approvals, permits and entitlements from the City of San Jose, the California Division of State Architect, and any other agency with jurisdiction, to design and construct the Project

2. Develop the design of scope, structural design, design documents as required, design coordination, vendor solicitation, sequencing, scheduling, budgets, including value engineering, and communication for the Project.

3. Report to the District on Project status on a regular basis throughout the course of the Project. Prepare and present status reports to the District, any committees, and the Board, as applicable.

4. Retain architects, construction managers, program managers, project inspectors, and other specialty technical consultants as needed. Coordinate work with subconsultants, such as soils and geotechnical consultants, environmental consultants, and other consultants not under the selected architect(s). Participate in planning workshops and all other required public hearings or meetings, as applicable.

5. Report to the District on a regular basis regarding communication with the City of San Jose and any other agencies involved in the design and/or construction processes. Manage compliance with environmental and other regulatory requirements, as well as with applications for funding assistance from the City of San Jose and any other grant or funding source available to the District or the selected developer for development of affordable housing.

6. Develop and maintain an overall cost and schedule reporting system for the Project.

7. Review the Project with the District to define and refine the Project scope with District staff and consultants. Sequence and schedule construction work for the Project with design architects, construction managers, project managers, and District staff.

8. Use standard accounting methods to tabulate, compile and check correctness of all expenditures associated with the Project.

9. Develop and implement an outreach program, with specific strategies to attract and increase participation of local, small, emerging and Disabled Veterans Business Enterprise ("DVBE") firms in the planning and construction of the Project.

10. Prepare periodic summaries of Project expenditures for District review. Maintain current status of all obligations, commitments, and expenses against the Project.

11. Submit necessary reports to federal, state and local authorities. Ensure that all other Project participants submit necessary documentation.

12. Coordinate and maintain schedules that document the sequence and time frame for the Project.

13. Work with District to develop criteria for residential occupancy.

14. Develop a financing plan for the Project and secure all necessary funding from a variety of sources.

15. Provide ongoing property management services for the operation of the Project, including leasing residences, routine maintenance and upkeep of the Project, deferred and major maintenance and repair, and any other activities associated with operating a residential development.

16. Provide quarterly reports to the District summarizing occupancy levels and operational updates.

C. Funding

The District intends for the Project to be funded, fully, through a variety of means secured by the selected developer. The District notes that at this time there is no existing funding guaranteed for the Project. Thus, all costs resulting from the Project shall be borne by the selected developer. Accordingly, developers are encouraged to submit cost estimates that contemplate a budget and provides a financing plan. Other than dedication of the land for the Project, the District does not intend to provide any additional funding toward the cost of the Project.

D. Form of Agreement

Selected developer must be able to execute the District's form of Ground Lease, ("Agreement") which is attached to this RFQ/P as **EXHIBIT B**.

E. Indemnity

Respondents to this RFQ/P must acknowledge that they have reviewed the District's indemnity provision set forth in **EXHIBIT 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.

F. Insurance

The District requires at least the following insurance coverage, with complete insurance requirements more fully set forth in **EXHIBIT B** to this RFQ/P:

- Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments
    - Each Occurrence $5,000,000

- General Aggregate $10,000,000

- Automobile Liability Insurance
  - Combined Single Limit per Occurrence $2,000,000
- Workers Compensation and Employer's Liability Statutory Limit
- Builder's Risk Replacement Cost
- Professional Liability Insurance
- Property Insurance

Selected developer(s) 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(s) 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 notice and will not be discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decisionmaking, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status 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 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 or selection members. Any such contact shall be grounds for the disqualification of the Respondent submitting an RFQ/P Packet.

VI. MANDATORY INFORMATIONAL MEETING

Each Respondent must attend the mandatory informational meeting, to be conducted on **_____, 2023 at __:00 _.M.** The meeting will be held virtually through Zoom or another video-conferencing platform. Links for the Mandatory Meeting will be provided to all developers who timely submit a proposal. At this mandatory meeting, District representatives will distribute information and materials to further describe the Project, the scope of work for the Project, and visit (virtually) the Project site. Respondents shall consider and address the materials and information distributed at the meeting in their RFQ/P Packets. Respondents that fail to attend the mandatory informational meeting, in its entirety, shall be ineligible for responding to this RFQ/P.

VII. SUBMITTAL FORMAT

A. Format

Material must be in 8½ x 11-inch format with font no less 11-point 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.) Five (5) bound copies, one (1) unbound copy, and one (1) electronic copy of the RFQ/P Packet shall be submitted.

The unbound copy, marked "Copy for Reproduction," shall be formatted as follows:

- No divider sheets or tab
- Text printed on one side only (i.e., no back to back pages)
- Pages with proprietary information removed
- A cover sheet listing the firm's name, the total number of pages, and identification of those pages that were removed due to proprietary information

B. General Overview

Each RFQ/P Packet shall include a description of the type, technical experience, backgrounds, qualifications and expertise of the Respondent, and proposed Project team members. The description shall show that the firm and project team members possess 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 each phase of the Project, including the land use planning, design, construction and post-construction operation of the Project. 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

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

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 Ground Lease ("Agreement") attached as **EXHIBIT B** to the RFQ/P.

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 developments similar to proposed Project.

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 residential planning, design, construction and operational 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 key persons who will be primarily responsible for working with the District and their respective roles and responsibilities. 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: Submit a statement indicating any and all suits or claims in which the Respondent or its personnel instigated 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. 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. This list should include pending/ongoing/unresolved claims and litigation.

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j) Contractor license numbers of proposed team members and whether license has been revoked or suspended in the last five (5) years. Either Respondent or one of the key members of the Respondent team 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) Identify the location of nearest local office and main office, if different, to the Project site.

m) Certificate(s) of Insurance identifying the firm's current insurance coverages.

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 incorporate local subcontracting teams into the Project.

c) How Respondent plans to incorporate construction means and methods into the Project.

d) Estimate of Project costs related to fees, general conditions, insurance, supervision, and management of the construction portion of the scope of work, more specifically detailed in accordance with the breakdown and requirements of Section 8 below.

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e) Preliminary schedule for the project, with a narrative of the recommended building approach and specific milestones for design, City approval and construction.

f) Narrative description of how Respondent will approach operating the residential Project (i.e., property management factors, including leasing protocol, maintenance and operation plans, etc.)

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

Description of the Respondent's experience with respect to the areas of residential construction over the past five (5) years. Specifically, please provide a list of all residential planning, design and construction projects in California, which the Respondent has been involved with for the past five (5) years where the total project contracts exceeded fifteen million dollars ($15,000,000) per project. Within that list:

a) Identify all projects within the City of San Jose and greater San Francisco Bay Area.

b) Identify the project deliver method (e.g., design-build, design-bid-build, etc.) by which each project was constructed.

c) Include a discussion of Respondent's experience with working with the City of San Jose on residential projects.

d) Identify and include discussion of Respondent's experience with projects involving affordable housing grants/funding and/or below market rate units.

e) Identify and include discussion of Respondent's experience with school project and in particular interactions with the Division of State Architect.

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.

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 community involvement.

c) Successful experience complying with a Mitigation Monitoring and Reporting Program ("MMRP").

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, whether concluded or ongoing.

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.

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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.

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**

Pricing will be evaluated based on the following, which should be contained in the Proposal:

a) Planning and design services costs and method of calculation, including fees relating to architectural and engineering services.

b) Respondent's construction/developer fee, which includes profit and overhead.

c) General conditions cost: 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.

d) Additional mark-up on subcontractor prices.

e) Construction contingency to be applied to errors and omissions.

f) Proposed timeline over which developer soft and hard construction costs will be recouped from operation of residential development.

After the Agreement is awarded, and the City of San Jose approves the plans and specifications, the selected developer will be required to provide a comprehensive Price for constructing the Project ("Construction Price"). As part of the District review of the Construction Price, 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 Construction Price shall include all of Respondent's cost for labor, materials, equipment, overhead and profit, general conditions, contractor contingency, and allowances, if any. The Ground Lease will be amended to include the agreed upon Construction Price, 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 **EXHIBIT B** for the Project.

10. **TAB 10 – Assurances**

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

- **<u>Planning and Design Services</u>:** Respondent shall provide planning and design services that relate to the organization and development of the Project prior to the start of construction including the following:

    - **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.

    - **Land Use Entitlement:** The selected developer will work directly with the City of San Jose, and any other agency with jurisdiction over the project, to obtain all necessary land use and development approvals and permits.

    - **Plan Development:** Selected developer shall develop the construction plans and specifications for the Project.

    - **Design Committee:** As part of the development of the Project plans and specifications, the selected developer will convene and host design committee meetings to identify community concerns and District objectives. The design committee should include up to three (3) community members that reside or own businesses within a one-half mile radius of the Project site, as well as up to three (3) District representatives.

    - **Detailed Construction CPM Schedule:** Produce and update on an ongoing basis detailed construction CPM schedules to be incorporated into the Project documents including identification of the Project critical path and agency approvals.

    - **Preliminary and Detailed Estimates:** Provide preliminary construction estimates using like-kind construction costs. Upon completion of the Project plans and specifications, provide detailed construction estimates showing the values of all major components of the Project.

    - **Construction Planning:** Plan the phases and staging of construction, staging areas, temporary fencing, office trailer placement, access, etc. as required.

    - **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. Resumes may be provided as an appendix to Respondent's SOQ and will not count toward the page limit.

- **<u>Construction Services</u>:**

    - **Project Accounting and Management:** Provide monthly updates on Project accounting and budget targets.

    - **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.

- **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.

- **District Representative:** Collaborate with District representative(s) on key aspects of the construction process.

- **Financing Services:**

  - **Funding Sources:** Detailed list of sources and uses of funds covering all project costs from design and construction through stabilized operations, including all hard and soft costs, and shall provide evidence (e.g., letters of support) of sufficient funding sources to meet project development requirements, including construction and permanent financing, and equity requirements.

  - **Underlying Assumptions**: Identify important underlying assumptions that govern the cash flows, including, but not necessarily limited to gross income, the amounts and frequency of loan repayments (all sources), annual rent increases, occupancy levels, operating costs as a percent of revenue, timing, amounts of replacement costs and the Project's anticipated cash flows over a period of 30 years from project initiation. Include a calculation of the return on investment to the Respondent and include interest rate assumptions for all sources of debt and equity.

- **Property Management Services:**

  - **Leasing Services:** Selected developer, or its designee, shall provide all leasing services for the completed residential Project, including processing tenant applications, rent collection, eviction proceedings, etc. Because the intent of this Project is to provide affordable housing opportunities, selected developer must coordinate with District on a process for identifying eligible tenants.

  - **Project Maintenance, Repair and Ongoing Operations:** Selected developer will be solely responsible for all maintenance, repair and ongoing operational obligations related to the Project.

  - **Reporting to the District:** Work orders, occupancy level, etc.

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

Respondents must thoroughly review the Agreement attached to this RFQP as **EXHIBIT 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, or deleting existing provisions, or adding new provisions. 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.

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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.

CRITERIA ITEM	DESCRIPTION	MAXIMUM POINTS
Price	Price	25 points
Technical Expertise	Technical Expertise and relevant experience with like-Projects	35 points
Regional Expertise	Experience in the City of San Jose and/or Greater San Francisco Bay Area	30 points
Project Plan	Scope and comprehensiveness of approach to carrying out Proposed Project, including Project team composition.	30 points
Community Engagement	Experience managing community relations and engagement surrounding project sites.	30 points
Schedule	Project Schedule and Construction Completion Date	30 points
Staffing	Management and Staffing Approach	35 points
Property Management Experience	Ability/plan to operate the residential Project through the term of the Agreement	35 points
		TOTAL: MAXIMUM 250 POINTS

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 Statements of Qualifications and/or Proposals.

C. Selection of Finalists

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 primarily upon the adopted criteria and evaluation methodology, and will 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.

Any comments or objections to the form of Agreement attached hereto as **EXHIBIT B** to this RFQ/P must be provided in writing before the interview as part of Tab 11, 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.

Following the interviews, it is expected that the selection committee will make recommendations to District staff regarding the candidates and awarding the contract. The criteria for these recommendations will include those identified above.

E. Final Determination and Award

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 awarding of contract(s) is at the sole discretion of the District. The District may, at its option, determine to award contracts only for portions of the scope of work. In such case, the successful proposing firm will be given the option not to agree to enter into the Agreement and the District

will retain the right to negotiate with any other proposing firm selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, the District will retain the right to enter into negotiations with any other Respondent responding 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

Respondents to this RFQ/P should mail or deliver five (5) bound copies, one (1) unbound copy, and one (1) electronic copy on a flash drive of the RFQ/P Packet conforming to the requirements of this RFQ/P to:

Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127
Attn: _____
Affordable Housing Development RFQ/P # ____

ALL RESPONSES ARE DUE BY __:00 _.M. ON _____, 2023. Oral, facsimile, telephone or email RFQ/P Packets will not be accepted. RFQ/P Packets received after this date and time will not be accepted and returned unopened.

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 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 RFQ/P, no respondent will be discriminated against on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decisionmaking, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status in consideration for the award.

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

DRAFT

EXHIBIT A
PROJECT DESCRIPTION AND FUNDING DESIGNATION

The District is the owner of that certain real property located at [ADDRESS] ("Project Site"). The Project will include planning, designing and constructing a new affordable housing residential development. The Project also includes the eventual operation and property management of the Project once construction is complete. The selected developer, as part of the Project planning, will work with the City of San Jose to obtain the maximum housing density for the Project site.

The District expects that the selected developer will provide all funding necessary to carry out the Project.

DRAFT

EXHIBIT B
FORM OF GROUND LEASE

See Attached.

DRAFT