

Hayward Unified School District

24411 AMADOR STREET
HAYWARD CA, 94544
510.784.2600



REQUEST FOR QUALIFICATIONS/PROPOSALS

RFQ/P# 25.006

NEW BRET HARTE MIDDLE SCHOOL PROJECT

RFQ/P FOR LEASE-LEASE BACK CONSTRUCTION SERVICES

RFQ/P DUE DATE AND TIME

Thursday, July 25, 2024 at 2:00PM

HAYWARD UNIFIED SCHOOL DISTRICT

Purchasing Department

24411 Amador Street

Hayward, California 94544

Phone: 510-784-2600 x72720

REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR CONSTRUCTION SERVICES (LEASE-LEASEBACK)

25.006 New Bret Harte Middle School Project

The Hayward Unified School District (District) issues a Request for Qualifications and Proposals (RFQ/P) to invite contractors to perform construction services and preliminary (preconstruction) services for District the above two projects pursuant to the lease-leaseback delivery method. (Ed. Code, § 17406.) Any Contractor that may seek to contract with the District to perform construction services on either of these two projects must respond to this RFQ/P.

Contractors that intend to submit a response to the RFQ/P must: (1) prequalify with the District by submitting the District's Prequalification Questionnaire located at the following link:<https://www.husd.us/departments/purchasing/pre-qualification> on or before **July 16, 2024**; and (2) hold a Class B Contractors License that is current, valid, and in good standing with the California Contractors State License Board. Contractors that have pre qualified within a year of the deadline for the submittal of Proposals set forth in the schedule in the RFQ/P do not need to submit the Prequalification Questionnaire.

The RFQ/P can be found on the District website at <https://www.husd.us/departments/purchasing/active-bids-proposals> Responses must be received by **2:00 p.m. on July 25, 2024** at the District Administration/Purchasing Dept **24411 Amador Street, Hayward Ca** pursuant to the process in the RFQ/P.

The successful contractor(s) shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if awarded a contract for a Project(s). The successful contractor(s) and its subcontractors shall pay all workers on the Project(s) not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available from the District or on the Internet at: <<http://www.dir.ca.gov>>. Contractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code.

If the District issues addenda to this RFQ/P, Contractors are solely responsible for and must acknowledge receipt of addenda in the Contractor's response.

HAYWARD UNIFIED SCHOOL DISTRICT

By: Victoria Coronado

Publication Dates: (1) **[June 28th]** (2) **[July 5th]**

NEW BRET HARTE MIDDLE SCHOOL PROJECT

RFQ/P for Lease-Lease Back Construction Services

Event / Occurrence	Time / Date / Deadline
Pre Proposal Meeting	July 10th, 2024, 1pm
Deadline for Contractors to submit Prequalification Questionnaires	July 16 th ,2024
Deadline for Contractors to submit questions regarding this RFQ/P	July 17 th ,2024
District to respond to Contractors' questions regarding this RFQ/P	July 19 th ,2024
Deadline for Contractors to submit SOQ and Proposal at 24411 Amador st, Hayward,Ca.	July 25th,2pm,2024
Tentative Contractor Interviews	July 31st, 2024
Tentative Board approval- selected Contractor	Sep 11th, 2024

HAYWARD UNIFIED SCHOOL DISTRICT
24411 AMADOR STREET, HAYWARD, CA 94544
June 24th, 2024

REQUEST FOR QUALIFICATIONS AND PROPOSALS
FOR CONSTRUCTION SERVICES (LEASE-LEASEBACK)
FOR
NEW BRET HARTE MIDDLE SCHOOL PROJECT

The Hayward Unified School District (“**District**”) issues this Request for Qualifications and Proposals (“**RFQ/P**”) to request the submission of:

- A prequalification questionnaire (“**Prequalification Questionnaire(s)**”); and
- A proposal (“**Proposal(s)**”)

(collectively, “**Response(s)**”) from qualified firms, associations, persons, or professional organizations (“**Contractor(s)**” or “**Firm(s)**”) to perform construction services and preliminary (preconstruction) services pursuant to the lease-leaseback delivery method.

Project. The District is soliciting Services (defined below) for the **New Bret Harte Middle School Project (“Project(s)”)**. The Project’s description and draft construction schedule are included in **Attachment 1**.

The successful Contractor will **LATER** finalize a guaranteed project cost (“**GPC**”) pursuant to the required process in the District’s Form of Lease-Leaseback Contract attached hereto as **Attachment 3 (“Contract”)** (including the required Subcontractor Procurement Process in Exhibit H to the Facilities Lease in the Contract).

CONTRACTORS THAT INTEND TO SUBMIT A RESPONSE MUST MEET THE FOLLOWING CRITERIA:

- Prequalify through the District’s prequalification process; and
- Hold a **Class B** Contractors License, which is current, valid, and in good standing with the California Contractors State License Board; and
- A Firm can be located anywhere, but it must maintain a staffed office **within 75 miles of the District**.

Responses. Interested Contractors are invited to submit a Response as described below.

- All prime/general contractors must be prequalified. In addition, all mechanical, electrical, and plumbing subcontractors that will perform work under the following license classifications must be prequalified: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 (“**MEP Subcontractors**”) to perform work on the Project.
- Prequalification Questionnaires must be submitted by the date indicated in the RFQ/P Schedule. **Contractors not prequalified with the District within the last year must submit a Prequalification Questionnaire.** Contractors can access the Prequalification Questionnaire by going to the District’s website at <https://www.husd.us/departments/purchasing/pre-qualification> . Click on the “FOR CONTRACTORS AND VENDOR” tab for the application and instructions.
- **The District highly recommends that prime/general contractors inform all of their potential mechanical, electrical, and plumbing subcontractors in the above license categories that they must be prequalified for this Project and to immediately complete the prequalification process to ensure they can be included in the Contractor’s proposed GPC during the performance of Preliminary Services.**

Questions. Questions regarding this RFQ/P must be in writing and directed only to **Devyani Agate**, at facilitiesbond@husd.k12.ca.us by the date indicated in the RFQ/P Schedule. Contractors are directed to **not** contact any other person regarding this RFQ/P. **ATTEMPTS BY A CONTRACTOR TO CONTACT ANY OTHER PERSON OR VISIT A SCHOOL SITE MAY RESULT IN DISQUALIFICATION OF THAT CONTRACTOR.**

RFQ/P Addenda. If the District issues addenda to this RFQ/P, Contractors are solely responsible for and must acknowledge receipt of addenda in the Contractor’s Response. Failure to acknowledge and respond to any addenda issued by the District may, in the District’s sole discretion, render the Contractor’s Response to be deemed non-responsive and rejected.

List of Attachments. The following attachments are part of this RFQ/P:

Attachment 1	Project Descriptions & Services
Attachment 2	District’s Lease-Leaseback Form of Agreement
Attachment 3	Project Stabilization Agreement
Attachment 4	Certifications to be Submitted with Proposal

RFQ/P Schedule. The District has set the following RFQ/P Schedule that all Contractors must adhere to. The District reserves the right to modify this RFQ/P Schedule and will issue an addendum if it modifies this RFQ/P Schedule. **Please refer to page 2 of this document for the dates.**

Event / Occurrence	Time / Date / Deadline
Pre Proposal Meeting	refer to page 2
Deadline for Contractors to submit Prequalification Questionnaires	refer to page 2
Deadline for Contractors to submit questions regarding this RFQ/P	refer to page 2
District to respond to Contractors’ questions regarding this RFQ/P	refer to page 2
Deadline for Contractors to submit SOQ and Proposal	refer to page 2
Tentative Contractor Interviews	refer to page 2
Tentative Board approval- selected Contractor	refer to page 2

Thank you for your interest in working with the Hayward Unified School District.

1. **General Information.**

- 1.1. **General Services.** The District invites qualified Contractors to submit a Response related to their ability to provide the Services, as more fully indicated herein. Contractors must have extensive experience with the Office of Public School Construction (“OPSC”), California Building Standards Code (Title 24, California Code of Regulations), Department of Toxic Substances Control, and the Division of the State Architect (“DSA”). Contractors must have extensive experience in the construction of public school facilities, working with public school district representatives, working with architects, contractors and other school facility related consultants, and establishing project scope, project budgets, and bidding procedures under both the Public Contract Code’s formal bidding process and under alternative construction delivery methods.
- 1.2. **Lease-Leaseback Structure.** A District lease-leaseback project may be funded from various sources, and any agreement reached will conform to the statutory framework for the lease-leaseback delivery method. (Ed. Code, § 17406.) **The Contractor will be responsible for financing a portion of the construction of the Project.** During construction, the District shall pay tenant improvement payments. Once the Project is complete, the Contractor shall subsequently lease the constructed facilities back to the District for a pre-determined monthly lease payment amount and lease period, plus interest. The District anticipates that the lease period will be **twelve (12) months** for the Project. If a Contractor has questions regarding the payment structure for the Project, please review Exhibit C of the Facilities Lease of the District’s Contract (**Attachment 2**).
- 1.3. **Skilled and Trained Workforce.** For the Project, the Contractor and its subcontractors at every tier are required to use a “skilled and trained workforce” at the minimum percentages and as defined in Public Contract Code section 2600, et seq. and Education Code section 17407.5 (collectively, “SWF Statutes”) to perform all work that falls within an apprenticeable occupation in the building and construction trades. A Contractor awarded the Project will be required to provide monthly reports demonstrating compliance by itself and its subcontractors at every tier with the skilled and trained workforce requirements as prescribed by the SWF Statutes. If a Contractor has questions regarding the skilled and trained workforce for the Project, please review the “**Skilled and Trained Workforce Requirements**” section in Exhibit D of the Facilities Lease in the Contract (**Attachment 2**).
- 1.4. **Project Labor Agreement (N/A).** All Contractors awarded Projects pursuant to this RFQ/P will be required to comply with all the requirements in the Project Stabilization Agreement between the District and the Building and Construction Trades Council of Alameda County, a copy of which is **Attachment 3** to this RFQ/P.
- 1.5. **Scope of Services.** The selected Contractor must be willing and able to, in good faith, perform any and all services as set forth in the Contract and as further described in **Attachment 1 (“Services”)**. If the Project or a phase of the Project requires Preliminary Services, the Contractor will first enter into the Preliminary Services Agreement (Exhibit L of the Facilities Lease of the Contract (**Attachment 2**)), which shall be incorporated into the Contract. After the Contractor’s performance of some or all of those Preliminary Services, the District and Contractor shall amend the Contract to include a GPC for the Project pursuant to the Subcontractor Procurement Process (Exhibit H of the Facilities Lease of the Contract (**Attachment 2**)) and other requirements in the Contract.

PREQUALIFICATION

2. Prequalification.

- 2.1. Contractor Prequalification.** Contractors must submit their Prequalification Questionnaires by the date and time indicated in the RFQ/P Schedule. A Contractor must maintain its prequalification status for the duration of the time that it performs Services on the Project. **Contractors that have pre qualified within a year of the deadline for the submittal of Proposals set forth in the RFQ/P Schedule do not need to submit the Prequalification Questionnaire.** The Prequalification Questionnaire can be accessed through the https://www.qualitybidders.com/users/sign_up
- 2.2. MEP Subcontractor Prequalification.** Mechanical, electrical, and plumbing subcontractors performing work under the following license classifications: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 (“**MEP Subcontractors**”) are **not** required to prequalify at this time. The District will require MEP Subcontractors to prequalify during Preliminary Services at or before the Subcontractor Procurement Process and before the Contractor provides its GPC to construct the Project. Even so, **Contractors are encouraged to direct MEP Subcontractors to prequalify as soon as possible so that the MEP Subcontractors may get qualified to bid to perform on the Project. A subcontractor can prequalify now by submitting the District’s Prequalification Questionnaire at the https://www.qualitybidders.com/users/sign_up**

PROPOSALS

- 3. Format and Contents of Proposal.** Contractor’s Proposal must demonstrate Contractor’s qualifications, be concise, well-organized, tabbed consistent with the structure below, and shall **be no longer than fifty (50) pages**, inclusive of résumés, forms, and pictures. Each Contractor’s Proposal must address **all** areas indicated below:
- 3.1. Table of Contents.** A table of contents of the material contained in the Proposal.
- 3.2. Letter of Interest.** A dated Letter of Interest must be submitted, including the legal name of the Contractor, address, telephone, email(s), and the name, title, and signature of the person authorized to submit the Proposal on behalf of the Contractor. The Letter of Interest should provide a brief statement of the Contractor’s experience and should indicate the unique background and qualities of the Contractor, its personnel, and what will make the Contractor a good fit for work in the District.
- 3.3. Executive Summary.** An executive summary that outlines the Contractor’s history, and, if a joint venture, of each participating entity, Contractor’s philosophy, along with a brief summary of the Contractor’s qualifications.
- 3.4. Past Projects: Contractor’s K-12 Experience/Lease-Leaseback Experience.** Describe the Contractor’s experience and expertise performing projects for California K-12 public school districts for the **past seven (7) years**. Provide the following information for all projects Contractor has completed or is currently performing. You may limit your response to the **ten (10) most-recently completed** projects. Indicate in your Proposal which of these projects were performed pursuant to a lease-leaseback structure or other alternative (**not** design-bid-build) structure. **This requirement is in addition to any past-project requirements in the Prequalification Questionnaire.**

Project name/identification:
Project address/location:
Project owner, contact person, and telephone:
Project architect name and telephone number:
If Contractor was a subcontractor, name of general contractor and telephone number:
Scope of work:
Original completion date:
Date completed:
Initial contract value (as of time of contract award):
Final contract value:
Delivery Method (lease-leaseback, design-build, etc.):
Other project information:

3.5. Construction Schedule.

3.5.1. Discuss the Contractor’s ability to prepare and meet achievable construction schedules for construction projects, Contractor’s schedule management procedures, and how the Contractor has successfully handled potential and actual delays.

3.5.2. Discuss the Contractor’s ability to meet the construction schedule for the Project set forth in **Attachment 1**.

3.6. Proposed Personnel/Contractor Team. Please specifically identify and include the resumes of key personnel who would be performing Services for the District. Specifically, define the role of each person and outline his or her individual experience and responsibilities. Indicate personnel who will serve as primary contact(s) for the District and each person’s availability to provide services to the District. Contractor should describe the experience the personnel have on previous projects, if any. Describe how Contractor’s personnel will work with District staff during Preliminary Services (if any) and construction services to ensure that Contractor effectively and efficiently completes the Project. The District expects that key personnel identified by Contractor will perform services on the Project but recognizes Contractor might have turnover in staff.

3.7. Contractor’s Ability to Perform Preliminary Services. Describe the Contractor’s ability and past experience performing the Preliminary Services as identified in the Contract (see Exhibit L to the Facilities Lease in the Contract (**Attachment 2**)). Specifically discuss Contractor’s demonstrated success performing Preliminary Services. Identify subconsultants, if any, that Contractor expects will perform Preliminary Services for Contractor. The District reserves the right to adjust the scope of the Preliminary Services at the time of execution of the Preliminary Services Agreement in the Contract for the Project.

3.8. Cost Savings / Value Engineering. The District is seeking Contractors that have direct experience and/or can demonstrate an aptitude to “value engineer” or analyze a project’s plans, components, and features, and find more efficient and cost-effective methods or alternatives. Describe Contractor’s specific experience providing value engineering on Contractor’s past projects, including amounts saved on previous projects, if possible. Describe generally the type of suggestions, recommendations, alternatives or other valuation determinations that the Contractor could implement on any project.

3.9. Budget. Discuss the Contractor’s ability to manage costs and stay within budgets on comparable projects.

3.10. Contractor's Experience with Skilled and Trained Workforce Requirements.

3.10.1. Describe Contractor's experience complying with the skilled and trained workforce requirements of the SWF Statutes. Include a description of any disputes or claims arising out of the Contractor's compliance/non-compliance with the SWF Statutes, including any penalties assessed against Contractor or any of its subcontractors by the Labor Commissioner.

3.11. Subcontractor Procurement. The District will require the selected Contractor(s) to solicit and procure subcontractors pursuant to the Subcontractor Procurement Process in Exhibit H to the Facilities Lease in the Contract (**Attachment 2**) after the performance of Preliminary Services.

3.11.1. Describe how Contractor expects the open-book process for the solicitation of subcontractors to proceed, and the District and Contractor's role during this process.

3.11.2. Describe how Contractor ensures that any self-performed work is competitively priced with other subcontractors.

3.11.3. Describe the Contractor's process for ensuring that all subcontractor bid packages are full and complete, and how Contractor minimizes scope gaps.

3.11.4. Expressly indicate Contractor's agreement to abide by the District's Subcontractor Procurement Process on District's lease-leaseback projects.

3.12. Contractor's Current Work Commitments. Specify the current and projected workload of Contractor. If applicable, provide a statement of all recent, current, or anticipated contractual obligations that relate in any way to similar work for the District that may have a potential to impede Contractor's ability to provide the Services for the Project. Please provide a list of projects for which Contractor is currently performing services, and those projects for which the Contractor is under contract, or anticipates being under contract, during the next two (2) years.

3.13. Bonding Capacity. Indicate Contractor's limitation or Surety restrictions related to the size of projects that Contractor can contract for and can effectively perform. Provide a letter from your surety or broker that states Contractor's current bonding capacity.

3.14. Conflicts of Interest. Contractors cannot submit, propose, bid, contract, subcontract, consult, or have any other economic interests in a project to which the Contractor may provide Services. Please identify whether the Contractor has any conflicts of interest preventing it from performing the Services.

3.15. Safety. Discuss the Contractor's safety program, the content and frequency of its safety meetings, the basis for its current experience modification rate ("EMR") number, its Injury and Illness Prevention Program and who the Contractor's safety officer would be and his/her qualifications for that position. Please provide documentation showing the Contractor's current EMR number; this requirement is cumulative of any requirement in the Prequalification Questionnaire requiring Contractor to provide EMR information.

3.16. References. Contractor may include letters of reference or testimonials. Contractor should limit letters of references or testimonials to a **maximum of ten (10)**.

3.17. Lease-Leaseback Contract. If Contractor has any comments or objections to the Contract

attached hereto as **Attachment 2**, it must provide those comments or objections, with specificity, in its Proposal. **PLEASE NOTE: The District will not consider any changes to the Contract if they are not submitted with the Contractor’s Proposal. Any changes made to the Contract as a result of Contractor’s comments to the Proposal shall not be subject to renegotiation.**

- 3.18. Certifications to be Submitted with Proposal.** Contractors must complete and submit the Certifications (**Attachment 4**) with their Proposals.
- 3.19. Additional Information.** Provide additional information about the Contractor as it may relate to Contractor’s Proposal.
- 3.20. Compensation.** A general description of the scope of the Project for construction and preliminary (preconstruction) services is set forth in **Attachment 1**. Contractor shall provide all the following cost information: (1) to perform the Preliminary Services and (2) that it will charge as part of the construction services. Please complete the table below, inclusive of all items as set forth in the Contract.

COMPENSATION AND PRICING		
	Item	Amount
	Cost to Perform Preliminary Services Provide a not-to-exceed amount to perform the required Preliminary Services (preconstruction services) for the entire Project. Provide staffing costs that will remain fixed throughout the duration of the Project.	\$ _____
	Staffing that would be part of Preliminary Services	
	Project Manager (hourly rate)	\$ _____
	Constructability Reviewer (hourly rate)	\$ _____
	Estimator (hourly rate)	\$ _____
	Scheduler (hourly rate)	\$ _____
		\$ _____

	Other: _____	
	Cost of General Conditions (Including General Requirements) Provide an amount for the general conditions and general requirements. Attach a detailed list of ALL items that Contractor would include in its general conditions or general requirements on the Project. Provide staffing costs that will remain fixed throughout the duration of the Project.	\$ _____
	Staffing that would be part of General Conditions	
	Project Executive (hourly rate)	\$ _____
	Project Manager (hourly rate)	\$ _____
	Project Superintendent (hourly rate)	\$ _____
	Project Engineer (hourly rate)	\$ _____
	Other: _____	\$ _____
	Mark-up on Subcontractor work	_____ %
	Mark-up on self-performed work	_____ %
	Mark-up on Subcontractor change order work *	_____ %
	Mark-up on self-performed change order work *	_____ %
		_____ %

	Fee / overhead & profit (as a percentage of direct costs), if any in addition to the “Mark-ups” indicated above	
	Bond & insurance cost (as a percentage of direct costs) (no Builders Risk Coverage)	_____ %
	Builder’s Risk Insurance cost – <u>NO</u> Earthquake or Flood (as a percentage of direct costs)	_____ %
	Builder’s Risk Insurance cost – <u>JUST</u> Earthquake and Flood (i.e., added premium) (as a percentage of direct costs)	_____ %
	Other costs (identify in sufficient detail for evaluation, either as a lump sum or a percentage of direct costs)	\$ ____ or ____ %
	Financing Charge ** (The Contractor’s charge for interest on the Lease Payments the District must pay.)	_____ %
<p>* Change Order Mark-Up. Contractor must agree to utilize this same mark-up percentage for change orders during the entire Project.</p> <p>** Financing. Financing Cost. The District shall make Lease Payments to the Contractor over a twelve (12) month period after completion of the Project. Those Lease Payments will be part of the GPC and are anticipated to be no more than five percent (5%) of the GPC. State the Contractor’s proposed interest charge (financing percentage) for the Project for those Lease Payments for twelve (12) months.</p>		
USE ADDITIONAL SHEETS AS NECESSARY		

3.20.1. Final GPC. At the conclusion of the Subcontractor Procurement Process for the Project, or a Phase if applicable, the Contractor and the District shall finalize the GPC for the Project, or each Phase if applicable, and the Parties District will amend the Contract to authorize the construction and to incorporate or adjust the GPC as necessary.

DISTRICT’S EVALUATION

- 4. District’s Evaluation / Best Value Selection Process.** The District will evaluate the Contractor's Responses based on a best value determination process. The District wishes to retain a Contractor that has the financial strength, management and expertise to deliver the Project within a proposed schedule and within an established budget and a proven track record for cost-efficient and timely work.
- 4.1. STEP 1 (Prequalification).** Contractors must be prequalified pursuant to the District’s prequalification process. This is a “pass” or “fail” **STEP**.

- 4.2. STEP 2 – STEP 4 (Responses, Interviews & References).** The District will evaluate each Contractor’s Proposal based on the process indicated below. To move on to the next **STEP** in the evaluation process, the Contractor must receive the minimum required points in the previous **STEP**. The District may elect to finish the evaluation process after scoring Proposals (**STEP 2**), or may elect to conduct interviews (**STEP 3**) and/or contact and score references (**STEP 4**), each in the District’s sole discretion. The District will select the Contractor(s) for the Project that receive the highest best value score for the Project at the **STEP** at which the District ends its evaluation.
- 4.3. Scoring.** The following table indicates how the District will score **STEPS 2 – 4**. Only Contractors that receive the minimum qualification points as required at each **STEP** will move to the next **STEP**. The District may, at its sole discretion, interview some or all of the Contractor(s) that submit a Response and/or contact references of Contractor(s).

STEP 1: Scoring of Prequalification Questionnaire	Only prequalified Contractors will proceed to STEP 2 .
STEP 2: Scoring of Proposals	Minimum points required in STEP 2 for Contractors to proceed to STEP 3: 790 points . Total maximum possible points from STEP 2: 940 points . The District reserves the right to select Contractors to include in the District’s pool at this step.
STEP 3: Scoring of Interviews (Optional)	The District will only interview Firms (if it conducts interviews of Firms) that have the required minimum score after STEP 2. The District, at its discretion, may elect to forego conducting interviews. If the District conducts interviews, then the following shall apply: Minimum points required in STEP 3 for Firms to proceed to Step 4: 180 Total maximum possible points from an Interview is 220 .
STEP 4: Scoring of Reference Checks (Optional)	The District will only contact references (if it conducts reference checks) that have the required minimum score after STEP 3. The District, at its discretion, may elect to forego conducting reference checks. If the District conducts reference checks, then the following shall apply: Total maximum possible points at the end of STEP 4 is 110 .

DISTRICT’S BEST VALUE DETERMINATION
<p>If the District selects a Contractor(s), it will do so as follows:</p> <ul style="list-style-type: none"> ● If the District does <u>not</u> conduct interviews and does <u>not</u> conduct reference checks, the District shall use the points from STEP 2 as the basis for its best value determination. ● If the District conducts interviews and does <u>not</u> conduct reference checks, the District

shall use the points from **STEP 2** added with the points from **STEP 3** as the basis for its best value determination, assuming the Contractor has the minimum number of required points.

- If the District conducts reference checks and does not conduct interviews, the District shall use the points from **STEP 2 added with the points from STEP 4** as the basis for its best value determination, assuming the Contractor has the minimum number of required points.
- If the District conducts interviews and conducts reference checks, the District may choose to do either in any order it determines. The District shall use the points from **STEP 2** added with the points from **STEP 3** or **STEP 4**, whichever occurs last, as the basis for its best value determination, assuming the Contractor has the minimum number of required points for both **STEPS**.

District staff reserve the right to create a panel of evaluators to score Contractors, and then average those scores at each STEP to determine Contractors' scores.

- 4.4. Notification.** The District will notify Contractor(s) of their status upon completion of the process via email from the District as listed in the RFQ/P Schedule.
- 4.5.** During the evaluation of the Responses, contact shall only be through the individual identified in the RFQ/P. Contractor(s) shall neither contact nor lobby evaluators during the evaluation process. Attempts by a Contractor to contact and/or influence the District may result in disqualification of that Contractor.
- 4.6.** The District reserves the right to reject any Response as non-responsive, and to not contract with any Contractor for any Services in a subsequent proposal. 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 Responses from or to contract with any Contractor not participating in this process. The District shall in no event be responsible for the cost of preparing any Response. The District reserves the right to adjust the structure of the project(s) and to request a successful Contractor provide initial pricing information, fee(s) for preliminary services, general conditions, partial construction services, etc., for a project or a phase within a project.
- 4.7.** All Responses will become the property of the District and subject to the California Public Records Act, Government Code sections 6250, et seq. Those elements in a Response that are trade secrets as that term is defined in Civil Code section 3426.1 (d) or otherwise exempt by law from disclosure and which are prominently marked as "Trade Secret," "Confidential," or "Proprietary" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of a Court. A Contractor that indiscriminately identifies all or most of its Response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a Response marked "Confidential," "Proprietary," or "Trade Secret," the Contractor agrees, by submission of its Response, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

5. District's Appeal Process.

- 5.1.** A Contractor may appeal the District’s “best value” determination. If a Contractor decides to appeal the District’s determination, it must follow the following procedure. Failure of a Contractor to timely follow all appeal steps shall be a waiver of the Contractor’s right to appeal the District’s determination.
- 5.1.1.** The Contractor shall submit, in writing, within **two (2) business days** after receipt of notice of the District’s determination (“**Action**”), a written request for a response from the District to explain the District’s determination.
- 5.1.2.** Within **two (2) business days** from receipt of the District’s response to the Contractor’s request, Contractor(s) may request in writing a meeting, which will be restricted to no more than two (2) persons from the Contractor to have a discussion with District staff regarding that Contractor’s Response. All meetings will take place via a virtual conference, teleconference, or an in-person meeting, at the District’s sole discretion. Contractor may submit with the request any and all information that it believes supports a finding that District’s Action should be changed.
- 5.1.3.** If the Contractor continues to contest the District’s Action after that meeting with District staff, then the Contractor may address the Board at the next public noticed meeting of the District’s governing board, pursuant to the governing board’s procedures for public comment. In order for a Contractor to preserve its right to challenge the District’s Action, the Contractor must address the Board at the next public noticed meeting of the Board after the Contractor’s meeting with District staff.
- 5.2.** The above appeals process does not apply to the prequalification process, which will be done pursuant to the process in the Prequalification Questionnaire, if any.

ATTACHMENT 1

PROJECT DESCRIPTION AND CONSTRUCTION SCHEDULE

NEW BRET HARTE MIDDLE SCHOOL PROJECT

HUSD is seeking to construct a new middle school on the location of the current Highland Elementary School campus. This campus will replace the existing Bret Harte Middle School.

Estimated Construction Cost: \$72 million.

Preliminary Services (Preconstruction): The District requires the following Preliminary Services (preconstruction services), which are described in detail in **Attachment A to Exhibit L to the Facilities Lease in the Contract**. A **summary** of the required Preliminary Services for the Project is as follows:

- 1. General Services.**
 - Contractor shall attend regular meetings during Project development between the Architect, the District, District site personnel, and any other applicable consultants of the District as required to discuss the Project, including budget, scope and schedule.
 - Contractor shall prepare and update the preliminary Project schedule.
 - The Contractor shall prepare and update the components of the Guaranteed Project Cost and shall be primarily in control of ensuring that the Project can and is constructed for no more than that amount.
- 2. Review of Design Documents.**
 - Contractor shall review Project design and provide the following:
 - **Value-engineering.** Contractor shall prepare a value-engineering report for District review and approval.
 - **Constructability Review.** Contractor shall prepare a detailed interdisciplinary constructability review within thirty (30) days of receipt of the plans from the District.
 - **Confirm Modifications to Design Drawings.** If the District accepts Contractor's comments, including the value-engineering and/or constructability review comments, Contractor shall review the design documents to confirm that those comments are properly incorporated into the final design documents.
- 3. Construction Schedule and Phasing Plan.** Contractor shall prepare a pre construction schedule to guide the design team through to bid dates.
- 4. Construction Planning and Bidding.**
 - Contractor shall review the drawings and specifications to eliminate areas of conflict and overlapping in the work to be performed by various subcontractors, and with a view to eliminating change order requests by the Architect or subcontractors.
 - Contractor shall prepare appropriate subcontractor bid packages.
- 5. Bidding for Subcontractor Work.**
 - **Contractor shall solicit and procure Subcontractors pursuant to the Subcontractor Procurement Process attached to the Facilities Lease as Exhibit H.**
 - **Finalizing the GPC.** After Contractor completes the Subcontractor Procurement Process as set forth in **Exhibit H** to the Facilities Lease and the District approves the Subcontractor bids and self-performed construction work, if any, Contractor shall prepare a final proposed GPC as set forth in **Exhibit C** to the Facilities Lease.

Project Summary / Scope of Work:

Construction of the Project must be consistent with the Division of the State Architect approved Plans and Specifications and the Contract Documents. The Project's Plans and Specifications may be found at:

https://drive.google.com/file/d/1eun9lgn4-7jZXi4m2b4QSstCldnK9nVi/view?usp=drive_link

Design Team:

Architect: **Derivi Castellanos Architects (DCA)**

Program Manager: **Van Pelt Construction Services (VPCS)**

Project Inspector: **TBD**

Plan Status:

- Schematic design.

Scope of work: The basic program for the new middle school:

- Capacity for 600 students, 20 general classrooms, 5 science classrooms, and 5 specialty classrooms.
- Due to limited size of site, utilize a two/three story building.
- Gym and Locker Room building
- Multi-Purpose Room/Cafeteria & Kitchen building
- Administrative Office
- Playfields
- Parking

Construction Services Schedule. The District anticipates issuing a Notice to Proceed for construction of the Project as per milestone schedule listed below:

- Preconstruction Service Award: **Sep 11th, 24**

ATTACHMENT 2

DISTRICT'S FORM OF LEASE-LEASEBACK CONTRACT

https://drive.google.com/file/d/13f98PpFIJ8LwMoF3YBz8QZICCVf3VYH/view?usp=drive_link

https://drive.google.com/file/d/1nK5sXFenlko1-LPb3bLAQP33JnmQLQrQ/view?usp=drive_link

ATTACHMENT 3

PROJECT STABILIZATION AGREEMENT

N/A

ATTACHMENT 4

CONTRACTOR CERTIFICATIONS TO BE SUBMITTED WITH PROPOSAL

NONCOLLUSION DECLARATION (Public Contract Code § 7106)

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH PROPOSAL

The undersigned declares:

I am the _____ **[PRINT YOUR TITLE]**

of _____ **[PRINT FIRM NAME]**,

the party making the foregoing Proposal.

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

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 the following date:

Date: _____

Proper Name of Contractor: _____

City, State: _____

Signature: _____

Print Name: _____

Title: _____

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

New Bret Harte Middle School (“Project” or “Contract”)

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Contractor shall complete **ONLY ONE** of the following three paragraphs.

- 1. Contractor’s Total Base Proposal is less than one million dollars (\$1,000,000).

OR
- 2. Contractor’s Total Base Proposal is one million dollars (\$1,000,000) or more, but Contractor 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 § 2203(b), and Contractor is 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.

OR
- 3. Contractor’s Total Base Proposal is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Contractor to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with Proposal.**

I certify that I am duly authorized to legally bind the Contractor to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: _____

Proper Name of Contractor: _____

City, State: _____

Signature: _____

Print Name: _____

Title: _____

